

**Memorandum of Agreement
Between the
County of Monterey
And the
Greenfield Union School District (GUSD)**

This Memorandum of Agreement (AGREEMENT) is between the County of Monterey, a political subdivision of the State of California (hereinafter "COUNTY") and the GREENFIELD UNION SCHOOL DISTRICT (hereinafter "GUSD").

1.0 Background: COUNTY awardee of the Via Salinas Valley: Active Transportation Program Grant funded by California Office of Traffic Safety. COUNTY is responsible for promoting active modes of transportation by working with schools, parents, and the broader community to reduce the incidence of injuries and fatalities to pedestrians and cyclists due to collisions. COUNTY through its Via Salinas Valley Program will assist in providing comprehensive programming, including Safe Routes to School, and active transportation education to support safe environments for pedestrians and cyclists while encouraging students and parents to use active modes of transportation.

1.1 COUNTY and GUSD have a common objective: to reduce the rates of pedestrian and cyclist collisions at and around designated schools within GUSD by implementing Safe Routes to School programming, and active transportation education to support safe environments for pedestrians and cyclists while encouraging students and parents to use active modes of transportation.

2.0 Term: AGREEMENT will become effective Upon execution through September 30, 2024. 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:

The County of Monterey Health Department
ATTN: Jessica Perez
1441 Schilling Place, South 1st Floor
Salinas, CA 93906
(831) 755-8975
perezj7@co.monterey.ca.us

Greenfield Union School District
ATTN: Zandra Jo Galvan
493 El Camino Real
Greenfield, CA 93929
(831) 674-2840
zjgalvan@greenfield.k12.ca.us

4.0 COUNTY Responsibilities:

- Provide in class presentations on pedestrian safety to 1st, 2nd and 3rd grades 1 presentation/class) at four elementary schools.
- Assist police department in providing four bicycle safety assembly style presentation to 4th, 5th and 6th grades at four elementary schools. One assembly at each school.
- Providing educational pedestrian and bicycle safety presentations to parents.
- Promoting active modes of transportation by working with GUSD schools, parents, and the broader community to reduce incidence of injuries and fatalities to pedestrians and cyclists due to collisions.

5.0 GUSD Responsibilities:

- Provide access to parents and classrooms to conduct presentations in grades 1st through 3rd grades (one presentation per class) at four elementary schools.
- Provide access to 4th, 5th and 6th grades to provide four assembly style presentation on bicycle safety in partnership with police department (1 assembly/school) at four elementary schools.
- Provide opportunity to present at parent groups to promote grant activities.
- Provide school staff members to serve as a contact person to aid in walk to school days and promote activities with students, parents, and families at four elementary schools (Mary Chapa, Cesar Chavez, Oak Ave. and Arroyo Seco).

6.0 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.

6.1 GUSD 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.

6.2 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

Greenfield Union School District
493 El Camino Real
Greenfield, CA 93929

7.0 Fiscal Provisions: There is no exchange of funds between parties associated with this Agreement.

This space intentionally left blank

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

GREENFIELD SCHOOL DISTRICT

By: _____
Contracts/Purchasing Officer

By: *[Signature]*

Date: _____

Title: Superintendent

By: _____
Elsa Mendoza Jimenez, Director of Health Services

Date: January 31, 2024

Date: _____

Approved as to Form

By: *[Signature]*
County Counsel

Date: 2/12/2024 | 1:23 PM PST

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 2/12/2024 | 4:53 PM PST

Approved as to Liability Provisions

By: _____
Risk Management

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