

**CONTRACT 22-1002801**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH**

**FOR IMPLEMENTATION OF THE**

**COUNTYWIDE SAFE ROUTES TO SCHOOL PROGRAM**

**I. PARTIES AND TERM**

- A. This Memorandum of Understanding (“MOU”) is entered by and between the San Bernardino County Transportation Authority (“SBCTA”) and the San Bernardino County Department of Public Health (“DPH”) (each individually a “PARTY” and collectively, the “PARTIES”) on the Effective Date (as defined herein).
- B. This MOU is effective as of July 1, 2022 and expires June 30, 2025, but may be extended, or terminated earlier, in accordance with provisions of this MOU.
- C. This MOU may be terminated without cause upon thirty (30) days written notice by either PARTY. DPH and SBCTA are authorized to exercise their respective rights with respect to any termination of this AGREEMENT. The DPH Director and the SBCTA Executive Director, or their designees, each have authority to terminate this AGREEMENT. .

**II. RECITALS**

- A. WHEREAS, SBCTA and DPH desire to implement the Countywide Safe Routes to School (SRTS) Program in the County.
- B. WHEREAS, SBCTA has been awarded partial funding from the California Department of Transportation (Caltrans) Cycle 4 Active Transportation Program in the amount of \$500,000.
- C. WHEREAS, SBCTA has allocated \$253,000 as a local match for the SRTS Program.
- D. WHEREAS, DPH has allocated \$200,000 as a local match for the SRTS Program.
- E. WHEREAS, SBCTA conducted a prioritization study to select schools based on mode share, safety, equity, and demonstrated interest analysis.

- F. WHEREAS, DPH finds SBCTA qualified to implement a Safe Routes to School Program.
- G. WHEREAS, DPH desires that such services be provided by SBCTA and SBCTA agrees to perform these services as set forth below.
- H. NOW THEREFORE, SBCTA and DPH mutually agree to the following terms and conditions.

### **III. RESPONSIBILITIES**

- A. SBCTA General Responsibilities:
- i. Hire a Consultant (“Consultant”) to perform the services required for the Project as described below:
    - Plan, organize, and implement the SRTS programming to educate, encourage, enforce, and evaluate walking and bicycling among students, parents, and staff at select schools throughout the County.
    - Coordinate SRTS activities and evaluation with local transportation agency staff and planning staff to identify, prioritize, and evaluate solutions needed to remove obstacles to safe walking and bicycling to school.
    - Oversee and participate in the completion of walk audits at selected school sites.
    - Coordinate SRTS activities and evaluation with school staff, law enforcement agencies, volunteers, grantors, students, and parents.
    - Serve as liaison between students, parents, schools, law enforcement, and confer with school administrators, parents, and teachers to establish and maintain SRTS activities.
    - Provide tools, resources, and training to staff, parents, and students at selected schools to identify and overcome obstacles and develop strategies to encourage walking and bicycling safety.
    - Deliver pedestrian and bicycle safety information, including the health and academic advantages of active living.
  - ii. Submit reports of the program progress and invoices for services and costs incurred within a reasonable time and receipt of invoice by SBCTA.
  - iii. SBCTA shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for anonymous statistical information that does not identify participants. SBCTA shall not use or disclose any identifying information for any purpose other than carrying out the obligations under this MOU, except as may be otherwise required by law. This provision will remain in the force even after the termination of the MOU.

- B. DPH shall provide funding for implementation of the SRTS Program as detailed in Section V. Fiscal Provisions.

#### **IV. MUTUAL RESPONSIBILITIES**

- A. SBCTA and DPH will establish mutually satisfactory methods for the exchange of such information as may be necessary for each PARTY to perform its duties and functions under this MOU, and will establish appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. SBCTA and DPH will establish mutually satisfactory methods for dispute resolution at the lowest possible level, with a procedure to mobilize dispute resolution up through the PARTIES' respective chains of command.
- C. SBCTA and DPH will develop and implement procedures and forms necessary to administer and document program participation, compliance, and effectiveness.
- D. SBCTA and DPH will comply with the provisions of Education Code 49073.1, adhere to the requirement that pupil records will continue to be the property of and under the control of the San Bernardino County Superintendent of Schools, and ensure compliance with the Federal Family Educational Rights and Privacy Act.

#### **V. FISCAL PROVISIONS**

- A. The maximum amount of payment to SBCTA under this MOU shall not exceed \$200,000 and shall be subject to availability of funds to DPH. The consideration to be paid to SBCTA, as provided herein, shall be in full payment for all SBCTA services and expenses incurred in the performance hereof, including travel and per diem.
- B. DPH will provide the total amount of \$200,000 to provide for the local match, to be made in two payments, one in Fiscal Year 2022/2023 for \$100,000 and one in Fiscal Year 2023/2024 for \$100,000.

#### **VI. GENERAL PROVISIONS**

- A. No waiver of any of the provisions of the MOU shall be effective unless it is made in a writing which specifies the provision(s) so waived and which is executed by both PARTIES. No course of dealing and no delay or failure of a PARTY in exercising any right under any MOU shall affect any other or future exercise of that right or any exercise of any other right. A PARTY shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both PARTIES as an amendment to this MOU.
- C. This MOU constitutes the sole and entire agreement between the PARTIES governing the matters set forth herein and supersedes any prior understandings, negotiations, agreements, arrangements and undertakings, written or oral, between the PARTIES respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this MOU, are superseded except to the extent that they have been incorporated into this MOU. It is the intent of the Parties that this MOU is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions. No representation, warranty, covenant, inducement or obligation not included in this MOU shall be binding.

## **VII. MUTUAL HOLD HARMLESS**

- A. DPH agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless SBCTA, its agents, employees and officers against any and all injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys' fees, arising out of any acts or omissions of or the condition of any property owned or controlled by, DPH in the performance of this contract. It is understood that employees and any contractor or subcontractor of DPH in its performance under this contract are not agents or employees of SBCTA.
- B. SBCTA agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless DPH, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys' fees, arising out of any acts or omissions of, or the condition of any property owned or controlled by, SBCTA in the performance of this contract. It is understood that employees and any subcontractor of SBCTA in its performance under this contract are not agents or employees of DPH.

## **VIII. CONCLUSION**

- A. This MOU, consisting of five (5) pages, is the full and complete document including all covenants, conditions, and benefits.
- B. The signatures of the PARTIES affixed to this MOU affirm that they are duly authorized to commit and bind them to the terms and conditions set forth in this document.

----- SIGNATURES ON FOLLOWING PAGE -----

In witness whereof the PARTIES have executed this MOU on the dates written below and this MOU is effective upon the last date of execution below (“Effective Date”).

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Curt Hagman  
President, Board of Directors

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

**SAN BERNARDINO COUNTY  
DEPARTMENT OF PUBLIC HEALTH**

By: \_\_\_\_\_  
Curt Hagman  
Chair, Board of Supervisors

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
San Bernardino County  
General Counsel