



AGREEMENT FOR CONSULTANT SERVICES AGREEMENT NO. 23/24-1071

THIS AGREEMENT is submitted on March 22nd, 2024, by and between Music Changing Lives, Food for the People, hereinafter referred to as "**MCLFFP**" and the San Bernardino County Superintendent of Schools, hereinafter referred to as "**SUPERINTENDENT**."

The purpose of this Agreement is to specify areas of cooperation and coordination between these two agencies and to maintain an effective working relationship as it relates to the promotion of health, nutrition, and well-being for students and families participating in or eligible to participate in CalFresh, previously known as the Food Stamp Program in California. In particular, this AGREEMENT is intended to:

1. Purpose

- a. Cooperate in collaboration and partnership to provide school districts with edible school gardens.
- b. Pilot the construction of one (1) school garden at Bryn Mawr Elementary School in the Redlands Unified School District, within San Bernardino County.
- c. Increase staff and student knowledge of the health benefits of consuming a variety of fresh fruits and vegetables.
- d. Train and enhance school staff capacity to provide nutrition and garden education to students and families.
- e. Reduce district training costs for staff development in nutrition and garden education.

2. Background

- a. CalFresh and California's Supplemental Nutrition Assistance Program Education (SNAP-Ed) are funded federally by the United States Department of Agriculture (USDA); administered at the state level by the California Department of Social Services (CDSS) and the California Department of Public Health (CDPH) Nutrition and Physical Activity Branch (NAPAB); and at the county level by the San Bernardino County Department of Public Health's (SBCDPH's) Nutrition and Wellness Services. The SUPERINTENDENT subcontracts with the SBCDPH Nutrition and Wellness Services - CalFresh Healthy Living Program to assist schools and community groups in providing nutrition education, health promotion, and policy, systems, and environmental change initiatives for low-income students and families throughout San Bernardino County.
- b. Music Changing Lives, Food for The People (MCLFFP) recognizes that sustainable change requires more than just physical resources—it demands education and awareness. Thus, MCLFFP's initiatives extend beyond the garden plots, encompassing comprehensive educational programs. These programs target individuals of all ages, from youth to seniors, imparting valuable knowledge on topics such as nutrition, gardening techniques, and economic sustainability.
- c. Through workshops, seminars, and hands-on activities, MCLFFP equips community members with the tools and knowledge needed to create and maintain their own economically sustainable systems. By fostering a culture of learning and self-reliance, MCLFFP empowers communities to break the cycle of food insecurity and poverty.
- d. As MCLFFP endeavors to uplift communities across the Inland Empire, it does so with a vision of holistic transformation. By addressing the root causes of food insecurity and promoting community engagement, MCLFFP strives to create a future where every individual has access to nutritious food, and where communities thrive in harmony with nature. Through the power of art, music, and the nourishment of the land, MCLFFP aims to change lives and build a brighter, more sustainable future for all.

3. Duration of Agreement

The term of this Agreement shall be from October 1, 2023, through and including September 30, 2026, upon approval by all parties, however, either party, upon 60 days written notice, may cancel the Agreement at any time.

4. SUPERINTENDENT Responsibilities

SUPERINTENDENT shall undertake the following activities during the duration of the Agreement term:

- a. Assign a specific SUPERINTENDENT staff member to interface with MCLFFP staff to help facilitate the collaboration and partnerships with school districts and school sites.
- b. Support evaluation efforts (such as pre and post surveys and classroom observation) to improve programs and services.
- c. Participate in and support the planning, development, and building of the school garden at the school site listed in this Agreement.
- d. Train school staff on how to integrate nutrition and garden curriculum in their classroom lessons and activities.
- e. Provide support for teachers and other district staff to integrate nutrition, physical activity, and garden promotion in their classrooms including sharing resources for nutrition and garden materials.
- f. When made available by the SBCDPH, provide nutrition education reinforcement items such as cookbooks, posters, and other items with nutrition messages as part of nutrition education efforts.
- g. Assure confidentiality and appropriate use of DISTRICT staff information.
- h. Provide garden or plant material to build school gardens at the site listed in this Agreement.

5. Music Changing Lives, Food for the People (MCLFFP) Responsibilities

The MCLFFP shall undertake the following activities during the duration of the Agreement term:

- a. Assign a specific MCLFFP staff member to interface with SUPERINTENDENT staff to help facilitate the collaboration and partnerships with school districts and school sites.
- b. Support any evaluation efforts (such as pre and post surveys and classroom observation) by the SUPERINTENDENT or district staff to improve programs and services.
- c. Provide garden material and/or assist in raising funds to support the development and implementation of one (1) school garden at Bryn Mawr Elementary School in the Redlands Unified School District.
- d. Participate in and support the planning, development, and building of the school gardens at the school site listed in this Agreement.
- e. Assign equipped staff to help with the building and work of the school gardens.
- f. Provide necessary tools, equipment, and resources for developing and building the school gardens.
- g. Offer the school listed in this agreement additional incentives to support the school garden (e.g., school murals, pep rallies, community engagement, ribbon cutting).
- h. Assure confidentiality and appropriate use of the SUPERINTENDENT, student, and school staff information.

6. Indemnification

- a. SUPERINTENDENT hereby agrees to indemnify, defend, and save harmless MCLFFP and its employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm, or corporation for damages, injury, or death incurred by reason of any act or failure to act by SUPERINTENDENT or SUPERINTENDENT'S officers, agents, and employees in connection with the performance of this Agreement.
- b. MCLFFP hereby agrees to indemnify, defend and save harmless SUPERINTENDENT and its officers, agents and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever

occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by the MCLFFP's employees in connection with the performance of this Agreement.

7. Record Retention

- a. SUPERINTENDENT and MCLFFP must maintain all records supporting the LOA and related activities for three years after the end of the contract term. Additionally, SUPERINTENDENT and MCLFFP agree to make all records relating to the AGREEMENT available upon request by SUPERINTENDENT, SBCDPH, CDPH, or USDA.

8. Effective Date and Signature

- a. The below signed certify that they have read and understood the nature and scope of this Agreement and support it in its entirety. The parties indicate their agreement by their signatures.

9. Insurance

MCLFFP shall take out and maintain during the life of the contract such general, automobile, and liability insurance as shall protect him and the SUPERINTENDENT from all claims for property damage arising from operations under the contract. MCLFFP shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance.

- a. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the SUPERINTENDENT stating date of cancellation or reduction and may not be less than ten (10) days after date of receipt of notice."
- b. Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
- c. Certificate of insurance for general liability insurance shall clearly state that the SUPERINTENDENT and the Redlands Unified School District are named as additionally insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the SUPERINTENDENT. MCLFFP will be required to submit the endorsement page Form CG 20 10 as proof of additional insured.
- d. Insurance shall be written for not less than the following limits, or greater if required by law:
 - 1) Workers' Compensation (must include waiver of subrogation)
 - a) State Statutory
 - b) Applicable Federal Statutory
 - 2) Commercial General Liability:
 - a) Bodily Injury \$1,000,000 each occurrence
 - b) Property Damage \$1,000,000 each occurrence
 - c) Advertising Injury \$1,000,000 each occurrence
 - 3) Comprehensive Automobile Liability (owned, non-owned, hired)
 - a) Bodily Injury \$ 500,000 each accident
 - b) Property Damage \$ 100,000 each accident
 - 4) Sexual Abuse or Molestation
 - a) Sexual Abuse or Injury Limit Insurance \$1,000,000 each occurrence

*Exceptions may be made for consultants who do not have access to students.

10. Fingerprints

This Agreement is subject to the provisions of Education Code Sections 45125.1 and 45125.2. CONSULTANT and its employees who may come into contact with pupils at any site are required to submit fingerprints to the Department of Justice. The Department of Justice will ascertain whether the individual has a pending criminal proceeding for a violent and serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**

Signature

Amber L. Arias, Manager
Procurement and Warehouse Services

Typed Name and Title

Date

REDLANDS UNIFIED SCHOOL DISTRICT

Signature

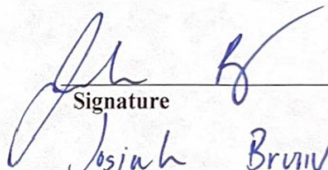
Juan Cabral, Superintendent

Name and Title

4-24-24

Date

**MUSIC CHANGING LIVES, FOOD FOR
THE PEOPLE**



Signature

Josiah Brumby

Name and Title

04.09.24

Date

THE TERMS OF THIS AGREEMENT ARE NOT IN PLACE UNTIL ALL ABOVE PARTIES HAVE SIGNED