

**MEMORANDUM OF UNDERSTANDING  
REGARDING THE WALKING SCHOOL BUS PROGRAM**

This Agreement is entered into as of \_\_\_\_\_, 2008 (the “Effective Date”) between the CITY OF LEMOORE, a public body corporate and politic (the “City”), and the LEMOORE UNION ELEMENTARY SCHOOL DISTRICT, a California school district (the “District”), with respect to the following facts:

RECITALS

- A. The District currently has 4 elementary schools which have varying levels of students who walk and bike to school. Many of the students at these schools are driven to school, which increases congestion and risk to the students that walk and bike to school.
- B. The City and the District are concerned with the safety of the students, and currently the City deploys the majority of its safety personnel to the various schools during the mornings and afternoons of each weekday during the school year.
- C. The City has submitted a request for funds to the California Department of Transportation, under the Safe Routes to School initiative, to create a Walking School Bus Program for the goal of increasing the number of children that walk and bike to school for reasons of health and safety.
- D. In order to further encourage and enable more children to safely walk and bike to school, the City is willing to participate with the District in the Program on the terms, conditions, requirements and limitations set forth in this Agreement.

AGREEMENT

THEREFORE, in consideration for the parties’ mutual promises and obligations below, the City and the District agree as follows:

- 1. The District shall create, operate and administer a “Walking School Bus Program” in the City of Lemoore. The District shall hire one (1) part-time person to oversee and coordinate the activities of the program. The District shall be wholly responsible for hiring, supervision and payment of such person, who will be considered an employee of the District. The District shall indemnify, defend and hold the City free and harmless from and against any and all legal liability in any way resulting from employment, supervision or payment of such person. The District shall comply, if applicable, with all state and federal laws relating to the employment of such person, including without limitation, the Worker’s Compensation Laws of the State of California.
- 2. The District shall utilize the person described in paragraph 1 to conduct parent surveys and student tallies, organize meetings for parents, teachers, and

- neighbors, find volunteers, develop walking school bus routes, train and assign walking school bus leaders, assist schools with related education programs, launch the walking school bus program as a pilot program for two (2) of the four (4) elementary schools for the 2008-2009 school year, followed by implementation in the two (2) remaining schools the following year, stimulate and sustain interest in the program, and collect and compile evaluation data to prepare required progress reports every six months.
3. The City shall pay to the District the sum of overhead costs, which includes salary, supplies, and materials, the total shall not exceed \$40,000 per year. City shall pay the District quarterly, upon receipt of invoices from the District and upon written approval from the City Manager showing completion of activities for which compensation is requested.
  4. Nothing in this Agreement shall be construed as creating any kind of partnership, joint venture or other relationship between the City and the District other than that of independent contractual parties set forth in this Agreement. The program coordinator hired by the District will not be considered an employee of the City of Lemoore for any purpose.
  5. Indemnity and Hold Harmless. Each party shall defend, indemnify and hold harmless the other party and their respective directors, officers and employees from and against any and all claims for personal injury, wrongful death, property damage or economic loss to the extent caused by the negligent or wrongful act or omission of the indemnifying party or any of its employees, contractors or volunteers in connection with this Agreement.
  6. Insurance. The City and the District shall each, at all times under this Agreement, maintain in full force and effect, public liability insurance in an amount not less than \$1,000,000 in combined limits. In the event of cancellation or termination of such insurance, this Agreement shall immediately and automatically terminate, and the City shall be released of all liability to the District.
  7. In the event of any litigation between the parties relating to this Agreement, the prevailing party in such litigation (including arbitration) shall be entitled to recover its reasonable attorney fees in addition to any damages, which are awarded therein.
  8. This Agreement may be terminated by either party at any time upon no less than sixty (60) days written notice to the other party.
  9. This Agreement shall be interpreted under the laws of the State of California.
  10. This Agreement integrates all prior discussions and negotiations between the parties with respect to matters contained herein, and supersede all such prior negotiations, discussions or agreements.
  11. The District will utilize these funds in a manner consistent with this Agreement.
  12. This Memorandum of Understanding may be amended only by written amendment, signed by the parties.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**RATIFICATION SIGNATURES**

\_\_\_\_\_  
Jeff Britz, City Manager

\_\_\_\_\_  
Rick Rayburn, Superintendent, LUESD

ATTEST:

\_\_\_\_\_  
Nanci C.O. Lima, City Clerk