

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SANTA BARBARA BICYCLE COALITION
AND
THE SANTA BARBARA UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT (the “Agreement”) is executed by and between the Santa Barbara Unified School District (hereinafter referred to as “School District”) and the Santa Barbara Bicycle Coalition (hereinafter referred to as “SBBIKE”) for the purpose of assisting to facilitate universal access to bicycling education to students in the Santa Barbara Unified School District.

WHEREAS, it is the intention of the School District and SBBIKE (hereinafter referred to individually as “Party” and collectively as “Parties”) to enter into this Agreement for the purpose of providing students, teachers, and other participants (hereinafter referred to as “Participants”) with the opportunity to receive bicycling education and training services provided by SBBIKE and/or their community partners.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

I. Scope of Agreement

- A. This Agreement forms the basis of mutual understanding and respective responsibilities between the School District and SBBIKE for providing bicycling education and training programs to the Participants.
- B. Participating School Sites
 - 1. Twelve (12) elementary schools from the School District agree to offer bicycling education and training services during and after school on each school’s blacktop. The elementary schools are:
 - a. Adams Elementary School;
 - b. Cleveland Elementary School;
 - c. Franklin Elementary School;
 - d. Harding University Partnership School;
 - e. McKinley Elementary School;
 - f. Monroe Elementary School;
 - g. Roosevelt Elementary School;
 - h. Santa Barbara Community Academy; and

- i. Washington Elementary School.
2. Four (4) junior high schools from the School District may offer bicycling education and training services after school on each school's blacktop. The junior high schools that may participate are:
 - a. Goleta Valley Junior High School;
 - b. La Colina Junior High School;
 - c. La Cumbre Junior High School; and
 - d. Santa Barbara Junior High School.
3. Two (2) high schools agree to offer bicycling education and training after school on each school's facilities. The high schools are:
 - a. Santa Barbara High School; and
 - b. San Marcos High School.

II. SBBIKE Roles and Responsibilities

- A. SBBIKE intends to provide the following programs, which are derived from the "Six E's" of the Safe Routes to School National Partnership program offerings to ensure a well-rounded, multi-prong program and time-tested approach to get all students safely bicycling:
 1. To provide bicycling education activities, in collaboration with the Coalition for Sustainable Transportation (COAST), to all Participants that promote awareness, safety, self-confidence and good bicycle riding skills. Programs may include, but are not limited to, the following:
 - a. Bicycle education during physical education (PE) (K-6).
 - b. Professional development for PE teachers that choose to participate.
 - c. Bicycle field trips on the roads as scheduled, supplemental to PE or AOK programming. A certificated SBUSD employee will have a visual of their students at all times at no additional cost to SBUSD.

- c. After-school Earn-A-Bike programs (Pedal Power) (age 10+).
- d. School bike clubs (6-12).
- e. Summer cycling camps (age 10+).
- f. Annual health fairs.

All instructors are certified by the League of American Bicyclists. A certificated SBUSD employee will have a visual of their students at all times.

SBBIKE staff will provide evidence of a negative TB test within the past four years (per education code 49406) and complete a live scan fingerprinting process (per education code 45125.01) if they are with SBUSD students three or more times a month, not at the expense of the SBUSD.

- 2. To encourage strategies that are designed to generate interest in active transportation to school. Programs may include, but are not limited to, the following:
 - a. Earn a bike (both new and refurbished) program.
 - b. Special events such as Family Rides and Open Streets.
 - c. Parents education with bilingual workshops.
 - d. Bike month (CycleMAYnia).
- 3. To provide a safe bicycling environment for Participants by partnering with local enforcement to encourage compliance with traffic laws in the vicinity of school campuses.

III. To conduct a data-based assessment regarding the effectiveness of each SBBIKE implemented program at schools.

A. The School District intends to provide the following:

- 1. To uphold the values associated with SBBIKE's bicycling education program, namely, promoting active, healthy lifestyles, and bicycling and walking as transportation.
- 2. When possible integrate SBBIKE's in-school program into the School District's curriculum, including but not limited to the following:

- a. Proper use, maintenance and storage of all bicycles.

- IV. To allow SBBIKES to distribute advertising and/or promotional materials to the school community, the Superintendent or designee shall review and approve all materials to ensure compliance with Board policy 1325. Content must be focused on the SBBIKES program(s) for youth conducted for SBUSD students as established by the Memorandum of Understanding."

SBBIKE will go through the civic center process to request the use of participating school site's blacktops for summer, and after-school programs at no charge, excluding the \$35 processing fee and custodial fees when applicable.

- A. Nothing in this Agreement requires SBBIKE to provide any specific programs and SBBIKE may, at its sole discretion, determine to discontinue any program at any time.

V. Term of Agreement

- A. The initial term of this Agreement shall be for a term of one (1) year commencing on May 1, 2019 and ending on June 30, 2021 (the "Initial Term"). At the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each a "Renewal Term," which collectively with the Initial Term constitutes the "Term") unless either party provides notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the then current term.
- B. This Agreement may be terminated by either Party at any time by providing at least thirty (30) days written notice to the other Party.

VI. Insurance

- A. School District and SBBIKE shall secure and maintain comprehensive general liability insurance. School District shall name SBBIKE and SBBIKE shall name School District by endorsement as an additional insured under its respective policy(s). Further, the Certificate of Insurance shall provide that insurance may not be canceled, nonrenewal, or the subject of material change in coverage or available limits of coverage, except on 30 days prior written notice to the other party.
- B. School District's insurance obligations are independent of School District's indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit, or modify School District's indemnification or other obligations or to limit School District's liability under this Agreement.

- C. SBBIKE's insurance obligations are independent of SBBIKE's indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit, or modify SBBIKE's indemnification or other obligations or to limit SBBIKE's liability under this Agreement.

VII. Indemnification

- A. SBBIKE agrees to defend, hold harmless, and indemnify School District and its directors, officers, employees, attorneys, agents, representatives, volunteers, successors and assigns ("School District Indemnified Persons") against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to any persons (including employees or other agents of School District), and damage to property including property of SBBIKE, including any claims by a third party against School District, to the extent caused by, arising out of, or in connection with, SBBIKE's acts or omissions pursuant to this Agreement whether such acts and omissions are willful or negligent, either active or passive. SBBIKE's duty to indemnify School District and School District Indemnified Persons under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from School District's negligence, omissions, or willful misconduct.
- B. School District agrees to defend, hold harmless, and indemnify SBBIKE and its directors, officers, employees, attorneys, agents, representatives, volunteers, successors and assigns ("SBBIKE Indemnified Persons") against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to any persons, including employees or other agents of SBBIKE, and damage to property including property of School District (including any claims by a third party against SBBIKE) to the extent caused by, arising out of, or in connection with, the School District's acts or omissions pursuant to this Agreement, whether such acts and omissions are willful or negligent, either active or passive. School District's duty to indemnify SBBIKE and SBBIKE Indemnified Persons under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from SBBIKE's negligence, omissions, or willful misconduct.

VIII. General Provisions

- A. **Further Assurances.** The Parties each agree to cooperate with one another, to use their best efforts, to act in good faith and to promptly

perform such acts and to execute such documents or instruments as are reasonably necessary and proper to carry out this Agreement.

- B. **Entire Agreement.** This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the Parties hereto as to the subject matter hereof.
- C. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- D. **Amendments.** The terms of this Agreement may be modified or amended at any time by written consent of both Parties.
- E. **Counterparts and Execution.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one (1) agreement, notwithstanding that all of the Parties are not signatories to the original or to the same counterpart.
- F. **Severability.** If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the Parties to the extent possible to carry out the intentions and directives stated in this Agreement.
- G. **Authority.** All individuals executing this and other documents on behalf of the respective Parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated. Each signatory shall also indemnify the other Party to this Agreement, and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.
- H. **Notices.** Any notices, approvals, consents or requests permitted or required hereunder shall be in writing and shall be deemed to have been given when 1) personally delivered or 2) sent by electronic mail to the number set forth below if said electronic mail is followed by certified mail notice as provided below, or 3) on the second business day after the date on which mailed by certified or registered mail, postage prepaid, or at such other address, notice of which is given as provided herein:

To School District:

Santa Barbara Unified School District
Meg Jetté

Asst. Supt. of Business Services
720 Santa Barbara Street
Santa Barbara, CA 93101
T: (805) 963-4338 ext 6230
Email: mjette@sbunified.org

To SBBIKE:

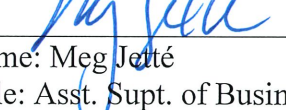
Santa Barbara Bicycle Coalition
Ed France
Executive Director
506 East Haley Street
Santa Barbara, CA 93103
T: (805) 845-8955
Email: ed@sbbike.org

With Copy To:

Dylan Johnson
Brownstein Hyatt Farber Schreck, LLP
1020 State Street
Santa Barbara, CA 93101
T: (805) 882-1413
Email: djohnson@bhfs.com

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year last written below.

SANTA BARBARA UNIFIED SCHOOL
DISTRICT

By: 
Name: Meg Jetté
Title: Asst. Supt. of Business Services

Date: 5/16/19

SANTA BARBARA
BICYCLE COALITION

By: _____
Name: _____
Title: _____

Date: _____

