

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

April 21, 2026

FROM

LUTHER SNOKE, Chief Executive Officer, County Administrative Office

SUBJECT

Membership Agreement with University of California Riverside – Southern California Research Initiative for Solar Energy/Solar Valley Consortium for 2026-27

RECOMMENDATION(S)

1. Approve Membership **Agreement No. 26-296**, which includes the Intellectual Property Rights and Confidentiality Agreement, including non-standard terms, with the University of California Riverside – Southern California Research Initiative for Solar Energy/Solar Valley Consortium for 2026-27, at a cost of \$5,000, for an agreement period of April 21, 2026 through April 20, 2027.
2. Designate Supervisor Curt Hagman as the designee to represent the County as part of the University of California Riverside – Southern California Research Initiative for Solar Energy/Solar Valley Consortium.
3. Authorize the Chair of the Board of Supervisors to execute, and the Deputy Executive Officer to deliver to the University of California Riverside any assignment or other documents that the University of California Riverside – Southern California Research Initiative for Solar Energy/Solar Valley Consortium may reasonably request to evidence or perfect title to any Subject Intellectual Property, as defined in the Intellectual Property Rights and Confidentiality Agreement, subject to review by County Counsel, provided that any such documents do not result in additional costs to be incurred by the County, and do not extend the duration of the Membership Agreement.

(Presenter: Luther Snoke, Chief Executive Officer, 387-4811)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Improve County Government Operations.

Foster Sustainable Development Through Strategic Partnerships.

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). The annual cost of membership for participation in the University of California Riverside (UCR) – Southern California Research Initiative for Solar Energy/Solar Valley Consortium (Consortium) is \$5,000 for a membership period of April 21, 2026 through April 20, 2027. Sufficient appropriation exists in the County Administrative Office's 2025-26 and 2026-27 budgets to fund this Membership Agreement. Should the Membership Agreement, which includes the Intellectual Property Rights and Confidentiality Agreement, be renewed annually, the cost would be included in future recommended budgets.

BACKGROUND INFORMATION

Membership Agreement with University of California Riverside - Southern California Research Initiative for Solar Energy/Solar Valley Consortium for 2026-27
April 21, 2026

The Consortium is a group that consists of governmental organizations, regional stakeholders in energy, and educational institutions such as the UCR. The Consortium is part of the UCR - Center for Environmental Research & Technology as part of the Marian and Rosemary Bourns College of Engineering. The purpose of the Consortium is to:

- Establish a valuable source of data on solar projects and installations.
- Advocate for policies which increase the use of solar in residential and commercial buildings and in utility-scale projects.
- Assist with efforts to attract companies to this region who are involved in all aspects of solar energy and storage.
- Promote the creation of clean energy jobs and the advancement of job training.
- Contribute to education within the region as to the value of solar energy.

On March 9, 2021 (Item No. 19), the Board of Supervisors (Board) approved Membership Agreement No. 21-192, which includes the initial Membership Form, and Intellectual Property Rights and Confidentiality Agreement with the Consortium for 2020-22, at a cost of \$5,000, for a period of March 9, 2021 through June 30, 2022.

On October 25, 2022 (Item No. 37), the Board approved the renewal of Membership Agreement No. 22-1066, which includes the Membership Form, and Intellectual Property Rights and Confidentiality Agreement with the Consortium for 2022-23, at a cost of \$5,000, for a period of July 1, 2022 through June 30, 2023.

On May 23, 2023 (Item No. 32), the Board approved the renewal of Membership Agreement No. 23-451, which includes the Membership Form, and Intellectual Property Rights and Confidentiality Agreement with the Consortium for 2023-24, at a cost of \$5,000, for a period of July 1, 2023 through June 30, 2024.

The item requests approval of a Membership Agreement, which includes the Intellectual Property Rights and Confidentiality Agreement, since the Board's approval of Membership Agreement No. 23-451 on May 23, 2023 (Item No. 32). For prior years, the Membership Agreement was attached to the Intellectual Property Rights and Confidentiality Agreement, which also included a Membership Form. UCR does not require a Membership Form for 2026-27.

Approval of the Membership Agreement, as provided in Recommendation No. 1, will allow the County to receive certain benefits, such as complementary attendance at all events sponsored by the Consortium, including workshops and receipt of member publications. Along with these benefits, the County is able to provide feedback on solar and renewable energy projects, learn about technological advancements in the industry, and provide feedback on solar-related policies.

Organizations have an opportunity to join the Consortium as a member and serve on the Leadership Council to help guide the Consortium's future priorities. The Leadership Council is advisory to the Consortium. Membership in the Consortium allows the County to participate and appoint one designee to the Leadership Council.

Approval of Recommendation No. 2 will designate Supervisor Curt Hagman as the County's designee.

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Approval of Recommendation No. 3 will allow the Chair of the Board to execute, and the Deputy Executive Officer to deliver, certain documents that may, in the future, be required pursuant to the Intellectual Property Rights and Confidentiality Agreement. This may include any assignment of potential rights or other documents that the UCR may reasonably request to evidence or perfect title to any Subject Intellectual Property as defined in the Intellectual Property Rights and Confidentiality Agreement. Such execution of other documents in the future will be subject to review by County Counsel.

Per County Policy 11-05, contracts containing non-standard contract language must be approved by the Board. The Consortium Membership Agreement includes an Intellectual Property Rights and Confidentiality Agreement, which contains the following non-standard County contract terms:

1. All Subject Intellectual Property (as defined in the Membership Agreement) is the property of the Consortium through the UCR and this includes any and all inventions, discoveries, processes, machines, useful or ornamental designs, creations, ideas, or improvements thereof, and any and all materials for which patent, copyright, or other protection may be sought, and all rights in and to any of the foregoing that are made by the County and/or contributed to the Consortium project as a result of the County's participation. Additionally, this provision survives the termination of the Membership Agreement indefinitely.
 - The County's standard contract language provides that the County shall have ownership of the contractor's work product, primarily due to the use of public funds to pay for such work product.
 - Potential Impact: The County will not have rights to any work product developed as part of the Consortium and will have no ability to seek ownership of this information, if desired. After termination of the Membership Agreement, the County will not gain rights to ownership of this information and therefore this provision lasts indefinitely. This waiver of ownership includes any work product produced by a County employee, within the scope of his/her employment.

2. The County is required to comply with the confidentiality terms as listed in the Membership Agreement and the Intellectual Property Rights and Confidentiality Agreement which is attached to the Membership Agreement and includes safeguarding and non-disclosure of confidential information, and not using confidential information except for the benefit of the UCR or the Consortium.
 - The County's standard contract requires the contractor to keep County information confidential, but the County does not typically agree to maintain information or documents as confidential because of California's government transparency laws and policies, including County Code sections 19.0101 through 19.0109.
 - Potential Impact: To comply with the confidentiality provisions, the County Administrative Office will need to advise County participants of the Consortium to abide by the confidentiality terms of this Membership Agreement including strictly limiting access to and dissemination of materials, both paper and electronic, strictly limit sharing of information deemed confidential, and marking paper and electronic files as appropriate as "confidential" and which should not be placed in files with public records. These efforts should minimize inadvertent disclosure of information. In the event that a disclosure of such documents is requested, for example, through a Public Records Act request, the County may be relieved of its confidentiality obligations if disclosure is

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required by applicable law, court order, or subpoena. However, the County will bear the cost of litigation to contest or prevent disclosure.

3. The County is required to continue compliance with the confidentiality provisions of the Membership Agreement even after termination for a period of one year.
 - The County's standard contract requires the contractor to keep County information confidential and does not require the County to maintain confidentiality for any period of time.
 - Potential Impact: The County will need to continue to abide by the confidentiality provisions of this Membership Agreement, even after termination, and will need to ensure all records are maintained as confidential documents and not inadvertently disclosed. This can be accomplished through proper storage of paper and electronic documents.
4. The agreements do not require the Consortium to indemnify the County, as required by County Policies 11-05 and 11-07.
 - The County standard contract indemnify provision requires the contract to indemnify, defend, and hold the County harmless from third party claims arising out of the acts, errors or omissions of any person
 - Potential Impact: The Consortium is not required to defend, indemnify or hold the County harmless from any claims, including indemnification for claims arising from the Consortium's negligent or intentional acts.
5. The agreements do not require the Consortium to meet the County's insurance standard as required pursuant to County Policies, 11-05, 11-07 and 11-07SP.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that the Consortium will be financially responsible for claims that may arise under the agreements, which could result in expenses to the County.

The County Administrative Office recommends approval of the Membership Agreement, including the non-standard terms, as membership in the Consortium provides the County the ability to be involved in and promote clean energy and solar projects throughout the region.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Julie Surber, Principal Assistant County Counsel, 387-5455) on April 2, 2026; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) on April 8, 2026; and County Finance and Administration (Erika Rodarte, Administrative Analyst, 387-4919 and Penelope Chang, Principal Administrative Analyst, 387-4886) on April 3, 2026.

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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: April 21, 2026



cc: CAO - Shea w/agree
Contractor - c/o CAO w/agree
File - w/agree

MBA 04/23/2026