

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
RIVERSIDE AND RIDE 2 RECOVERY D.B.A. PROJECT HERO**

“BIKES4VETS” BICYCLE COLLABORATION

This Memorandum of Understanding (“MOU”) is entered into this 20th day of October, 2018 (“Effective Date”), by and between the CITY OF RIVERSIDE, a charter city and municipal corporation (“City”) and RIDE 2 RECOVERY, a California non-profit corporation, doing business as PROJECT HERO (“Project Hero”) (hereinafter, collectively, the “Parties”).

RECITALS

1. WHEREAS, the City, by and through the Riverside Police Department, is periodically in receipt of bicycles due to reasons including but not limited to: safekeeping (when the owner is known), found property (when the owner is unknown), and evidence (when there is a pending court case); and
2. WHEREAS, the Riverside Police Department makes every effort to reunite bicycles with their lawful owners; and
3. WHEREAS, despite its efforts, the Riverside Police Department periodically comes into possession of bicycles unclaimed, legally abandoned, adjudicated to be unclaimed, or otherwise amenable for disposition by the City; and
4. WHEREAS, Project Hero is a national non-profit organization dedicated to assisting military veterans affected by post-traumatic stress disorder (PTSD) and traumatic brain injury (TBI) through rehabilitation, recovery, resilience in everyday life, and increased awareness of these nationally recognized medical conditions; and
5. WHEREAS, Project Hero intends to establish the BIKES4VETS program which collects, refurbishes, and adapts bicycles to be donated for use by formerly homeless veterans, veterans with a service connected disability, other military personnel, veterans, and members of the National Guard, and their family members; and
6. WHEREAS, the City and Project Hero agree that City will donate bicycles, free of charge, in its possession which are unclaimed, legally abandoned, and/or otherwise amenable for disposition to Project Hero for the purposes of donation (i.e. free of charge) to and use by the above-mentioned veterans, military personnel, and/or their family members; and
7. WHEREAS, the City and Project Hero wish to memorialize their agreement by this Memorandum of Understanding (“MOU”);

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NOW, THEREFORE, the Parties agree as follows:

I. DEFINITIONS

- A. “Available Bicycles” means a bicycle in the City’s possession that is unclaimed, legally abandoned, adjudicated to be unclaimed, or otherwise amenable for disposition.
- B. “Otherwise amenable for disposition” means the City has adhered to its internal rules and procedures regarding disposition of surplus goods, including verifying with City departments that the departments have no use for the goods, before making the goods available for disposition to the public.

II. PROGRAM OVERVIEW

Project Hero shall establish the BIKES4VETS program (“Program”) for the purposes of obtaining, refurbishing, and occasionally adapting bicycles to be donated to military veterans, including those who are formerly homeless, have a service connected disability, and other military personnel and their families.

III. TERM

This MOU shall be effective from the Effective Date through December 31, 2021, and may be extended by mutual written agreement of the Parties for two (2) additional one (1) year periods. Such extension(s) shall be contingent upon performance of Parties in meeting Program objectives.

IV. ROLES AND RESPONSIBILITIES

A. The City shall:

- 1. Initiate contact with a Project Hero staff member to inform Project Hero of an Available Bicycle.
- 2. Donate Available Bicycles (i.e., at no charge to Project Hero), in whole or in part, to Project Hero to be used as part of the Program.
- 3. Make reasonable efforts to verify, on a quarterly basis, and based on documentation provided by Project Hero to City as required by the terms of this MOU, that the donated bicycles are being used for the Program.
- 4. Audit, if the City deems necessary, Project Hero’s records to verify and confirm that donated bicycles are being used for the Program.

B. Project Hero shall:

- 1. Promptly inspect Available Bicycles and clearly identify and categorize bicycles that are (a) suitable for refurbishment, (b) suitable to be partially

- salvaged as parts, or (c) suitable for salvage.
2. Accept Available Bicycles, in whole or in part, which it deems will be of use to the Program.
 3. Use Available Bicycles and parts to assemble safe bicycles for charitable distribution within the City of Riverside, with priority given to Riverside residences and agencies servicing Riverside residents. The priority for distributing bicycles shall be first to those with veteran status, then to those in need, as follows:
 - i. Formerly homeless veterans residing in subsidized housing, regardless of Department of Veterans Affairs disability status.
 - ii. Veterans with a service connected disability rating from the Department of Veterans Affairs.
 - iii. All other military personnel, veterans, and members of the National Guard.
 - iv. Family members of the above.
 - v. A Ride 2 Recovery cycling class or event, if not a children's bicycle.
 - vi. Riverside's youth.
 4. Maintain a receipt for each bicycle and salvaged bicycle part received from City and provide a quarterly report to the Riverside Police Department as to the use and/or placement of each bicycle and/or part, and the identity of each bicycle recipient and his or her status under Paragraph B.3 of this MOU.
 5. Provide receipts and documentation related to the Program to the City upon the City's request.
 6. Provide recurring classes and guided ride available to all recipients of bicycles under the Program.

V. TERMINATION

This MOU may be terminated by any Party, upon thirty (30) days prior written notice to the other Party.

VI. INDEPENDENT CONTRACTOR

Parties have a relationship based entirely on, and defined by, the express provisions of this MOU and no partnership, joint venture, agency, fiduciary, or employment relationship is intended or created by reason of this MOU. In the performance of this MOU, each Party's employees, subcontractors, and agents shall act in an independent capacity and not as officers or employees of the others. Parties acknowledge and agree that the other Party has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to that party, or to its employees, subcontractors, and agents. Parties shall each be responsible for any and all taxes that apply to it as an employer.

VII. INSURANCE

During the period of this MOU the City and Project Hero shall each maintain appropriate insurance or an equivalent program of self-insurance for purposes of General Liability, Automobile Liability, and Workers' Compensation.

VIII. AS-IS

Project Hero agrees and acknowledges that the City has made no representation or warranty as to the operational condition or safety of any bicycle and/or bicycle part or as to its/their suitability for any particular intended purpose. Project Hero hereby accepts any bicycle and/or bicycle part in an "as is" condition and agrees to have the subject bicycle and/or bicycle part inspected by a qualified bicycle mechanic at its own cost should Project Hero at any time have any concern related to the bicycle's and/or bicycle part's operational condition or safety.

IX. INHERENTLY DANGEROUS.

Project Hero hereby certifies that it is aware that the use and operation of bicycles is inherently dangerous and that use of bicycles may be subject to the risk of death or personal injury or damage to property in connection with the use or operation of said bicycle, and Project Hero freely, voluntarily, and with knowledge, assumes the risk of death, personal injury, or property damage to Project Hero and all other persons arising from or in any way connected with the use or operation of any bicycle and/or bicycle parts provided by City to Project Hero.

X. INDEMNIFICATION

Project Hero shall defend, indemnify and hold the City, its officers, employees, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the actions, negligence, or omissions of Project Hero, its officers, employees, or agents.

XI. NON-EXCLUSIVE AGREEMENT

City reserves the right, at its discretion to dispose of Available Bicycles to persons or entities other than Project Hero.

XII. NOTICE

Whenever any notice is to be given hereunder, it shall be in writing and sent to the following addresses:

CITY:	City of Riverside
	Mayor's Office
	3900 Main Street, 7 th Floor
	Riverside, CA 92501
	Attn: Luke Villalobos

PROJECT HERO: Ride 2 Recovery d.b.a. Project Hero
3288 Adams Avenue, Suite 16527
San Diego, CA 92176
Attn: Mark Weidhase

XIII. NONDISCRIMINATION

During Parties' performance of this MOU, Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this MOU.

XIV. ENTIRE AGREEMENT

This MOU states the entire agreement between the Parties with respect to the subject matter of this MOU. This MOU supersedes any written or oral agreements, negotiations, discussions, or promises between the Parties regarding the subject matter of this MOU. This MOU may not be modified except by a written amendment signed by the authorized representatives of each Party.

XV. AUTHORITY

The individuals executing this MOU and the instruments referenced herein on behalf of Parties each represent and warrant that they have the legal power, right and actual authority to bind Parties to the terms and conditions hereof and thereof.

XVI. COUNTERPARTS

This MOU may be executed and delivered in counterparts by facsimile or electronic mail, and such counterparts, together, shall constitute but the same instrument. Each of the Parties hereto agrees to additionally execute and deliver original copies of this MOU circulated subsequent to its initial execution.

XVII. INTERPRETATION

Parties acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU.

A. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise.

B. This MOU shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives.

CITY OF RIVERSIDE, a California
Charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

CERTIFIED AS TO AVAILABILITY
OF FUNDS:

By: Marie Pin
Asst. Chief Financial Officer

APPROVED AS TO FORM:

By: [Signature]
Deputy City Attorney

RIDE 2 RECOVERY, a California nonprofit
corporation, doing business as PROJECT
HERO

By: [Signature] Jaimie Lynch
Printed Name:
Title: Owner Board of Directors, Secretary

By: [Signature]
Printed Name: _____
Title: _____