



Santa Barbara  
**SCHOOL DISTRICTS**

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Date: March 31, 2009  
To: Dr. J. Brian Sarvis, Superintendent  
From: Eric D. Smith, Deputy Superintendent  
Subject: Approval of the Memorandum of Understanding between the Santa Barbara School Districts and the Santa Barbara Certified Farmers Market Association for the Operation of the Harding School Farmers Market

Consent Item

Background

On February 24, 2009, the board of education adopted resolution number 08/09-25 Rendering City of Santa Barbara Zoning Ordinance Applicable and endorsed the development of the "Harding School Farmer's Market". At that time, staff was directed to work with legal counsel to prepare a memorandum of understanding (MOU) between the districts and the Santa Barbara Certified Farmers Market Association regarding the operation of the Harding School Farmers Market.

Results

The attached MOU prescribes the size of the market, its location on the Harding campus, the days and hours of the market's operation, traffic and parking restrictions, and the insurance requirements and civic center fees required of the Santa Barbara Certified Farmers Market Association in order to operate the market. The MOU also establishes a governance council that will meet quarterly to monitor the project, to assess traffic impacts, and to review any concerns as a result of the market's operation.

Recommendation

That the board approve the memorandum of understanding between the Santa Barbara School Districts and the Santa Barbara Certified Farmers Market Association for the operation of the Harding Elementary School Farmers Market.

<b>Attachment(s)?</b>	<input checked="" type="checkbox"/>	<b>Yes (if so, please attach)</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>Powerpoint</b>	<input type="checkbox"/>	<b>Overhead</b>	<input type="checkbox"/>	<b>Consultant</b>
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Adams Elementary School Cesar Chavez Charter School Cleveland Elementary School Franklin Elementary School	Harding Elementary School McKinley Elementary School Monroe Elementary School Open Alternative School	Peabody Charter School Roosevelt Elementary School Santa Barbara Charter School Santa Barbara Community Academy Washington Elementary School	Goleta Valley Junior High School La Colina Junior High School La Cumbre Junior High School Santa Barbara Junior High School	Dos Pueblos High School La Cuesta Continuation High School San Marcos High School Santa Barbara High School
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## **MEMORANDUM OF UNDERSTANDING FOR THE HARDING SCHOOL FARMERS MARKET**

This Memorandum of Understanding (“MOU”) is entered into by and between the Santa Barbara School Districts and the Santa Barbara Certified Farmers Market Association effective as of \_\_\_\_\_, 2009. This MOU is made with reference to the following facts:

### **RECITALS**

A. The Santa Barbara School Districts (“District”) are a political subdivision of the State of California and the owner of that certain real property located at 1625 Robbins Street, Santa Barbara, California, commonly known as Harding Elementary School (“Harding School”).

B. The Santa Barbara Certified Farmers Market Association (“SBCFMA”) is an Internal Revenue Code § 501(c)(3) nonprofit mutual benefit corporation founded to provide California growers with direct access at landmark locations to market their agricultural products directly to the local community.

C. The Board of Education of the Districts adopted Resolution #08/09-25 “Resolution Rendering City of Santa Barbara Zoning Ordinance Inapplicable” on February 24, 2009, thereby endorsing the development of the “Harding School Farmers Market” project on its real property known as Harding School, and rendering any applicable city zoning ordinances inapplicable for the Harding School Farmers Market.

D. The parties hereto wish to memorialize their mutual rights and responsibilities with respect to the operation and management of the Harding School Farmers Market (the “Market”).

### **DEFINITIONS**

E. “Participants” shall mean the farmers and/or growers who are members of SBCFMA and who participate in the Market and sell their goods at the Market.

F. “Attendees” shall mean the public at large, including students and their parents, who are invited to attend the Market and purchase the goods offered by the Participants.

NOW THEREFORE, the parties agree as follows:

### **PROJECT SPECIFICATIONS AND OPERATION**

1. The Market will begin in the spring of 2009 and proceed through June 2010, and will continue thereafter only following an annual review by the committee

referenced in paragraph 10 below, and extension of this MOU between the District and SBCFMA. The date of the Grand Opening will be jointly determined by the parties herein.

2. Days and Hours of Operation: The Market is scheduled for every Wednesday year-round from 3:00 p.m. until dusk, rain or shine. Start time will be no sooner than one-half hour after dismissal of students from class.

3. Location: The Market will take place on the Mountain Avenue playground of the Harding School. All other school facilities, such as school buildings, offices, restrooms, interior play areas, etc., will not be accessible to Farmers Market Participants or Attendees.

4. Size: The Market will include no more than twenty (20) Participants during any single event throughout the project period.

5. SBCFMA will provide portable restrooms which meet the Americans with Disabilities Act requirements for Participants' use and for use by Attendees to the Market. Harding School restrooms will not be accessible to Market Participants or Attendees. SBCFMA will be responsible for upkeep, maintenance and security (to remain locked except during Market hours) of the portable restrooms.

#### TRAFFIC & PARKING: INGRESS AND EGRESS

6. Promotional materials will be distributed to the community by the parties herein encouraging market Attendees to walk to or use MTD bus transportation to and from the Market.

7. Parking: Harding School has approximately 18 parking spaces in its school parking lot and these may be used for parking to Market Attendees if available. SBCFMA shall monitor on-campus parking before, during, and after each event to ensure safety.

8. Participants in the Market will enter and exit the Market on the Mountain Avenue playground through the double gates on Mountain Avenue. Participants may enter the Market no earlier than 2:30 p.m. to set up for the Market. Participants must close shop and vacate the school premises as soon after close of the Market as possible.

9. SBCFMA and/or the District will coordinate application of signage to direct Market Attendees to only enter and exit the Market event through the gate on Robbins Street or through the double or single gates on Mountain Avenue. There will be no access to the Market through school buildings.

#### OVERNIGHT AND MANAGEMENT

10. A committee, not to exceed seven (7) members, representing the District,

SBCFMA, Harding School, and the community, will be appointed jointly by the Harding School principal and the SBCFMA general manager and shall meet in September, January, and May of each year that this MOU and/or any subsequent agreement is in effect concerning the Market to monitor the project, assess traffic and parking impacts, review concerns and propose solutions to address any concerns relating to the project and/or its operations. Once the committee is installed, the committee shall give written notice to each committee member of the exact dates for committee meetings.

The committee may consist of the following representatives: the SBCFMA general manager; the Harding School principal; a Harding School teacher; a parent of a Harding School student; a representative from the District's business office; a representative from the City of Santa Barbara; and a community member who lives in close proximity to the Market. The principal of the Harding School shall serve as liaison to the SBCFMA general manager.

11. SBCFMA will be solely responsible for all aspects of internal management of the Market, including setting up the Market, cleaning and disposal of waste after close of the Market, and management of Market Participants.

#### INSURANCE

12. SBCFMA, at its sole cost and expense, shall maintain comprehensive general liability insurance for the period covered by this MOU in the amount of at least \$2,000,000 per occurrence combined single limit coverage. Such coverage shall include, but not be limited to, protecting against claims arising from the activities contemplated under this MOU. SBCFMA shall furnish the District with a Certificate of Insurance naming the District as an additional insured and shall keep such insurance in place at all times during the term of this MOU and any extension thereto.

#### TERMINATION

13. This MOU may be terminated with or without cause by either party based upon sixty (60) days written notice.

#### CIVIC CENTER ACT PERMIT AND FEES

14. SBCFMA shall comply with the Civic Center Act requirements as set forth in the District's "Application and Permit for Civic Center Use of Site Property" including payment of the fees specified therein or as provided in separate written notice by the District in conjunction with said Civic Center Act application and permit.

#### MISCELLANEOUS PROVISIONS

15. Except as otherwise provided herein, each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents and employees from any and all liabilities, claims, or losses of any nature, including attorneys' fees, to the extent

caused by, arising out of, or in connection with, the indemnifying party's negligent acts or omissions either pursuant to this MOU or pursuant to Market-related activities.

16. This MOU is subject to, and expressly conditioned upon approval by the Santa Barbara School Districts Board of Education.

17. This MOU may be amended only in a writing signed by both the District and SBCFMA. The District School Board must approve any such changes or modifications.

18. All questions with respect to the construction of this MOU and the rights and liabilities of the Parties to the MOU shall be governed by the laws of the State of California.

19. If any provision of this MOU shall be invalid or unenforceable either in its entirety or by virtue of its scope or application to given circumstances, such provision shall be deemed modified to the extent necessary to render the same valid or as not applicable to given circumstances, or deemed to be excised from this MOU, as the situation may require.

20. This MOU is to be deemed to have been prepared jointly by the Parties hereto; any uncertainty or ambiguity existing herein shall not be interpreted against either party but according to the application of rules of contracts generally.

21. Nothing contained in this MOU shall be interpreted so as to create a partnership or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

22. The captions of this MOU are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this MOU or any other provisions hereof.

23. This MOU contains the entire agreement of the parties herein, and supersedes any prior written or oral agreements or writings between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between the parties, relating to the subject matter contained herein that are not fully expressed in the MOU.

(signatures on following page)

WHEREFORE, the parties have executed the MOU effective as of the date first set forth above.

SBCFMA

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sam Edelman, General Manager

Santa Barbara School Districts

Dated: \_\_\_\_\_

\_\_\_\_\_  
J. Brian Sarvis, Superintendent