MEMORANDUM OF UNDERSTANDING BY AND BETWEEN COUNTY OF HUMBOLDT AND AGENCY FOR FISCAL YEAR ****-****

This Memorandum of Understanding ("MOU"), er	ntered into this	day of	20XX,
by and between the County of Humboldt, a political s	subdivision of the	State of Californ	ia, hereinafter
referred to as "COUNTY," and	, a	, hereinafter	referred to as
"AGENCY," is made upon the following considerations	:		

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Public Health ("DHHS – Public Health"), desires to encourage bicycle travel to school through the Safe Routes to School program; and

WHEREAS, COUNTY owns a fleet of bicycles and a storage trailer; and

WHEREAS, AGENCY represents that it is willing and hold and maintain the bicycles and the trailer; and

WHEREAS, COUNTY recognizes the importance of teaching youth bicycle safety and the importance of promoting active transportation in Humboldt County; and

WHEREAS, COUNTY wishes to increase the number of students who safely walk and bicycle to school; and

WHEREAS, COUNTY wishes to decrease traffic congestion, improve traffic safety, enhance health and fitness, increase physical activity, increase independence, strengthen neighborhood livability, improve student alertness, improve academic achievement, and enhance air quality; and

WHEREAS, COUNTY understands the importance of bicycle use training and coaching to achieve these goals; and

WHEREAS, COUNTY and AGENCY recognize the importance of collaboration for developing robust and effective education activities to meet the goals of this program.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF COUNTY:

- A. COUNTY will provide all equipment and materials outlined in Exhibit A Supply List.
- B. COUNTY will provide a safety curriculum for AGENCY.
- C. COUNTY will provide staff training on the safety curriculum as needed to AGENCY.
- D. COUNTY will provide AGENCY with contact information for technical assistance to be provided by the COUNTY.
- E. COUNTY will provide basic bicycle maintenance training to AGENCY.

- F. COUNTY will ensure all bicycles are in safe and working condition before the transfer of equipment to AGENCY.
- G. COUNTY will be financially responsible for the replacement on an as-needed basis of consumables listed in Section 1 of Exhibit A used in the normal operation of this program.
- H. COUNTY will repair and maintain bicycles in good working order for the duration of AGENCY use under this agreement upon AGENCY's notification and request and will be financially responsible for said repairs and maintenance.

2. RIGHTS AND RESPONSIBILITIES OF AGENCY:

- A. AGENCY will inspect all bicycles to ensure that the bicycles are in safe and working condition before accepting and storing all equipment and materials outlined in Exhibit A for the duration of this agreement.
- B. AGENCY will provide meeting space with sufficient capacity for COUNTY to conduct an initial training.
- C. AGENCY will provide COUNTY with contact information for all AGENCY employees designated to receive initial training on the use of the bicycle fleet and trailer, and training on the delivery of cycling education, and the coordination of logistics, including program delivery and evaluation.
- D. AGENCY will utilize equipment and training received from COUNTY under the terms of this agreement to incorporate youth cycling education into its programming.
- E. AGENCY will perform basic maintenance of the bicycle fleet and trailer throughout the term of possession using its own labor sources by following the maintenance schedule outlined in Exhibit B.
- F. AGENCY will as soon as possible inform the COUNTY if bicycles and/or trailer are found to be in disrepair and require repairs while under AGENCY'S possession.
- G. AGENCY will pay any related internal administrative costs, facilities costs, and program activity costs associated with the operation of this program.
- H. AGENCY will deidentify all information and not share any personally identifiable information with COUNTY.
- I. AGENCY will be financially responsible for any lost, stolen, or damaged equipment and supplies as described in Section 2 of Exhibit A. This section excludes "wear and tear" anticipated in the normal operation of this equipment.
- J. AGENCY will be responsible for the maintenance of AGENCY property used while administering this program.

3. TERM:

20 , unless sooner terminated as provided herein.

4. <u>TERMINATION</u>:

- A. <u>Termination for Cause</u>. Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU, or violates any laws, regulations or standards applicable to its performance hereunder.
- B. <u>Termination without Cause</u>. Either party may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. <u>Termination due to Insufficient Funding</u>. COUNTY's obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide AGENCY seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. <u>Return of Equipment upon Termination</u>. In the event this MOU is terminated, COUNTY shall be responsible for removing the bicycles and trailer from AGENCY property within five business days.

5. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Public Health

Attention: Public Health Director

529 I Street

Eureka, California 95501

AGENCY: NAME

Attention: ADDRESS

CITY, STATE, ZIP

6. REPORTING REQUIREMENTS:

Each party hereto agrees to prepare and submit any and all reports that may be required by local, state and/or federal agencies for compliance with this MOU. Any and all reports required hereunder shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state and federal accessibility laws, regulations and standards, and submitted in accordance with any and all applicable timeframes.

7. RECORD RETENTION AND INSPECTION:

A. <u>Maintenance and Preservation of Records</u>. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws,

regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom.

- B. <u>Inspection of Records</u>. Each party hereby agrees to make all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all local, state and federal laws, regulations or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. All examinations and audits conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters connected with its performance hereunder, including, without limitation, the costs of administering this MOU.
- C. <u>Audit Costs</u>. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

8. CONFIDENTIAL INFORMATION:

- Disclosure of Confidential Information. In the performance of this MOU, each party may receive A. information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures - Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. <u>Continuing Compliance with Confidentiality Laws</u>. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

9. NON-DISCRIMINATION COMPLIANCE:

A. <u>Professional Services and Employment</u>. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression,

pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any applicable local, state or federal laws, regulations or standards. Nothing herein shall be construed to require employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2 of the California Code of Regulations are incorporated into this MOU by reference as if set forth in full.

10. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, AGENCY certifies that it is not a Nuclear Weapons Contractor, in that AGENCY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. AGENCY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if AGENCY subsequently becomes a Nuclear Weapons Contractor.

11. INDEMNIFICATION:

- A. <u>Hold Harmless, Defense and Indemnification</u>. AGENCY shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, AGENCY's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. <u>Effect of Insurance</u>. Acceptance of the insurance required by this Agreement shall not relieve AGENCY from liability under this provision. This provision shall apply to all claims for damages related to AGENCY 's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

12. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and AGENCY is not entitled to any rights

hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting AGENCY's indemnification obligations set forth herein, AGENCY, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of AGENCY or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 - 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 - 4. Professional Liability Insurance Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which AGENCY may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. AGENCY shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. <u>Insurance Notices</u>. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt

Attention: Risk Management 825 Fifth Street, Room 131 Eureka, California 95501

AGENCY: NAME

Attention: Street Address City, State Zip

13. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

14. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. <u>General Legal Requirements</u>. Each party hereto agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, any and all local, state and federal licensure, certification and accreditation requirements, applicable to its performance hereunder.
- B. <u>Accessibility Requirements</u>. Each party hereto agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- C. <u>Conflict of Interest Requirements</u>. Each party hereto agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

15. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

16. <u>REFERENCE TO LAWS, REGULATIONS AND STANDARDS:</u>

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

17. PROTOCOLS:

Each party agrees that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by each party hereto.

18. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

19. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

21. NO WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

22. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOU.

23. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

24. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

25. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

26. <u>ADVERTISING AND MEDIA RELEASE</u>:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOU before such interviews take place; and the other party shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Director in accordance with the notice requirements set forth herein.

27. <u>SUBCONTRACTS</u>:

Each party shall obtain prior written approval from the other party, which shall not be unreasonably withheld, before subcontracting any of its duties or obligations hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the confidentiality, licensing and certification requirements set forth herein. Each party shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all duties performed by third parties under subcontracts, whether approved by the other party or not.

28. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 7 – Record Retention and Inspection, Section 8 – Confidential Information and Section 11 – Indemnification shall survive the expiration or termination of this MOU.

29. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

30. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally each of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

31. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

32. <u>FORCE MAJEURE</u>:

No party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

33. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

34. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

35. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this MOU as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

AGENCY

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

By:	Date:
Name: <u>NAME</u>	
Title: TITLE	
By:	Date:
Name:	<u> </u>
Title:	
COUNTY OF HUMBOLDT:	
By: Sofia Pereira Public Health Director (Pursuant to authority granted by the Humboldt County Board Supervisors on, 2021 [Item)	Date:
INSURANCE AND INDEMNIFICATION REQU	JIREMENTS APPROVED:
By:Risk Management	Date:
LIST OF EXHIBITS	
Exhibit A – Supply List Exhibit B – Maintenance Schedule	

EXHIBIT A – SUPPLY LIST

COUNTY will provide AGENCY with the supplies listed below.

1. <u>CONSUMABLES:</u>

The supplies outlined in this section are the responsibility of COUNTY to provide to AGENCY upon execution of this agreement. These materials are expected to be consumed as part of operating the program. AGENCY is not responsible for their replacement.

- 15 twenty-six-inch bicycle tire tubes
- 2 twenty-eight-inch bicycle tire tubes
- 5 bicycle tire tube patch kits
- 1 bottle of bicycle chain lube
- 1 box of sidewalk chalk
- 2 rags
- 20 helmets of various sizes

2. EQUIPMENT:

Supplies listed in this section will be provided to AGENCY by COUNTY under the terms of this agreement. It is the responsibility of AGENCY to return equipment in good working condition upon termination of this agreement.

- 20' covered trailer with a side door and drop down back door
- 6 youth bikes, size extra small, Giant brand
- 9 youth bikes, size small, Giant brand
- 2 adult bikes, size medium
- 2 bike baskets
- 15 reflective vests
- 20' of cable for locking bikes inside trailer, 3 locks
- 1 bicycle foot pump
- 1 Hex wrench
- 1 Socket "Y" wrench
- 2 Tire levers
- 1 Tote box
- 30 Sport cones

Two locks for trailer doors

- 1 Ball hitch for trailer
- 1 Trailer hitch lock
- 1 Key to trailer locks and hitch each
- 4th & 5th grade Walk and Roll curriculum toolkit

EXHIBIT B – MAINTENANCE SCHEDULE

If bicycles are found to be in disrepair, please contact COUNTY staff as soon as possible so arrangements can be made to repair the bicycles at COUNTY'S expense.

Before each use of bicycles	Monthly	Quarterly	Before returning equipment to COUNTY
Check air pressure in tires and if necessary, inflate tires to recommended pressure	Inflate all tires to recommended pressure	Lubricate chains	Verify all supplies listed in Section 2 of Exhibit A are present and in good working condition
Verify brake function	Inspect brake cables for fraying	Lubricate sprockets	Clean inside of trailer
Verify gear shift function	Inspect gear shift cables for fraying	Lubricate derailleur contact points	Return all equipment in the trailer to its original position (hang bikes on hooks, put tools in tote box provided, etc.)
Check seat height for the rider and if necessary, adjust the seat height	Inspect wheels for warp and wobble	Lubricate brake contact points	
Ensure the crank arms are secure	Inspect brake pads for wear		
Ensure the chain is properly lubricated and there is no rust and if necessary, lubricate the chain	Confirm brakes operate		
	Confirm gear shift operates		