

**Memorandum of
Agreement Between the
County of
Monterey and
Gonzales Unified School District**

This Memorandum of Agreement (AGREEMENT) is between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and GONZALES UNIFIED SCHOOL DISTRICT (hereinafter “GUSD”).

- 1.0 Background:** Safe Travels Via Salinas (STVS) is a program within the County of Monterey Health Department (MCHD). The STVS program aims to reduce pedestrian and cyclist injuries and fatalities by working with local partners and communities to promote safety education. As part of this initiative, MCHD will partner with the Gonzales Unified School District to provide pedestrian and bicycle safety education to youth and community members in the City of Gonzales
- 2.0 Term:** Subject to funding, this AGREEMENT will become effective upon execution to November 30, 2027. This AGREEMENT may be amended in writing by both parties. Either party may terminate this AGREEMENT with a thirty (30) day advance written notice.
- 3.0 Notices:** Notices to the parties in connection with this AGREEMENT shall be given by email as follows:
- | | |
|---|--|
| County of Monterey Health Department
Jessica Perez, Chronic Disease Prevention Coordinator
Telephone: (831) 279-4613
Email: perezj7@countyofmonterey.gov | Gonzales Unified School District
Dr. Joey Adame, Superintendent
Telephone: (831) 675-0100
Email: jadame@gonzales.k12.ca.us |
|---|--|
- 4.0 Communication:** County and GUSD will communicate as needed throughout the term of the AGREEMENT. Communication includes email, telephonic, virtual platforms, and face to face meetings.
- 5.0 Participants to be served:** First through sixth grade students within GUSD.
- 6.0 County Responsibilities:**
1. Conduct in-class presentations on pedestrian safety to 1st, 2nd and 3rd grade students at La Gloria Elementary School, providing one presentation per class.
 2. Conduct four (4) Walk to School Days, held once per week for four (4) weeks, starting from Central Park. Dates to be scheduled based on school and parent input.
 3. Conduct a Bike Repair Workshop during May Bike Month in collaboration with Greenfield Community Science Workshop at La Gloria Elementary School. Workshop dates to be scheduled based on school and parent input.
 4. Conduct presentation on pedestrian and bicycle safety at two (2) parent meetings.
 5. Conduct on-site helmet inspections and distribute helmets to students who ride their bike, scooter, or skateboard to school.

6. Assist the police department in delivering three (3) bicycle safety assembly-style presentations to 4th, 5th, and 6th grades at La Gloria Elementary School, with one assembly per grade.
7. Assist police department in delivering three (3) presentations on pedestrian and bicycle safety, crossing safety, Walking School Bus activities, and related topics to parents at La Gloria Elementary, Fairview Middle, Gonzales High School.
8. Promote active modes of transportation by collaborating with GUSD schools, parents, and the broader community to reduce pedestrian and cyclist injuries and fatalities resulting from collisions.

7.0 GUSD Responsibilities:

1. Provide access to parents and classrooms to conduct presentations for students in grades 1 through 6. This shall include one presentation per class for grades 1 through 3, totaling twelve (12) classroom presentations, and three (3) assembly-style presentations for grades 4 through 6.
2. Provide opportunities to County program representatives to present at two (2) parent group meetings to promote grant-funded activities.
3. Designate school staff member(s) to act as point(s) of contact(s) to assist in coordinating Walk to School Days and promote program activities among students, parents, and families.
4. Provide access to space for meetings, events, and presentations related to the program.
5. support the promotion of the program activities by posting event announcements and distributing flyers to students and families.
6. Participate in four (4) Walk to School Days, ensuring that at least one (1) police officer accompanies families of La Gloria Elementary School as they walk from Central Park.
7. Provide access to La Gloria Elementary traffic garden during May Bike month for bike repair workshop. Workshop dates to be scheduled based on input from the school and parents.
8. Provide access to schools for helmet inspections and distribution for students who ride their bike, scooter, or skateboard to school.
9. Provide access for police department to conduct presentations to parents on pedestrian and bike safety at La Gloria Elementary, Fairview Middle, and Gonzales High School.

8.0 Mutual Indemnification: County hereby agrees to indemnify, defend, and save harmless **GUSD** and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by County or County's officers, agents, and employees in connections with the performance of this Agreement.

8.1 **GUSD** hereby agrees to indemnify, defend, and save harmless County and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by **GUSD** or **GUSD'S** officers, agents, and employees in connections with the performance of this Agreement.

- 8.2** Both parties are responsible for providing proof of insurance or self-insurance for: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability. Both parties shall list the other as the certificate holder as follows:

County of Monterey
1270 Natividad Road
Salinas, CA 93906

Gonzales Unified School District
600 Elko Street
Gonzales, CA 0100

- 9.0 Fiscal Provisions:** There is no exchange of funds between parties associated with this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the authority as follows.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of County Counsel
Susan K. Blitch, County Counsel

By:  _____
County Counsel

Date: 4/9/2025 | 4:22 PM PDT

Approved as to Fiscal Provisions

By:  _____
Auditor/Controller

Date: 4/10/2025 | 7:23 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

GONZALES UNIFIED SCHOOL DISTRICT

By:  _____
(Signature of Chair, President, or Vice President)

Joey Adame, Superintendent
Name and Title

Date: 4/7/2025 | 1:35 PM PDT

By: _____
(Signature of Chair, President, or Vice President)

Name and Title

Date: _____

County Board of Supervisors' Agreement No _____ approved on _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profits corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute the Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required.
²Approval by Auditor-Controller is required.
³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9.