

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



Contract Number

20-886

SAP Number

County Administrative Office

Department Contract Representative
Telephone Number

Danette Tealer
387-5420

Contractor

The Regents of the University of
California

Contractor Representative
Telephone Number

Wendy Powers
(510) 987-9033

Contract Term

7/01/20-6/30/21

Original Contract Amount

\$77,500

Amendment Amount

N/A

Total Contract Amount

\$77,500

Cost Center

1100001000

Briefly describe the general nature of the contract:

This Agreement with the Regents of the University of California on behalf of its UC Cooperative Extension for San Bernardino County (UCCE) will allow UCCE to provide research and educational programs to the residents of San Bernardino County.

FOR COUNTY USE ONLY

Approved as to Legal Form



Agnes Cheng, Deputy County Counsel

Date 9/9/2020

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Date

AGREEMENT NO. _____

Between

COUNTY OF SAN BERNARDINO

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT is entered into by and between the County of San Bernardino, (hereinafter called "County") and The Regents of the University of California (hereinafter called "University") on behalf of its UC Agriculture and Natural Resources and its UC Cooperative Extension for San Bernardino County (hereinafter called "UCCE").

The County and the University have a mutual interest in strengthening the research and educational programs provided by the University through UCCE to the residents of San Bernardino County, and County desires to provide support to UCCE for these programs.

ARTICLE I – PROGRAMS PROVIDED

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. During the term of this Agreement, UCCE will deliver the programs as outlined in Exhibit A – 2020/21 UCCE San Bernardino County Work Plan, in partnership with the County through the County Administrative Office to ensure collaboration with individual County departments.

ARTICLE II – COMPENSATION AND TERM

- A. County agrees to pay UCCE in the amount of \$77,500 for the research and education programs outlined in Exhibit A – 2020/21 UCCE San Bernardino County Work Plan, for the period of July 1, 2020 through June 30, 2021.
- B. Payment shall be made payable within sixty (60) days of execution of this Agreement. Payments 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

- C. The term of this Agreement shall commence on July 1, 2020, and continue through June 30, 2021.

ARTICLE III – USE PERMIT

For Program Year 2020/21, a Use Permit (Exhibit B) between the County and UCCE must be executed concurrently with the Agreement in which 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. The Use Permit will delineate the amount of space allocated to UCCE, 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 Agreement, provided that County shall have no obligation to provide any alternate space to UCCE for the programs in the event of such partial or entire termination of the Use Permit.

ARTICLE IV – FUTURE WORK PLANS

By February 28, 2021, UCCE local Directors and the County Administrative Office and participating Department Heads will meet to discuss and develop future work plan activities, including events in County facilities or alternate locations when appropriate, for consideration in the event that the parties mutually agree to extend this Agreement. UCCE shall provide a proposed 2021/22 Work Plan to the County Administrative Office no later than March 31, 2021 for the parties' consideration. If the parties agree to mutually extend this Agreement, the parties shall enter into a written agreement setting forth the terms of such extension.

ARTICLE V – PROGRAM PERFORMANCE REPORT

UCCE shall submit a preliminary "Program Performance Report", to the County Administrative Office no later than sixty (60) days (April 30, 2021) prior to the end of the agreement period. The report should include an overview of the accomplishments of the UCCE during the reporting period, and a narrative of the UCCE's effectiveness in achieving the goals outlined in Exhibit A. The final Program Performance Report shall be submitted to the County Administrative Office within thirty (30) days after end of the Agreement term (July 31, 2021) and shall include the completed University of California, Cooperative Extension for San Bernardino County, 2020/21 Program Outcomes Reporting Tool (Exhibit C).

ARTICLE VI – GENERAL PROVISIONS

- A. The County office responsible for administering the contract is the County Administrative Office.
- B. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

ARTICLE VII – INDEMNIFICATION

- A. 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 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 University, its officers or employees.
- B. 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 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.

ARTICLE VIII – NON-DISCRIMINATION

The parties agree, in accordance with University and County's policies, as well as applicable State and Federal laws, not to discriminate in any of their policies, procedures, or practices on the basis of race, color, national origin, religion, sex, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran (special disabled veteran, Vietnam-era veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized). In accordance with applicable law, each party shall be an equal opportunity employer.

ARTICLE IX – NOTICES

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 Agreement 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.

ARTICLE X – RELEASE OF INFORMATION

Any information or other materials submitted by either party in connection with this Agreement 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.

ARTICLE XI - TERMINATION

This Agreement may be terminated by either Party at any time for any reason upon the giving of not less than sixty (60) days prior written notice to the other Party. County shall reimburse UCCE for costs incurred by it for the services, including without limitation all uncancellable obligations. UCCE shall prepare and submit to the County, within ninety (90) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse County for funds which may have been advanced in excess of total costs incurred.

ARTICLE XII - ENTIRE AGREEMENT

The terms and conditions contained herein and in the following attachment constitute the entire Agreement between County and UCCE:

Exhibit A – 2020/21 UCCE San Bernardino County Work Plan

Exhibit B – Use Permit

Exhibit C – 2020/21 Program Outcomes Reporting Tool

ARTICLE XIII – EXECUTION

This Agreement 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 Agreement, the parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to execute and deliver to the other party an original signed Agreement upon request. Unless expressly otherwise set forth in an amendment, any subsequent amendments to the Agreement shall be executed by original signatures only.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated below:

County of San Bernardino

By:  _____

Name: Curt Hagman

Title: Chairman, Board of Supervisors

Date: SEP 15 2020

UCCE Agreement 6/2020

The Regents of the University of California

By:  _____

Name: Wendy Powers

Title: Associate Vice President, UC ANR

Date: 9/10/2020

Exhibit A – 2020/21 UCCE San Bernardino County Work Plan

Exhibit B – Use Permit

Exhibit C – 2020/21 Program Outcomes Reporting Tool

Exhibit A

05/29/2020

2020/2021 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, gardening and horticulture, food preservation, natural resources and youth development/4-H. UCCE San Bernardino has 6 programs available in the county: food and nutrition education, environmental horticulture, Master Gardeners, Master Food Preservers, 4-H, and natural resources.

The focus of UCCE's work in 2020/21 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 includes attendance numbers for program activities. Workshops may be conducted at non-county facilities until a fully executed UCCE/San Bernardino County contract is effective.

UCCE will need three months after the date the contract is executed to adequately prepare for and staff workshops and events with the county, and the remaining number of events will be proportional to the remaining months left in the fiscal year. 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 7 San Bernardino County Departments. Overall, during 2019/20 UCCE San Bernardino County programs directly reached 30,000 county residents and thousands more indirectly.

Please note that, while we realize the importance of face-to-face education, if COVID-19 restrictions persist, face-to-face activities will be converted to Zoom or other remotely-accessible platforms whenever possible.

Highlights of proposed 2020/2021 collaborations include:

Libraries

- UCCE Master Gardeners and Master Food Preservers will deliver educational workshops on growing vegetables and fruits and preserving produce to county residents at venues throughout the county for a total of 18 workshops. Details are listed in the Program Goals section.
- Library facilities may include: Hesperia Library, Crestline Library, Lewis Library (Fontana), Yucaipa Library and the Chino Hills Library.
- Master Gardeners will present 9 free workshops to the general public in partnership with county libraries on sustainable, drought-tolerant landscaping.
- Libraries will provide free and regular meeting space for 4-H clubs to meet
4-H clubs are located in the following cities: Bloomington, Ft. Irwin, Hesperia, Yucca Valley, Apple Valley, Pinyon Hills, Hinkley, Chino, Crestline, and Phelan.

Preschool Services Department

- Expanded Food and Nutrition Education Program (EFNEP) educators will teach the 8 lesson nutrition classes at the following Head Start facilities:
 - Citrus, Westminster, Bloomington, Mill, Del Rosa, Hesperia, Colton, Apple Valley, and Upland

Arrowhead Regional Medical Center

EFNEP educators will teach nutrition lessons to ARMC clinic patients that are eligible to participate in EFNEP using UCCE Connects to You curriculum. ARMC will refer patients to EFNEP. The lessons will be taught through self-learning plus phone coaching/video chat and/or online Zoom meeting with an EFNEP educator.

Public Health

- EFNEP Supervisor and/or Advisor will continue to attend County Nutrition Action Partnership (CNAP) meetings
- Master Gardeners will continue to partner with the County and 'Healthy Communities' member cities to promote involvement in outdoor activities and community-building ventures. Master Gardeners partner with cities and communities on events for the public and attend and participate in quarterly Health Communities meetings held by County staff. Participant Cities and Towns include:
 - 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.

Museums

- UCCE Master Gardeners will provide education to the general public at a minimum of two events at the Victor Valley Museum and three events at the Redlands museum. Specific events and dates will be calendared by the Museum Director and/or Education Curator in consultation with Master Gardener Coordinator.

Department of Agriculture Weights and Measures

- Master Gardeners will continue to staff the telephone and email 9 hours a week.
- The natural resource advisor will continue to provide assistance and expertise on managing the invasive yellow star thistle in western San Bernardino County.
- The horticulture advisor will invite department staff to accredited workshops for professional horticulturists held throughout San Bernardino County either in-person or remotely. All offer CEUs in various categories (pest control advisors, certified arborists, irrigation auditors, etc.). The horticulture advisor will also provide guidance on all aspects of arboriculture and sustainable landscape management (via phone and email) to urban foresters, landscapers, and pest control advisors working part or full time in San Bernardino County.
- Master Gardeners will continue to distribute UCCE information on the Asian citrus psyllid and HLB complex at outreach events (including workshops and information tables)

- Master Gardeners and (as appropriate and when available, UCCE specialists and/or advisors) will present a total of ten presentations to the public (two in each district) on emerging pests that are potential threats to landscape and fruit trees in urban areas.

Regional Parks

- The horticulture advisor will invite department staff to accredited workshops offered remotely or in-person for professional landscapers/arborists/parks managers working at least part-time in San Bernardino County that offer CEUs in various categories (pest control advisors, certified arborists, irrigation auditors, etc.
- 4-H staff will meet with Park Director to discuss opportunities to expand or strengthen youth programs at pertinent locations

Program Goals:

Expanded Food & Nutrition Education Program

The Expanded Food and Nutrition Education Program (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.

Adult EFNEP will continue offering the eight-lesson nutrition education series from “Eating Smart, Being Active” curriculum which targets low-income families with children. EFNEP staff will provide parents with sessions that focus on nutritious, low-cost meals and physical activity.

Topics include:

- Exercise and increasing physical activity
- Meal planning and low-cost food purchasing
- Increasing consumption of fruits and vegetables
- Whole grains
- Protein rich foods and food safety
- Calcium rich foods
- Fats and sugars
- Celebrating healthy families

Adult EFNEP will offer another alternative method of delivery using “UCCE Connects to You!” curriculum for those that are unable to participate in the eight-lesson series. All EFNEP classes and educational materials will be provided in English and Spanish.

Expected reach for 3.0 FTE of adult program staff = 600 adult participants.

Youth EFNEP will provide nutrition education to low-income youth from ages 5-18. EFNEP staff will teach a series of lessons from UCCE approved curricula in partnership with low-income schools and youth serving agencies. EFNEP helps youth acquire knowledge, skills, the right attitude, and behaviors to create nutritionally sound diets. Students learn to:

- Develop healthy eating habits
- Choose healthy snacks
- Increase physical activity
- Practice safe food handling

Expected reach for 1.0 FTE of youth program staff = 1,500 youth.

Partnerships: To be successful in meeting our program goals and reach, EFNEP regularly partners with local schools and community agencies including several San Bernardino County departments. While EFNEP educators teach the 8-week classes, they depend on these partners to recruit income-eligible recipients and locate facilities for EFNEP classes. (Parents and youth groups must meet the EFNEP program eligibility guidelines income-wise set forth by the USDA NIFA National EFNEP Program.)

The table below provides the details of EFNEP partnerships in San Bernardino County.

Agencies/Organizations	Activities
San Bernardino County Preschool Services Department	<p>Adult EFNEP classes are offered to Head Start and Early Head Start parents at the following County sites:</p> <ul style="list-style-type: none"> ○ Citrus, Westminster, Bloomington, Mill, Del Rosa, Hesperia, Colton, Apple Valley, and Upland <p>EFNEP is a member of the Health Services Advisory Committee and regularly participates in meetings.</p>
San Bernardino County Department of Public Health	<p>EFNEP is a member of the San Bernardino County Nutrition Action Partnership (CNAP) and will participate in CNAP meetings (approximately every two months) to collaborate and coordinate with other providers to promote nutrition and physical activity among San Bernardino County residents, either in person or via virtual meetings.</p>
Arrowhead Regional Medical Center (ARMC)	<p>An alternative mode of delivery instead of Adult EFNEP classes offered to ARMC clinic patients</p>

Performance measures:

EFNEP has a strong history of evaluation and reporting. Program success is measured through tracking enrollment and graduation and collecting a pre/post food behavior checklist survey and/or a 24-hour dietary recall with randomized sampling groups. EFNEP evaluation and reporting is done through the USDA Web-based Nutrition Education Evaluation and Reporting System (WebNEERS).

Natural Resources Program

The Natural Resources program will collaborate with Department of Agriculture Weights and Measures on improving management of Yellow Star Thistle (*Centaurea solstitialis*) in western San Bernardino County on roadsides, rights-of way, flood control basins and other infested areas and with other agencies and land owners.

Master Gardener Program

The goal of the UCCE Master Gardener program in San Bernardino County is to provide 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.

During FY 2020/21, the Master Gardener Program Director and Coordinator will:

- Train a minimum of 35 new UCCE Master Gardener trainees living in San Bernardino County in an 18-week (50 hour) evening class in Montclair (or provide an online course if COVID prohibits in-person training) that covers all aspects of sustainable landscaping; growing food at home and in community and school gardens; and promoting healthy communities through outdoor activities and developing an appreciation for nature.
 - Each trainee will complete 50 hours of volunteerism educating county residents about sustainable landscaping and gardening by June 30, 2022.
 - A minimum of five desert and five mountain residents will be selected for the hybrid Master Gardener training program which involves both online and face-to-face training for distance students.
- Provide a minimum of 12 continuing education hours for previously trained Master Gardeners throughout the county.
- Present a total of ten talks to the public (two talks in each district) on emerging pests that are potential threats to landscape and fruit trees in urban areas.

Master Gardeners will provide the following in county facilities:

- Conduct 18 half-day workshops on Growing Vegetables and Fruit and 9 half-day Sustainable Drought-Tolerant Landscaping workshops in county libraries. Program topics may include:
 - Planting and Caring for Fruit Trees and Vegetable Gardens
 - 'Right Plant, Right Place:' Landscape plant selection based on climate zone, microclimate and available space above and below ground and desirable traits (e.g., drought tolerance, pest resistance, attracting pollinators, etc.)
 - Use of compost and other organic soil amendments and mulches
 - Maintenance (irrigation scheduling, fertilization, pest prevention and control, pruning, etc.)
- Host a free 'Ask a Master Gardener' booth the second Sunday of each month (holidays excluded) from 11am-1:00pm at the Loma Linda Branch Library.

- Conduct five educational activities in accordance with scheduled museum events at the Redlands (three events) and Victor Valley (two events) museum. Potential activities include Earth Day events and talks at Life in the Cracks, Science Spooktacular, the Gardening/Harvesting event, Arthropalooza, Old West Days, Shearing demonstrations or a fashion wool show (in partnership with 4-H) at the Sheep to Shawl event.
- 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, under COVID restrictions the helplines will be staffed remotely).
- Answer email helpline inquiries regularly and remotely, targeting a 48-business hour response time
- Continue to partner with Dept. of Public Health 'Healthy Communities' member cities to promote involvement in outdoor activities. Master Gardener volunteers partner with cities and regularly attend and participate in scheduled meetings.
 - 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.
- Continue to reach a minimum of 25,000 additional county residents attending educational events at non-county venues through partnerships between Master Gardeners and a wide variety of agencies (such as water districts with demonstration gardens, schools, cities, and many non-profits). Master Gardeners participate in over 100 events at over 50 non-county venues throughout the county each year.

Master Food Preserver Program

The mission of the UCCE Master Food Preserver Program is to extend UC research-based information about home food safety and preservation to the public by trained volunteers. If COVID-19 restrictions are removed during the program period the Master Food Preservers will:

- Conduct a 12-week (50 hour) training class on aspects of food preservation and safety
- Provide 12 hours of continuing education for recertifying Master Food Preservers
- Provide 10 food preservation classes to the public
- Provide an 'Ask the Master Food Preserver' table at various county locations across the county, targeting 6 events, such as home and garden shows, farmers markets, Earth Day events, and local fairs and festivals.
- Partner with UCCE EFNEP program to provide 2 classes to EFNEP program parent participants on food preservation and safety, classes could be offered in conjunction with ongoing EFNEP/Head Start partnership
- Provide public food preservation classes at community gardens, targeting 2 classes, potentially in Rialto and Ontario
- Provide food preservation and safety classes to students, targeting 2 classes, potentially in San Bernardino and Redlands

If COVID-19 restrictions are in place during the program period, the MFP program will:

- Provide monthly online educational opportunities to the public, via zoom, digital video or other online platform.
- Provide 6 'Ask the Master Food Preserver' sessions on zoom or other online platform.
- Provide 2 food preservation or food safety posts on social media per month.
- The MFP coordinator will outreach to community food organizations (such as food banks, community resource centers) to determine the feasibility of giving away at home food preservation kits that meet MFP safety guidelines.

Master Gardener Program and Master Food Preserver Program

Master Gardener and Master Food Preserver volunteers will teach free half day classes on Saturdays for the public quarterly in each of the five supervisor districts (20 classes in a full fiscal year). Attendance numbers for each class will be provided.

Topics: Growing Fruits and Vegetables at Home

- Fruit Tree Planting and Care (Varietal Selection, Watering, Fertilizing, Mulching, Pruning, Pest Control)
- Harvesting at the Right Time
- Preserving seasonal produce
 - District 1: Hesperia Branch Library
 - District 3: Yucaipa Library
 - District 4: Chino Hills Library
 - District 5: Fontana Lewis Library

Topics: Growing and Preserving Warm and Cool Season Produce

- Planting Calendar for Your Climate Zone (Know What to Plant When)
- Seeding and Transplanting
- Nurturing the Soil Before Planting (use of compost and other organic soil amendments)
- Caring for the Garden (Watering, Fertilizing, Mulching, Pest Control)
- Preserving peppers and squashes
 - District 1: Hesperia Library
 - District 2: Fontana Lewis Library, and Crestline Library
 - District 3: Yucaipa Library
 - District 4: Chino Basin Water Conservation District, Montclair
 - District 5: County large meeting room, 777 E. Rialto Avenue, San Bernardino

Horticulture Program

- The UCCE environmental horticulture advisor provides oversight and direction for the UCCE Master Gardener Program in San Bernardino County and has the overall responsibility for beginning and continuing training classes and supervising the Master Gardener Coordinator and volunteer activities.
- Provide training for public and private landscapers, arborists, city foresters, water district personnel, landscape architects, and other decision makers at workshops offered remotely and in-person throughout the county covering professional tree care and pest management. Obtain CEUs through various accrediting agencies such as the Department

of Pesticide Regulations, Irrigation Association, and the Western Chapter of International Society of Arboriculture, present a talk at each workshop, and help promote the workshops.

- Continue collecting data on the 'climate ready trees for the inland empire' research project in which 12 cultivars of low-maintenance shade trees hypothesized to be resilient to future climate change stressors such as heat, drought, salinity and pests and do not pose hazards to people or infrastructure are being evaluated at Chino Basin Water Conservation District and at UCR field station.
- Finish collecting data and reporting results of the mulch/no mulch research project at Chino Basin Water Conservation District in which four of the 12 tree species from the 'climate ready trees for the inland empire' research project are being evaluated. Size, overall health and appearance, and damage from diseases and insects are being measured bimonthly. The total number and species of weeds are also being recorded in all plots.

4-H Youth Development

4-H is a positive youth development organization (5 to 19 years old) that empowers youth to reach their full potential. 4-H youth are more likely to 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 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 become productive citizens and the 4-H program enables youth to have fulfilling lives and careers which benefits San Bernardino County. Departments can directly benefit from hosting 4-H clubs at their facilities. UCCE can partner with county departments in a way that extends beyond what county departments can offer the public and allows the county to reach youth in a way that departments cannot accomplish on their own.

Youth are able to build self-esteem, connect with their community, develop leadership skills, make friends, share interests and gain valuable knowledge that will help guide them through life and be the best they can be. 4-H and FFA are staples at the San Bernardino County Fair. Volunteers often provide hundreds of hours of public service to the county in projects.

Our plan for the FY 2020-2021 includes the following goals:

- 1) Provide positive youth development experiences year-round for 280 children ages 5 – 19 through the eleven 4-H military and community clubs.
- 2) Conduct at least eight 4-H Youth Development events in San Bernardino County: Achievement Night, Youth Leadership Day, Food Fiesta, Arts and Crafts Expo, Fashion Review, Treasurer Training, Record Keeping training, Presentation Day and Field Day.
- 3) Provide continuous education opportunities for the 95 adult volunteers who work in partnership with 4-H members on youth engagement practices and empower them to lead service-learning projects in their communities via workshops, lectures, mentoring etc.
- 4) Provide extending learning opportunities in the county via college and career readiness workshops utilizing the *Destination UC Curriculum*.

- 5) In collaboration with Water wise Community Center provide cultural competence training to docents and educators across the County.
- 6) Provide training opportunities for School Age Center staff at the Ft. Irwin National Army Training center.
- 7) Partner with county departments such that they can provide local 4-H clubs regular and free meeting space for 4-H club activities across the county, when available and appropriate. 4-H staff will determine appropriate collaborations; 4-H club leaders will select location, dates and times of meetings. 4-H clubs are independently operated by youth and volunteers, and administered by UCCE. Each club will be asked by UCCE to determine if a county facility exists near their location and they can contact that facility to schedule an appropriate time to meet. This will empower youth to develop life skills by organizing their own club.

Information regarding the areas served by 4-H clubs can be found at http://cesanbernardino.ucanr.edu/4-H_Program/Club_Information/.

County Co-Directorship/Overall administration of UCCE San Bernardino County programs

- Oversee an office comprised of 12 academic and staff positions: duties include overall office management, employee supervision, approval of travel and payroll expenses, regular attendance at meetings etc. related to the EFNEP, Master Gardener, Youth/4-H, MFP, horticulture and natural resource programs offered through UCCE San Bernardino County.



REAL ESTATE SERVICES DEPARTMENT

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>387-5252</u>
Contractor	<u>Regents of the University of California</u>
Contractor Representative	<u>Wendy Powers</u>
Telephone Number	<u>(510) 987-9033</u>
Contract Term	<u>July 1, 2020 through June 30, 2021</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>1100001000</u>

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Use Permit is for a period of twelve months, commencing and retroactive to July 1, 2020 and ending June 30, 2021. The Use Area consists of a total of 2,343 square feet of space, comprising: (a) 1,556 square feet of office and shared space located at the County Library facility at 7863 Central Avenue in Highland and (b) 787 square feet of office and shared space located at the Agriculture/Weights and Measures facility at 777 E. Rialto Avenue in San Bernardino to operate a cooperative extension program for agricultural education for the residents of San Bernardino County. This is a \$0.00 Use Permit (with a total in-kind use-value of \$66,189).

USE PERMIT

WHEREAS, the County of San Bernardino (herein called "County") and The Regents of the University of California (hereinafter called "University") on behalf of its UC Agriculture and Natural Resources and its UC Cooperative Extension for San Bernardino County, (hereinafter called "UCCE"), have a mutual interest in strengthening the research and educational programs provided by the University through UCCE to the residents of San Bernardino County in the areas of food and nutrition education, gardening and horticulture, food preservation, natural resources and youth/4-H; and

WHEREAS, UCCE agrees to provide research and educational programs in the areas of food and nutrition education, gardening and horticulture, food preservation, natural resources and youth development/4-H in accordance with an Agreement entered into between the University and the County on even date with this Use Permit ("Program Agreement"); and

WHEREAS, the County can provide a total of 2,343 square feet of space comprising (a) 1,556 square feet of County-leased office and shared space located at 7863 Central Avenue, Highland, California and (b) 787 square feet of office and shared space located at the County owned Agriculture/Weights and Measures facility located at 777 E. Rialto Avenue, San Bernardino, California; and,

WHEREAS, the COUNTY is willing to provide office and shared space within certain portions of 7863 Central Avenue, Highland, California, and 777 E. Rialto Avenue, San Bernardino, California on the term and conditions herein set forth.

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

1. **USE AREA:** The County of San Bernardino, hereinafter referred to as COUNTY, hereby permits the Regents of the University of California on behalf of its UC Agriculture and Natural Resources and its UC Cooperative Extension for San Bernardino County, whose address is UC Agriculture and Natural Resources, 2801 Second Street, Davis, California 95618-7774, hereinafter referred to, jointly and severally, as PERMITTEE, to use a total of 2,343 square feet of space, comprising: (a) 1,556 square feet of the County-leased and/or controlled portion of office and shared space, located at 7863 Central Avenue, Highland, California and (b) 787 square feet of County owned and/or controlled portion of office and shared space located at 777 E. Rialto Avenue, San Bernardino, California (collectively, the "Use Area"), as shown on Attachment "A" attached hereto. This permit is effective and retroactive from and including July 1, 2020 to and including June 30, 2021 ("Use Period").

2. **USE:** PERMITTEE shall use the Use Area during the Use Period for only the following purpose: food and nutrition education, gardening and horticulture, food preservation, natural resources, youth development/4-H, and related activities. PERMITTEE must not use the Use Area for any other purposes.

3. **FEES:** There are no monetary fees due for this Use Permit. The parties acknowledge and agree that the total in-kind use-value of this Use Permit is \$66,189, as calculated in Attachment A.

4. **TERM:** The Initial Term of this Use Permit shall be for a period of one (1) year commencing on July 1, 2020 ("Commencement Date") and end on June 30, 2021 ("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 of San Bernardino and the University enter into a concurrent Program Agreement.

6. **INDEMNIFICATION AND INSURANCE:**

a. **Indemnification:**

i. 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.

ii. PERMITTEE shall defend, indemnify and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or results from the negligent or intentional acts or omissions of PERMITTEE, its officers, agents or employees.

b. **Insurance:** COUNTY and PERMITTEE are authorized self-insured public entities for purposes of Professional Liability. General Liability, Automobile Liability, Workers' Compensation and Property coverage and warrants that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out 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, and this Use Permit shall not be terminated, but shall be modified to remove the associated 1,556 square feet of the County-leased space from the Use Area, and to revise the in-kind use value of the remaining 787 square feet of Use Area in accordance with such values set forth for such space in Attachment A. In the event of such Lease termination and modification of the Use Area, the parties shall execute a written amendment to this Use Permit within thirty (30) days of COUNTY's provision of written notice of the Lease termination to PERMITTEE, memorializing the modification of the Use Area and the corresponding in-kind use value of the remainder of the Use Area. For avoidance of doubt, COUNTY shall have no obligation to provide any alternate space to PERMITTEE in lieu of the terminated space in the event of such partial termination of the Use Area.

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

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

10. **DESIGNATION:** The Real Estate Services Department is designated to administer and enforce this Use Permit. Further, the Director of Real Estate Services is authorized to exercise all provisions of this Use Permit on behalf of COUNTY, including but not limited to any termination pursuant to Paragraph 9.

11. **PERMITS AND LICENSES:** PERMITTEE must obtain and maintain current status any and all other permits and/or licenses required by any other County department, local, state, and/or federal authority, which is required to engage in the use permitted herein.

12. **NO INTEREST OR ESTATE:** PERMITTEE agrees that it does not have and will not claim at any time any interest or estate of any kind or extend whatsoever in the Use Area and the entire property of which the Use Area is part, by virtue of this Use Permit or its use hereunder.

13. **ASSIGNMENT AND TRANSFER:** PERMITTEE is not allowed to assign or transfer this Use Permit to any other person, group or organization.

14. **RELEASE OF INFORMATION:** Any information or other materials submitted by either party in connection with this Use Permit are for the exclusive use of the receiving party, but are subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. In the event a request for disclosure of any part or all of any information or other material is made to either party, the party in receipt of the request for disclosure will make good

faith efforts to notify the other party of the request and will thereafter disclose the requested information unless the other party requests nondisclosure and agrees to indemnify, defend with counsel approved by party in receipt of the request for disclosure, and hold said party harmless in any/all actions brought to require disclosure. Both parties waive any and all claims for damages, lost profits, or other injuries of any and all kinds in the event the party in receipt of the request for disclosure fails to notify the other party of any such disclosure request and/or releases any information received from the other party.

15. **UTILITIES:** COUNTY will provide and bear the cost of all utilities reasonably necessary for the operation of the activities of the PERMITTEE within the Use Area including but not limited to electricity, water, natural gas, and phones connected to the COUNTY phone system, but COUNTY may require reimbursement of long distance charges. "Reasonable necessary" may be determined by use levels prior to the effective date of the Use Permit.

16. **MAINTENANCE:** COUNTY agrees to provide all interior and exterior building maintenance and janitorial services necessary for the operation of the Use Area.

17. **SECURITY:** PERMITTEE understands and agrees that the COUNTY is not required to provide, nor shall COUNTY provide any security for the personal property and/or the person of PERMITTEE or anyone using the Use Area. PERMITTEE shall provide at its sole cost sufficient security personnel to secure the Use Area during the Event.

18. **NOTICES:** The PERMITTEE shall designate an on-site coordinator for contact purposes. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person under the provisions of this Use Permit shall be in writing and either served personally or delivered by United States mail, postage prepaid, certified, or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by United States mail, postage prepaid, certified or registered, return receipt requested.

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

County: County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue
San Bernardino, CA 92415-0180

19. **SURRENDER:** PERMITTEE agrees that it will, upon any termination of this Use Permit, return the Use Area in as good condition and repair as the Use Area now is or shall hereafter be put, reasonable wear and tear excluded, and in a clean and tidy condition (including the removal of all trash and debris).

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

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

22. **VENUE:** The parties acknowledge and agree that this Use Permit was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Use Permit will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court 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, County of San Bernardino.

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. **ENTIRE AGREEMENT:** This Use Permit constitutes the entire agreement between the parties. No modifications or waiver will be binding unless made in writing and signed by both parties. 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.

28. **EXECUTION:** This Use Permit may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. For purposes of this Use Permit, the parties shall be entitled to sign and transmit an electronic signature of this Use Permit (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to execute and deliver to the other party an original signed Use Permit upon request. Unless expressly otherwise set forth in an amendment, any subsequent amendments to the Use Permit shall be executed by original signatures only.

(signatures on following page)

COUNTY OF SAN BERNARDINO

By: _____
Curt Hagman, Chairman
Board of Supervisors

Date: _____

Approved as to Legal Form:
MICHELLE D. BLAKEMORE,
County Counsel
San Bernardino County, California

By: _____
Agnes Cheng, Deputy County Counsel

Date: _____

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA**

By: Wendy Powers
Wendy Powers

Title: Associate Vice President

Date: 9/10/2020

ATTACHMENT "A"

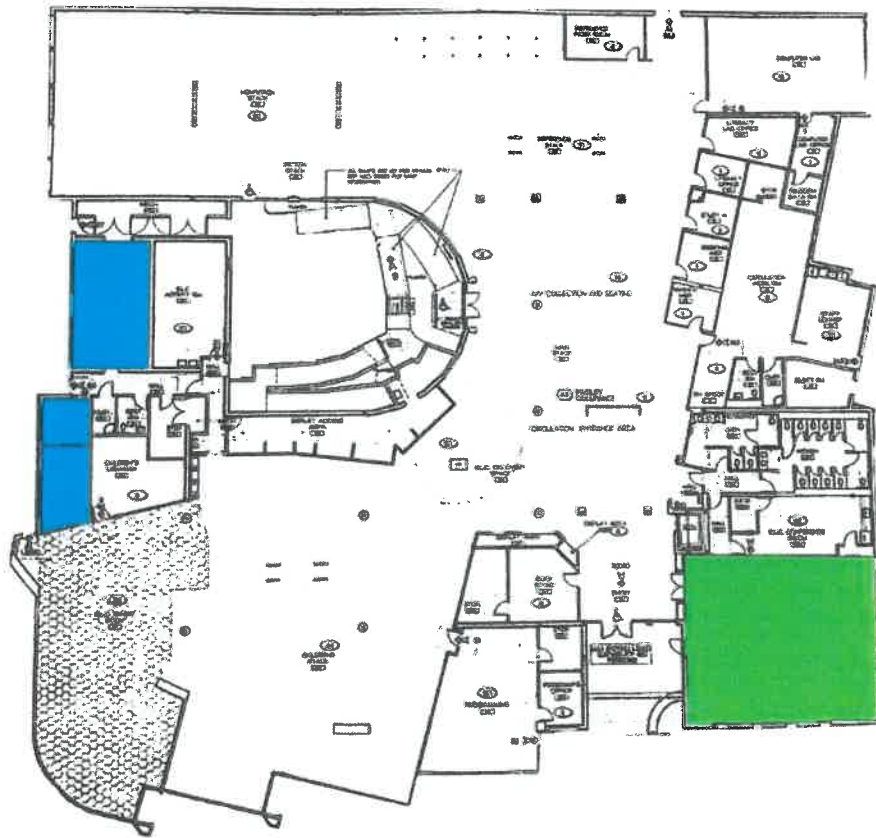
Breakdown of Usable Space and Estimated Annual Value:

LOCATION	ROOM	SQFT	USAGE*	MONTHLY VALUE	ANNUAL VALUE
7863 Central Avenue, Highland	Indoor Lab	502	Exclusive	\$ 1,355	\$16,265
7863 Central Avenue, Highland	Office	121	Exclusive	\$ 327	\$ 3,920
7863 Central Avenue, Highland	Office	230	Exclusive	\$ 621	\$ 7,452
7863 Central Avenue, Highland	Community Room	703	Non-Exclusive	\$ 1,898	\$22,777
777 East Rialto Avenue, San Bernardino	Office	117	Exclusive	\$ 304	\$ 3,650
777 East Rialto Avenue, San Bernardino	Storage	32	Exclusive	\$ 83	\$ 998
777 East Rialto Avenue, San Bernardino	Outdoor Storage Units	350	Exclusive	\$ 910	\$10,920
777 East Rialto Avenue, San Bernardino	Outdoor Parking Space for 2 Storage Units	288	Exclusive	\$ 17	\$ 207
TOTAL		2,343		\$ 5,515	\$66,189

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



Exclusive Use
Non-Exclusive Use



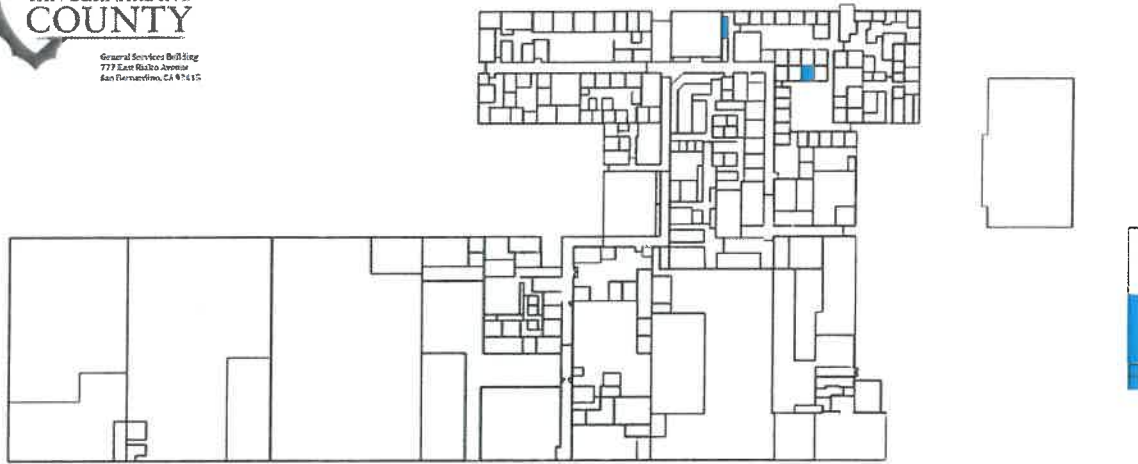


Exhibit C – 2020/21 Program Outcomes Reporting Tool

Expanded Food & Nutrition Education Program	
Eight-lesson Education Series – “Eating Smart, Being Active”	
1. Provide nutrition educational material (indicate with a ✓ and attach)	
2. Provide list with location/dates of service (indicate with a ✓ and attach)	
3. Total number of adult participants	
“UCCE Connects to You!”	
1. Provide nutrition educational material (indicate with a ✓ and attach)	
2. Provide dates, type of alternate method of delivery, and number served (indicate with a ✓ and attach)	
3. Total number of adult participants	
Youth Expanded Food & Nutrition Education Program	
1. Provide nutrition education material (indicate with a ✓ and attach)	
2. Provide list of location and dates of service delivery (indicate with a ✓ and attach)	
3. Provide list of series of lessons (indicate with a ✓ and attach)	
4. Total number of low-income youths served	
EFNEP will continue to attend County Nutrition Action Partnership (CNAP) meetings	
Meeting Dates:	
EFNEP educators will teach nutrition lessons to ARMC clinic patients that are eligible to participate in EFNEP using UCCE Connects to You curriculum. ARMC will refer patients to EFNEP.	
Dates and number of participants:	

Partnerships: EFNEP regularly partners with local schools and community agencies including several County departments:

Partnerships – School Partners/Activity		Partnerships – Community Agency Partners/Activity
1.		1.
2.		2.
3.		3.
4.		4.
5.		5.
6.		6.
7.		7.
8.		8.
9.		9.
10.		10.
11.		11.
12.		12.
13.		13.
14.		14.
15.		15.
16.		16.
17.		17.
18.		18.
19.		19.
20.		20.
21.		21.
22.		22.

Natural Resources Program

The Natural Resources Program will collaborate with the County Department of Agriculture Weights and Measures on improving management of Yellow Star Thistle (*Centaurea solstitialis*) in western San Bernardino County on Roadsides, rights-of-way, flood control basins and other infested areas.

Activity	Date(s)

Master Gardener Program

The Master Gardener Program Director and Coordinator will train a minimum of 35 new Master Gardener volunteers throughout the County in an 18-week (50 hour) class that covers all aspects of sustainable landscaping; growing food at home and in community and school gardens; and promoting healthy communities through outdoor activities and an appreciation for nature:

Total number of new UCCE Master Gardeners trained	
Total number of volunteer hours completed	
Hybrid Master Gardener Training Program:	
Number of desert residents trained	
Number of mountain residents trained	
Master Gardener Continuing Education, attach example of program material or agenda	
Total number of Master Gardeners that received continuing education hours	
Continuing Education opportunities (12 hours minimum)	
1.	
2.	
3.	
4.	

Conduct 18 half-day workshops, 9 on Growing Vegetables and Fruit and 9 Sustainable Drought-Tolerant Landscaping in a full fiscal year. Attach example of program material or agenda.

[illegible]

Master Gardeners will present a total of ten presentations to the public (two in each district) on emerging pests that are potential threats to landscape and fruit trees in urban areas. Attach example of program material or agenda.

[illegible]

Master Gardeners will continue to distribute UCCE information on the Asian citrus psyllid and HLB complex at outreach events (including workshops, information tables, and in the front lobby of the UCCE office located at 777 E. Rialto Avenue).

Date:	Location:	Date:	Location:

Master Gardeners will staff the helpline in the UCCCE San Bernardino County office nine hours per week per the following schedule and answer email helpline inquiries regularly: Monday, Tuesday, Wednesday and Thursday mornings (schedule subject to change based on volunteer availability). During COVID-19 restrictions the helpline will be staffed remotely.

1. Helpline – provide actual staffing schedule

2. Helpline - total number of hours

3. Email – total number of emails answered

Master Gardeners will partner with the County Department of Public Health “Healthy Communities” member cities to promote involvement in outdoor activities & community-building ventures. Master Gardener volunteers will partner with cities and regularly attend and participate in scheduled meetings. During COVID-19 restrictions these meetings may be cancelled or held remotely.

[illegible]

Host a free 'Ask a Master Gardener' booth the second Sunday of each month (holidays excluded) from 12-1:00pm at the Loma Linda Branch Library

Meeting Dates:

Meeting Dates:	

Master Food Preserver Program			
The mission of the UCCE Master Food Preserver Program is to extend UC research-based information about home food safety and preservation to the public by trained volunteers. If COVID-19 restrictions are removed during the program period the Master Food Preservers will:	Date(s)	Number of Attendees	
Conduct a 12-week (50 hour) training class on aspects of food preservation and safety.			
Provide 12 hours of continuing education for recertifying Master Food Preservers.			
Provide 10 food preservation classes to the public			
Location: 1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Provide an 'Ask the Master Food Preserver' event at various locations in the county			
1.			
2.			
3.			
4.			
5.			
6.			

Provide 6 'Ask the Master Food Preserver' sessions on zoom or other online platform

1 2 3 4 5 6

Provide 2 food preservation or food safety posts on social media per month.

1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24

The MFP coordinator will outreach to community food organizations (such as food banks, community resource centers) to determine the feasibility of giving away at home food preservation kits that meet MFP safety guidelines

Master Gardeners Program and Master Food Preserver Program – Master Gardener and Master Food Preserver volunteers will teach free half-day classes on Saturday for the public quarterly in each of the five Supervisorial Districts (20 classes in full fiscal year):

[illegible]

Horticulture Program

Provide oversight and direction for the UCCE Master Gardener Program in San Bernardino County and has the overall responsibility for beginning and continuing training classes and supervising the Master Gardener Coordinator and volunteer activities.		
Continue collecting data on the 'climate ready trees for the inland empire' research project in which 12 cultivars of low-maintenance shade trees hypothesized to be resilient to future climate change stressors are evaluated (at Chino Basin Water Conservation District and at UCR field station).		
Finish collecting data on the mulch/no mulch research project at Chino Basin Water Conservation District in which four of the 12 tree species from the 'climate ready trees for the inland empire' research project are being evaluated. Size, overall health and appearance, and damage from diseases and insects are being measured bimonthly. The total number and species of weeds are also being recorded in all plots		
	Date/Location	Number of Attendees
Provide training for public and private landscapers, arborists, city foresters, water district personnel, landscape architects, and other decision makers at workshops offered remotely and in-person throughout the county covering professional tree care and pest management.		
Invite department staff to accredited workshops for professional horticulturists held throughout San Bernardino County either in-person or remotely		
Invitation sent to _____	Date Sent, Event Name:	
Invitation sent to _____	Date Sent, Event Name:	
Professional guidance provided:		

[illegible]

Plan for FY 2020-21 includes the following goals:	Community Club	Year-round Dates/Cycle	Total Number of Participants
Conduct eight 4-H Youth Development events in San Bernardino County:	Date(s)	Location(s)	Number of Attendees
1. Achievement Night			
2. Youth Leadership Day			
3. Food Fiesta			
4. Arts and Crafts Expo			
5. Fashion Review			
6. Treasurer Training and Field Day			
7. Record Keeping Training			
8. Field Day			
Provide continuous education opportunities for the 95 4-H volunteers who work in partnership with 4-H members on youth engagement practices and empower them to lead service-learning projects in their communities via workshops, lectures, mentoring, etc. Attach program material example or agenda.	Workshop Date(s)	Location(s)	Number of Attendees
Provide extending learning opportunities in the county via college and career readiness workshops utilizing the <i>Destination UC Curriculum</i> . Attach program material example or agenda.	Date(s)	Location(s)	Number of Attendees

[illegible]

County Co-Directorship/Overall Administration of UCCE San Bernardino County Programs		
Oversee an office comprised of 12 academic and staff employees: duties include overall office management, employee supervision, and approval of travel and payroll expenses.		
Academic and Staff Positions		
1.	2.	
3.	4.	
5.	6.	
7.	8.	
9.	10.	
11.	12.	
Regular attendance at meetings etc. related to the EFNEP, Master Gardener, Youth/4-H, MFP, horticulture and natural resource programs offered through UCCE San Bernardino County.		
Program	Meeting Date(s)	



REAL ESTATE SERVICES DEPARTMENT

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>387-5252</u>
Contractor	<u>Regents of the University of California</u>
Contractor Representative	<u>Wendy Powers</u>
Telephone Number	<u>(510) 987-9033</u>
Contract Term	<u>July 1, 2020 through June 30, 2021</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>1100001000</u>

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Use Permit is for a period of twelve months, commencing and retroactive to July 1, 2020 and ending June 30, 2021. The Use Area consists of a total of 2,343 square feet of space, comprising: (a) 1,556 square feet of office and shared space located at the County Library facility at 7863 Central Avenue in Highland and (b) 787 square feet of office and shared space located at the Agriculture/Weights and Measures facility at 777 E. Rialto Avenue in San Bernardino to operate a cooperative extension program for agricultural education for the residents of San Bernardino County. This is a \$0.00 Use Permit (with a total in-kind use-value of \$66,189).

USE PERMIT

WHEREAS, the County of San Bernardino (herein called "County") and The Regents of the University of California (hereinafter called "University") on behalf of its UC Agriculture and Natural Resources and its UC Cooperative Extension for San Bernardino County, (hereinafter called "UCCE"), have a mutual interest in strengthening the research and educational programs provided by the University through UCCE to the residents of San Bernardino County in the areas of food and nutrition education, gardening and horticulture, food preservation, natural resources and youth/4-H; and

WHEREAS, UCCE agrees to provide research and educational programs in the areas of food and nutrition education, gardening and horticulture, food preservation, natural resources and youth development/4-H in accordance with an Agreement entered into between the University and the County on even date with this Use Permit ("Program Agreement"); and

WHEREAS, the County can provide a total of 2,343 square feet of space comprising (a) 1,556 square feet of County-leased office and shared space located at 7863 Central Avenue, Highland, California and (b) 787 square feet of office and shared space located at the County owned Agriculture/Weights and Measures facility located at 777 E. Rialto Avenue, San Bernardino, California; and,

WHEREAS, the COUNTY is willing to provide office and shared space within certain portions of 7863 Central Avenue, Highland, California, and 777 E. Rialto Avenue, San Bernardino, California on the term and conditions herein set forth.

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

1. **USE AREA:** The County of San Bernardino, hereinafter referred to as COUNTY, hereby permits the Regents of the University of California on behalf of its UC Agriculture and Natural Resources and its UC Cooperative Extension for San Bernardino County, whose address is UC Agriculture and Natural Resources, 2801 Second Street, Davis, California 95618-7774, hereinafter referred to, jointly and severally, as PERMITTEE, to use a total of 2,343 square feet of space, comprising: (a) 1,556 square feet of the County-leased and/or controlled portion of office and shared space, located at 7863 Central Avenue, Highland, California and (b) 787 square feet of County owned and/or controlled portion of office and shared space located at 777 E. Rialto Avenue, San Bernardino, California (collectively, the "Use Area"), as shown on Attachment "A" attached hereto. This permit is effective and retroactive from and including July 1, 2020 to and including June 30, 2021 ("Use Period").

2. **USE:** PERMITTEE shall use the Use Area during the Use Period for only the following purpose: food and nutrition education, gardening and horticulture, food preservation, natural resources, youth development/4-H, and related activities. PERMITTEE must not use the Use Area for any other purposes.

3. **FEES:** There are no monetary fees due for this Use Permit. The parties acknowledge and agree that the total in-kind use-value of this Use Permit is \$66,189, as calculated in Attachment A.

4. **TERM:** The Initial Term of this Use Permit shall be for a period of one (1) year commencing on July 1, 2020 ("Commencement Date") and end on June 30, 2021 ("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 of San Bernardino and the University enter into a concurrent Program Agreement.

6. **INDEMNIFICATION AND INSURANCE:**

a. **Indemnification:**

i. 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.

ii. PERMITTEE shall defend, indemnify and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or results from the negligent or intentional acts or omissions of PERMITTEE, its officers, agents or employees.

b. **Insurance:** COUNTY and PERMITTEE are authorized self-insured public entities for purposes of Professional Liability. General Liability, Automobile Liability, Workers' Compensation and Property coverage and warrants that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out 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, and this Use Permit shall not be terminated, but shall be modified to remove the associated 1,556 square feet of the County-leased space from the Use Area, and to revise the in-kind use value of the remaining 787 square feet of Use Area in accordance with such values set forth for such space in Attachment A. In the event of such Lease termination and modification of the Use Area, the parties shall execute a written amendment to this Use Permit within thirty (30) days of COUNTY's provision of written notice of the Lease termination to PERMITTEE, memorializing the modification of the Use Area and the corresponding in-kind use value of the remainder of the Use Area. For avoidance of doubt, COUNTY shall have no obligation to provide any alternate space to PERMITTEE in lieu of the terminated space in the event of such partial termination of the Use Area.

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

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

10. DESIGNATION: The Real Estate Services Department is designated to administer and enforce this Use Permit. Further, the Director of Real Estate Services is authorized to exercise all provisions of this Use Permit on behalf of COUNTY, including but not limited to any termination pursuant to Paragraph 9.

11. PERMITS AND LICENSES: PERMITTEE must obtain and maintain current status any and all other permits and/or licenses required by any other County department, local, state, and/or federal authority, which is required to engage in the use permitted herein.

12. NO INTEREST OR ESTATE: PERMITTEE agrees that it does not have and will not claim at any time any interest or estate of any kind or extend whatsoever in the Use Area and the entire property of which the Use Area is part, by virtue of this Use Permit or its use hereunder.

13. ASSIGNMENT AND TRANSFER: PERMITTEE is not allowed to assign or transfer this Use Permit to any other person, group or organization.

14. RELEASE OF INFORMATION: Any information or other materials submitted by either party in connection with this Use Permit are for the exclusive use of the receiving party, but are subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. In the event a request for disclosure of any part or all of any information or other material is made to either party, the party in receipt of the request for disclosure will make good

faith efforts to notify the other party of the request and will thereafter disclose the requested information unless the other party requests nondisclosure and agrees to indemnify, defend with counsel approved by party in receipt of the request for disclosure, and hold said party harmless in any/all actions brought to require disclosure. Both parties waive any and all claims for damages, lost profits, or other injuries of any and all kinds in the event the party in receipt of the request for disclosure fails to notify the other party of any such disclosure request and/or releases any information received from the other party.

15. **UTILITIES:** COUNTY will provide and bear the cost of all utilities reasonably necessary for the operation of the activities of the PERMITTEE within the Use Area including but not limited to electricity, water, natural gas, and phones connected to the COUNTY phone system, but COUNTY may require reimbursement of long distance charges. "Reasonable necessary" may be determined by use levels prior to the effective date of the Use Permit.

16. **MAINTENANCE:** COUNTY agrees to provide all interior and exterior building maintenance and janitorial services necessary for the operation of the Use Area.

17. **SECURITY:** PERMITTEE understands and agrees that the COUNTY is not required to provide, nor shall COUNTY provide any security for the personal property and/or the person of PERMITTEE or anyone using the Use Area. PERMITTEE shall provide at its sole cost sufficient security personnel to secure the Use Area during the Event.

18. **NOTICES:** The PERMITTEE shall designate an on-site coordinator for contact purposes. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person under the provisions of this Use Permit shall be in writing and either served personally or delivered by United States mail, postage prepaid, certified, or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by United States mail, postage prepaid, certified or registered, return receipt requested.

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

County: County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue
San Bernardino, CA 92415-0180

19. **SURRENDER:** PERMITTEE agrees that it will, upon any termination of this Use Permit, return the Use Area in as good condition and repair as the Use Area now is or shall hereafter be put, reasonable wear and tear excluded, and in a clean and tidy condition (including the removal of all trash and debris).

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

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

22. **VENUE:** The parties acknowledge and agree that this Use Permit was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Use Permit will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court 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, County of San Bernardino.

23. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against either party, including such costs and attorneys' fees payable under **Paragraph 6, INDEMNIFICATION and INSURANCE.**

24. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, 6article, part or portion of this Use Permit is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Use Permit or any other portion thereof.

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

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

27. **ENTIRE AGREEMENT:** This Use Permit constitutes the entire agreement between the parties. No modifications or waiver will be binding unless made in writing and signed by both parties. 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.

28. **EXECUTION:** This Use Permit may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. For purposes of this Use Permit, the parties shall be entitled to sign and transmit an electronic signature of this Use Permit (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to execute and deliver to the other party an original signed Use Permit upon request. Unless expressly otherwise set forth in an amendment, any subsequent amendments to the Use Permit shall be executed by original signatures only.

(signatures on following page)

COUNTY OF SAN BERNARDINO

By: 
Curt Hagman, Chairman
Board of Supervisors

Date: SEP 15 2020

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 
Wendy Powers

Title: Associate Vice President

Date: 9/10/2020

Approved as to Legal Form:
MICHELLE D. BLAKEMORE,
County Counsel
San Bernardino County, California

By: 
Agnes Cheng, Deputy County Counsel

Date: 9/9/2020

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By: 
Deputy


ATTACHMENT “A”

Breakdown of Usable Space and Estimated Annual Value:

LOCATION	ROOM	SQFT	USAGE*	MONTHLY VALUE	ANNUAL VALUE
7863 Central Avenue, Highland	Indoor Lab	502	Exclusive	\$ 1,355	\$16,265
7863 Central Avenue, Highland	Office	121	Exclusive	\$ 327	\$ 3,920
7863 Central Avenue, Highland	Office	230	Exclusive	\$ 621	\$ 7,452
7863 Central Avenue, Highland	Community Room	703	Non-Exclusive	\$ 1,898	\$22,777
777 East Rialto Avenue, San Bernardino	Office	117	Exclusive	\$ 304	\$ 3,650
777 East Rialto Avenue, San Bernardino	Storage	32	Exclusive	\$ 83	\$ 998
777 East Rialto Avenue, San Bernardino	Outdoor Storage Units	350	Exclusive	\$ 910	\$10,920
777 East Rialto Avenue, San Bernardino	Outdoor Parking Space for 2 Storage Units	288	Exclusive	\$ 17	\$ 207
TOTAL		2,343		\$ 5,515	\$66,189

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



The floor plan illustrates the layout of the World Trade Center complex in 1985. It shows the two towers, Tower 1 and Tower 2, and the surrounding areas. Key features include:

- Tower 1:** Labeled "TOWER 1" and "110 FLOORS". It includes a "RECEIVING AREA", "OFFICE", "RESTROOM", "ELEVATOR", and "STAIR".
- Tower 2:** Labeled "TOWER 2" and "110 FLOORS". It includes a "RECEIVING AREA", "OFFICE", "RESTROOM", "ELEVATOR", and "STAIR".
- Surrounding Areas:** Labeled "RECEIVING AREA", "OFFICE", "RESTROOM", "ELEVATOR", and "STAIR".
- Highlighted Area:** A large green rectangular area in the lower right corner, representing the site of the September 11 attacks.

