

MEMORANDUM OF UNDERSTANDING

**Between
County of Sonoma
and
Santa Rosa City Schools**

This Memorandum of Understanding (hereinafter "MOU"), dated as of _____, 2017 (hereinafter "Effective Date") is by and between the County of Sonoma (hereinafter "County") and Santa Rosa City Schools (hereinafter "District").

The purpose of this MOU is to establish the roles and responsibilities of the parties in the provision of High School Safe Routes to School (SRTS) Pilot Program services aimed at supporting students at Maria Carrillo High School, Montgomery High School, Piner High School, and Santa Rosa High School to walk, bike, carpool, or take public transit to and from school more frequently.

1. Definitions

1.1. **HS Program** – High School Safe Routes to School Pilot Program.

1.2. **SRTS** – Safe Routes to School.

1.3. **High School Contractor** – Provides training, mentoring, and technical assistance to Student SRTS Leaders and/or Champion Teachers.

1.4. **Engineering Contractor** – Leads efforts to assess traffic safety issues during pick-up/drop-off times, conduct a walking audit, and create school *Recommended Routes Maps*.

1.5. **Champion Teachers** – Depending on the preference of the school or District: (1) Teachers are trained by the High School Contractor to provide Youth Leadership Development training, mentoring, and technical assistance to Student SRTS Leaders to develop, implement, and evaluate School SRTS Plans. (2) Teachers act as advisors to Student SRTS Leaders while the High School Contractor provides Youth Leadership Development training, mentoring, and technical assistance to Student SRTS Leaders to develop, implement, and evaluate School SRTS Plans.

1.6. **Youth Leadership Development** – A training series for high school students that provides youth with opportunities to acquire knowledge, skills, and personal confidence essential to engaging in leadership roles. The approach engages youth in the planning, implementation, and evaluation of SRTS activities. Youth will be trained and develop skills in areas such as: leadership, working on a team, goal setting, outreach, meeting facilitation, and presenting information to peers and school administration.

1.7. **Student SRTS Leaders** – Students from schools participating in the HS Program who receive Youth Leadership Development training, mentoring around the development of a School SRTS Plan, and support around implementation and evaluation of selected SRTS activities outlined in the School SRTS Plan.

1.8. **School SRTS Plan** – A plan developed by students each school year (2017-18 and 2018-19) that includes at least one education, encouragement, and traffic safety activity aimed at increasing the number of students walking, bicycling, carpooling, and/or using public

transportation to travel to/from school. The School SRTS Plan for the 2018-19 school year also includes at least one school advocacy effort related to a school policy, program, and/or infrastructure improvement related to safe routes to school.

1.9. **Recommended Routes Maps** – Maps developed by the Engineering Contractor that outline recommended routes within a mile of each school and that are aimed at increasing the number of students walking or bicycling to/from school safely.

1.10. **Walking Audit** – A processes that involves the systematic gathering of data about environmental conditions around a school that affect students walking and bicycling to/from school. This data is shared with jurisdictional public works departments to enact minor (e.g., crosswalk striping) and major (e.g., crosswalk ADA ramp construction) infrastructure changes.

1.11. **Geographic Masking** – A technique used to protect the confidentiality of individual-level data for maps (student addresses) by applying random perturbation in a systematic manner to reduce the risk of reidentification.

1.12. **Density Analysis** – A technique used to protect the confidentiality of individual-level data for maps (student addresses) by taking known numbers of students living in a particular area and combining the data to graphically show geographic areas with higher or lower densities of students.

2. County Roles and Responsibilities

2.1. During the term of this MOU, County will support implementation of the HS Program at each of the schools listed in Section 3.2 in the following ways:

2.1.1. Provide a High School Contractor to train, mentor, and provide technical assistance to Student SRTS Leaders and/or Champion Teachers.

2.1.2. Ensure High School Contractor staff who will be working on SRCS campuses meet District fingerprinting requirements.

2.1.3. Provide an Engineering Contractor to lead efforts to assess traffic safety issues, conduct a walking audit, and create school Recommended Routes Maps.

2.1.4. Coordinate HS Program evaluation activities such as student surveys, pick-up/drop-off observations, SRTS school wellness policy assessment, and a walking audit.

2.1.5. Develop school SRTS reports in January 2018 and January 2019, and disseminate reports to Student SRTS Leaders, Champion Teachers, and school administration through the High School Contractor.

2.1.6. Convene school representatives at least three times during the HS Program term to discuss adoption of HS Program by schools as a “senior project” and other school SRTS priorities.

2.1.7. Use student addresses to develop maps that are used to identify walking and bicycling routes to/from school based on the geographic areas where most students live. To protect student confidentiality, maps will be created utilizing geographic masking, density analysis techniques, or other similar techniques to reduce the risk of identification; and student addresses will be deleted once maps are created.

2.2. The primary contact at County will be Brittany Lobo (brittany.lobo@sonoma-county.org, 707-565-5383).

3. District Roles and Responsibilities

3.1. During the term of this MOU, District will support implementation of the HS Program at each school listed in Section 3.2 in the following ways:

3.1.1. Partner with County staff on the following by August 2017 and August 2018 for each participating school:

- Identify a Champion Teacher. The Champion Teacher will act as an advisor to the Student SRTS Leaders; or the Champion Teachers will train, mentor, and provide technical assistance to Student SRTS Leaders.
- Identify the days and times when County staff and the High School Contractor can conduct pick-up/drop-off observations and collect student surveys in August–September 2017 and 2018 and April–May 2018 and 2019.
- Provide County staff with student addresses (without names) and school bus stop locations. Data will be used for program planning and evaluation.

3.1.2. Provide High School Contractor with access to school grounds to provide training, mentoring, and technical assistance to Student SRTS Leaders and/or Champion Teachers.

3.1.3. Provide County, High School Contractor, and Engineer Contractor staff with access to school grounds to conduct evaluation activities such as parent surveys, student surveys, pick-up/drop-off observations, and a walking audit.

3.1.4. Provide Student SRTS Leaders with a space to meet regularly, and if needed, access to school communication venues to promote SRTS activities.

3.1.5. Identify at least one school staff member and/or administrator to participate in a walking audit in the spring of 2018.

3.1.6. Provide support to Student SRTS Leaders as they engage administration on school policy, program, and/or infrastructure improvements related to SRTS in the spring of 2019.

3.1.7. Identify at least one school staff member and/or administrator to meet with County staff at least three times during the project term to discuss adoption of HS Program by the school district as a “senior project” and other SRTS school priorities.

3.2. The primary contacts at District and each school will be as follows:

3.2.1. District Office: Stephen Mizera, Assistant Superintendent of Student and Family Services, smizera@srcs.k12.ca.us, (707)528-5272

3.2.2. Maria Carrillo High School: Katie Barr-McCurdy, Vice Principal, kbarrmccurdy@srcs.k12.ca.us, (707)528-5785

3.2.3. Montgomery High School: Randolph Burbank, Principal, rburbank@srcs.k12.ca.us, (707)528-5512

3.2.4. Piner High School: Tim Zalunardo, Principal, tzalunardo@srcs.k12.ca.us, (707)528-5356

3.2.5. Santa Rosa High School: Brad Coscarelli, Principal, bcoscarelli@srcs.k12.ca.us, (707)528-5292

4. Payment

The parties understand and agree that neither party shall receive payment from the other party for the services set forth in this MOU. Further, the parties understand and agree that neither party shall be entitled to payment or reimbursement for any expenses incurred in the completion of the services required under this MOU.

5. Term of MOU

5.1. The term of this MOU shall be from July 1, 2017 through June 30, 2019.

5.2. Either party may terminate this MOU for convenience and without cause upon 30 days' advance written notice.

6. Confidentiality

Both parties agree to maintain the confidentiality of all confidential student information, including but not limited to student addresses and client information in accordance with all applicable State and Federal laws and regulations.

7. Dispute Resolution

If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties and any client or patient involved.

8. Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the MOU.

9. Insurance

With respect to performance of work under this MOU, District shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit A (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit A").

10. Extra or Changed Work

Extra or changed work or other changes to the MOU may be authorized only by written amendment to this MOU, signed by both parties. Minor changes, which do not increase the

amount paid under the MOU, and which do not significantly change the scope of work or significantly lengthen time schedules, may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Sections 1-11, County personnel are without authorization to order extra or changed work or waive MOU requirements. Failure of District to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the MOU price or MOU time due to such unauthorized work, and thereafter District shall be entitled to no compensation whatsoever for the performance of such work. District further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of County.

11. Merger

This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

Santa Rosa City Schools:

Stephen Mizera, Assistant Superintendent
Student and Family Services
Santa Rosa City Schools

Dated

Department of Health Services:

Barbie Robinson, Director
Department of Health Services

Dated

Approved as to Substance:



Division Director or Designee

6.7.17

Dated

Approved as to Form:



County Counsel

5/23/17

Dated

Approved as to Substance:



Privacy & Security Officer

6-1-17

Dated

Exhibit A. Insurance Requirements
(Template 3 – Rev 2016 Mar 16)

With respect to performance of work under this MOU, District shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this MOU.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this MOU or failure to identify any insurance deficiency shall not relieve District from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this MOU.

1. Workers Compensation and Employers Liability Insurance

- a. Required if District has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.
- e. If District currently has no employees as defined by the Labor Code of the State of California, District agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this MOU or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If District maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by District.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. District is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether District has a claim against the insurance or is named as a party in any action involving County.

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- d. **"County of Sonoma, their Officers, Agents, and Employees"** shall be endorsed as **additional insureds** for liability arising out of operations by or on behalf of the District in the performance of this MOU.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and District and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. ***Required Evidence of Insurance***
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If District currently owns no autos, District agrees to obtain such insurance should any autos be acquired during the term of this MOU or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. ***Required Evidence of Insurance:*** Certificate of Insurance.
4. Standards for Insurance Companies
- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
5. Documentation
- a. All required Evidence of Insurance shall be submitted prior to the execution of this MOU. District agrees to maintain current Evidence of Insurance on file with County for the entire term of this MOU and any additional periods if specified in Sections 1, 2 or 3 above.
 - b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

**County of Sonoma, their Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
3313 Chanate Road
Santa Rosa CA 95404**
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- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. District shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

District's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If District fails to maintain insurance which is required pursuant to this MOU, it shall be deemed a material breach of this MOU. County, at its sole option, may terminate this MOU and obtain damages from District resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to District, County may deduct from sums due to District any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.