

**MEMORANDUM OF UNDERSTANDING FOR
YOUTH CIVIC ENGAGEMENT COUNCIL
BETWEEN
THE CITY OF SAN BERNARDINO AND
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT (this “Agreement”) is made and executed this 7th day of December 2022 (the “Effective Date”), between the CITY OF SAN BERNARDINO, a charter city and municipal corporation (“CITY”), and SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, a California Unified School District (“PARTNER”), each individually a “Party” and together the “Parties” to this Agreement.

1. **RECITALS.** This Agreement is made with reference to the following facts and objectives:
 - A. PARTNER is a California Unified School District.
 - B. CITY is committed to the Youth Civic Engagement Council Program (“Program”) to educate and provide opportunities for students to participate civically in the legislative process and give back to their community.
 - C. CITY and PARTNER wish to enter into this Agreement to further the Program and to further the CITY’s purpose and goals.
2. **PARTNER’S RESPONSIBILITIES.** PARTNER will do the following:
 - A. Market and promote the Program to appropriate teachers, parents, guardians, and students and solicit applications from prospective Program Participants;
 - B. Appoint a Youth Council Coordinator as the liaison between the CITY and the PARTNER, who will administer the PARTNER’s responsibilities within the Program;
 - C. Identify the appropriate parent(s) and/or guardian(s) for each student proposed to participate in the Program (“Program Participants”);
 - D. Inform CITY of the names of prospective Program Participants who submit complete applications and the name and contact information of each prospective Program Participant’s parent and/or guardian, as well as all other relevant information (i.e., transcripts, whether their parent/guardian has signed the City’s waiver, etc.);
 - E. Advise Program Participants and their parent(s) and/or guardian(s) that Program Participants will be subject to the CITY’s policies, procedures, organizational protocols, rules and regulations, and all reasonable directions given by qualified

CITY personnel while providing services pursuant to this Agreement;

- F. Inform the Program Participants and their parent(s) and/or guardian(s) of any requirements maintained by the CITY for acceptance into the Program (i.e., transcripts);
- G. Provide each Program Participant and his or her parent(s) and/or guardian(s) with a copy of CITY's existing pertinent rules, regulations, and policies with which the Program Participant is expected to comply. PARTNER shall cause each Program Participant's appropriate parent and/or guardian to sign CITY's standard Volunteer Release and Waiver of Liability form as well as CITY's standard Confidentiality and Non-Disclosure Agreement in consideration of each prospective Program Participant being considered for inclusion in the Program by CITY;
- H. Meet with CITY officials when needed to discuss the Program and provide strategic input.

3. **CITY'S RESPONSIBILITIES.** CITY agrees to do the following:

- A. Determine the number of Program Participants the CITY can accommodate and accept during an academic year.
- B. Approve, in its sole and absolute discretion, which prospective students will participate in the Program as Program Participants;
- C. Reasonably exercise the right to terminate any Program Participant whose performance is detrimental to the achievement of the stated objectives of the Program experience. Prior to such termination the CITY shall notify the Youth Council Coordinator of any performance concerns it may have about a Program Participant. Notwithstanding the foregoing, CITY may terminate a Program Participant immediately after providing such notification to the Youth Council Coordinator;
- D. Provide appropriate supervision to Program Participants while such Program Participants are on site and maintaining supervision until students get picked up by a parent/guardian, bus, or other method of transportation to get home. CITY will maintain employee background checks of any staff supervising the Program and those background checks will be provided to PARTNER upon request;
- E. Advise PARTNER of any changes in its personnel, operation, waivers, agreements, or policies which may impact the Program Participants' experiences or the application of prospective Program Participants;
- F. Provide feedback to PARTNER on performance of Program Participants, as

necessary; and

- G. Meet with PARTNER as necessary to discuss the Program and provide strategic input.

4. **MUTUAL RESPONSIBILITIES.** CITY and PARTNER mutually agree to do the following:

- A. Collaborate and develop strategies for the mutual promotion of the Program;
- B. Cooperate and work in good faith in order to accomplish the stated goals of the Program; and
- C. After the execution of this Agreement, participate in a kick-off meeting to coordinate the initial implementation of the Program.

5. **RELATIONSHIP**

- A. Program Participants and PARTNER's personnel will not be considered the CITY's employees. CITY does not assume any liability under law relating to workers' compensation on account of any act of any Program Participant or any other person performing duties, receiving experience and training (clinical or not), or traveling pursuant to the Agreement.
- B. The relationship of CITY and PARTNER is that of independent contractor. Neither Party will be considered the agent or employee of the other. Neither will exercise control or direction over the other while performing their respective obligations under this Agreement. Neither Party intends to create a partnership or joint venture by entering into this Agreement.

6. **TERM.** The term of this Agreement will be for two (2) years from its effective date ("Initial Term"). The Initial Term shall renew automatically for subsequent one (1) year terms on the anniversary date of the Agreement each year unless earlier terminated in accordance with this Agreement. The total term of the Agreement may not exceed sixty months from the Effective Date.

7. **TERMINATION.** Either Party may terminate this Agreement at any time with or without cause, upon written or verbal notification. Termination will be effective thirty (30) days after notification.

8. **ASSIGNMENT.** Neither Party may assign this Agreement or any interest therein.

9. **INDEMNIFICATION**

- A. Each Party holds the other harmless and free from any and all liability arising out

of or in connection with its performance or breach of this Agreement, and that of its officers, directors, employees, agents, representatives, and volunteers. Each Party is responsible for its own legal defense and costs, expenses, or liabilities arising out of its own action, inaction, or willful conduct, or that of its officers, directors, employees, agents, representatives, and volunteers.

- B. The Parties expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

10. **INSURANCE**

- A. PARTNER understands and acknowledges that CITY is a public entity and is a self-insured for general liability and workers' compensation.
- B. CITY understands and acknowledges that PARTNER is a public entity and is self-insured for general liability and workers' compensation.

11. **NOTICES.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Party to this Agreement by the other Party will be in writing and will be deemed served when personally delivered to the Party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to PARTNER at:

San Bernardino City Unified School District
777 North "F" Street
San Bernardino, CA 92410

or to CITY at:

City of San Bernardino
Vanir Tower, 290 North D Street
San Bernardino, CA 92401

Either Party may change its address for the purpose of this Section by giving written notice of the change to the other Party.

12. **PARTIES' REPRESENTATIVES.**

- A. CITY's City Manager, or designee, has authority to administer this Agreement. The City Manager will have the ability to act and make all decisions or determinations necessary to facilitate performance pursuant to this Agreement. All such actions by the City Manager, or designee, are binding and final.
- B. PARTNER's Chief Communications & Community Engagement Officer, or designee, has authority to administer this Agreement. The Principal on Assignment in the Community Engagement Office will have the ability to act and make all decisions or determinations necessary to facilitate performance pursuant to this Agreement.

13. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that agreements ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

14. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in San Bernardino County.

15. **PARTIAL INVALIDITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain in effect, unimpaired by the holding.

16. **ENTIRE AGREEMENT.** This Agreement and its Attachments constitute the sole agreement between CITY and PARTNER respecting the matters set forth above and correctly sets forth the obligations of CITY and PARTNER. Any agreement or representations respecting the issues in this Agreement not expressly set forth in this instrument are void.

17. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be construed to confer any rights or benefits to or upon any person other than CITY and PARTNER.

18. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

19. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

20. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING FOR
YOUTH CIVIC ENGAGEMENT COUNCIL**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY

PARTNER

CITY OF SAN BERNARDINO

**SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT**

APPROVED BY:

Robert D. Field
City Manager

Signature

Name

ATTESTED BY:

Genoveva Rocha
City Clerk

Title

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney