

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
SAFE MOVES**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and Safe Moves ("Consultant") (together referred to as the "Parties") as of \_\_\_\_\_, 20\_\_ (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2015, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the City's Municipal Code, Title 1, Article 6, Chapter 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \$375,000.00, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set

forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**[NOTE TO STAFF: SECTION 3 MAY BE MODIFIED AS NECESSARY FOR THE TYPE OF WORK.]**

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors.

Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work for the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000.00 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an occurrence basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

#### **4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.

- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

#### **4.4 All Policies Requirements.**

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete and legible copies of certificates of insurance evidencing all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of certificates of insurance and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance certificates prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies and endorsements at any time.
- 4.4.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.4.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.  
  
The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.
- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the

payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and



any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence,

experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other

records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

## **Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by Dean Hsiao ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:

Pat Hines  
Safe Moves  
15500 Erwin St., #1049  
Van Nuys, CA 91411

Any written notice to City shall be sent to:  
Reh-Lin N. Chen, Senior Transportation Engineer  
Engineering and Transportation Department  
City of San Leandro  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

**10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with  
report/design responsibility.

**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Payment Schedule

**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF SAN LEANDRO

CONSULTANT

\_\_\_\_\_  
Chris Zapata, City Manager

\_\_\_\_\_  
**Pat Hines, Executive Director**  
**Safe Moves**

Attest:

\_\_\_\_\_  
Marian Handa, City Clerk

Approved as to Fiscal Authority

\_\_\_\_\_  
David Baum, Finance Director

150-38-338-5120  
Account Number

Approved as to Form:

\_\_\_\_\_  
Jayne Williams, City Attorney

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Conduct City of San Leandro Safe Routes to School (SRTS) project with 4 E's

#### **1. Education**

##### **Elementary School Program**

A multifaceted approach will be used to accomplish the goals of educating elementary school students and parents about pedestrian and bicycle safety as ways to commute to and from school safely.

##### **Part 1: Student Workshops**

Workshops will be conducted for students in each for grade level in ten (10) elementary schools. Students will participate in demonstrations that include how bicycling and walking are effective modes of locomotion and promote where they can get to on your own power as well as how they can decrease air pollution, make the community safer and get physically fit. The program will also address their own perceptions and reactions to hazards created by vehicles. Students will perform in role playing exercises consisting of bicyclists, pedestrians and drivers to simulate "real-life" traffic conditions and hazards. The interactive lesson plans are designed to accommodate the abilities; cognitive learning skills of each grade level and are relevant to the diverse school communities. Bicycles, traffic signs, traffic signals and a miniature cityscape are set up in the workshop to simulate a traffic environment for students to interact with.

##### **Workshops include the following topics:**

- Bicycle safety
- Pedestrian safety
- Skills necessary to make smart choices in traffic
- Recognition and avoidance of common traffic collisions
- California Vehicle Code laws and regulations
- Use of bike racks, bike lanes, bike paths, bike trails
- Explanation of traffic environment (infrastructure)
- Understanding of driver, pedestrian and bicyclist behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Explanation of the suggested safe routes to schools
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling to a cleaner environment
- Hot spots to and from school (crime, gang activity, bullies, food vendors)

##### **Part 2: School Pedestrian and Bicycle Safety Rodeo**

The school pedestrian and bicycle safety rodeo course is an interactive exercise that allows students to learn about safety by walking and bicycling through a miniature city. The miniature city consists of streets, sidewalks, intersections, crosswalks, traffic signals, traffic signs, residential areas, business districts, cars, trucks, buses and a railroad track with signals, crossing gate and train. The miniature city is designed to simulate the diverse traffic environments in the city of San Leandro and to create "problem solving" experiences for each grade level.

Under the supervision of staff, students will walk and/or ride a bicycle through the miniature city while trying to avoid over twenty (20) traffic hazards.

To encourage students to walk and/or bike to school students will receive a “Safe Routes to School Passport – Walk, Ride and Roll Travel Diary”. Students will keep track of the days they walk or ride bicycles to school in their passport which serves as a travel diary. At the end of each month the passports are collected. All students receive a certificate of commendation for the commitment to the program, discount passes to local theme parks and are eligible to enter a contest drawing for bicycles and helmets to be given away. This incentive program will be promoted to parents so they can be motivated to support their child’s choice to walk, ride and roll to school.

In addition treadmills and stationary bikes will be set up for students so they can see how far they can walk or ride in a given amount of time. For example if a child lives 1 mile from school the student can walk on the treadmill to determine how long that would take them. This interactive exercise enables the student to realize “Wow! I can walk a mile in fifteen minutes.”

### **Part 3: Walk and Bike Clubs**

The Walk and Bike Clubs are a version of the walk and bike pools and will be coordinated by school officials, PTAs and Safe Moves to organized student lead clubs to walk and/or ride to and from school. The clubs will meet on a designated weekday to walk and/or ride to school. All club members receive a certificate of commendation and additional points toward the “Safe Routes to School Passport” bicycle giveaway.

### **Part 4: Parent Workshops**

Data found that parents were most concerned about the traffic speed and traffic volume around schools. In addition parents were also concerned about the social environment around schools – especially the likelihood of crime. These two factors strongly affected their perception of how safe it is for their child to walk or ride to school.

A successful program needs to address the social and physical factors that influence a parent’s likelihood to let their children walk or ride to school. A successful program for children and teens needs to focus on a strong incentive program that encourages kids to want to walk or bike to school. An effective safety element needs to be included in the program so that kids can navigate the sidewalk, streets, bike lanes and bike paths around their schools as well as understanding the environment in and around the entrances and exits to the school for the cars, buses and for them as pedestrians and bicyclists.

Workshops will be conducted to fully engage parents in the importance and the benefits of the program. Workshops will be a part of existing school meetings so as to ensure the maximum number of parent participation. These workshops will address parental concerns of traffic speed and traffic volume around schools as well as the social environment around schools including the concerns about crime. The workshop will also address the benefits of walking and bicycling to their child’s health. The workshops are structured to encourage the parent to “buy into” the program and to allow their children to walk or ride a bicycle to school as well as support their children’s effort to do so.

A secondary issue to be communicated to parent is the need for their children’s activity level to increase. According to the CDC, rates of overweight and obesity among youngsters have tripled since the late 1970s and now run as high as 14% among US children. Walking or biking to school is one way children can increase their activity levels, but just one in seven trips to school are made under a child’s own power.

### **Part 5: School Family Safety Rodeos**

Considering that schools often don’t have full attendance at school meetings, another method of reaching parents will be implemented to involve the entire family. The School Family Safety Rodeos would serve as “family outreach events” for the Safe Routes to School program and would be conducted on Saturdays in order the parents and their children can attend. The event will include the pedestrian and bicycle safety rodeo course that allows students to learn about safety by walking and bicycling through a miniature city.



The miniature city consists of streets, sidewalks, intersections, crosswalks, traffic signals, traffic signs, residential areas, business districts, cars, trucks, buses and a railroad track with signals, crossing gate and train. The miniature city is designed to simulate the diverse traffic environments and to create “problem solving” experiences for each grade level.

Under the supervision of staff, students and parents will walk and/or ride a bicycle through the miniature city while trying to avoid over twenty (20) traffic hazards. In addition treadmills will be set up for students to walk and so they can see how far they can walk or ride in a given amount of time. For example if a child lives 1 mile from school the student can walk on the treadmill to determine how long that would take them. This interactive exercise enables the student to realize “Wow! I can walk a mile in fifteen minutes.”

City officials, school staff, local businesses, San Leandro Police Department and San Leandro Unified School District could participate to promote the partnership of the community in the School Family Safety Rodeos with personnel, exhibit booths and donation of prizes/refreshments.

#### **Part 6: Safe Routes to School Designated Liaison**

The school principal will designate a staff person with parent volunteers to serve as the liaison with the Safe Moves to continue the program after the end of the two year program.

#### **Middle School Program (6-8 grades)**

Teens perceived drinking and driving as very dangerous due to the media coverage of tragic outcomes, however unsafe pedestrian and bicycle behaviors, although often witnessed, are considered low risk by teens and the tragic outcomes are rarely covered in the media. This poses the challenge of creating educational strategies that acknowledge adolescents' real-life experiences while helping them to recognize increased risks as pedestrians and bicyclists. In addition, the challenge is to accomplish behavioral change and address their beliefs and attitudes regarding risks.

A multifaceted approach will be used to accomplish the goals of promoting walking and riding bicycles to teens attending three (3) middle schools. The program will be effective with messages that are reliable and authentic. This is a challenging age group to affect changes in behaviors especially around issues of safety and health. The key to affecting change among this age group are messages that are reliable and authentic.

#### **Part 1: Student Workshops**

Workshops will be conducted for students in PE classes and consist of discussions on their role as part of the solution and not the problem in traffic related collisions. This will be accomplished by engaging students in traffic environment assessment and discovering the causes of traffic related collisions by examining bicycle and pedestrian crashes. The program will also stress how walking and bicycling is a valid exercise program.

Workshops include education covering:

- Bicycle safety
- Pedestrian safety
- California Vehicle Code laws and regulations
- Skills necessary to make smart choices in traffic
- Use of bike racks, bike lanes, bike paths, bike trails
- Explanation of traffic environment (infrastructure)
- Recognition and avoidance of common traffic collisions
- Understanding of driver, pedestrian and bicyclist behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Explanation of the suggested safe routes to schools
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling to a cleaner environment

- Hot spots to and from school (crime, gang activity, bullies, food vendors)

## **Part 2: Traffic Skills Course**

The Bike/Pedestrian Skills Course has three program elements:

### **Element #1: Bike/Pedestrian Collision Assessment**

The Collision Assessment is an interactive exercise allowing students to examine collision sites simulating vehicle-related fatalities and injuries in the role of an accident investigator. The crash sites are replicated in a miniature city with an actual crashed car set up on school property. A discussion will take place regarding the causes of crashes and what countermeasures can be taken to prevent traffic-related deaths and injuries.

### **Element #2: Collision Impact Perception**

To convey the physical impact of collisions students have the opportunity to climb a mobile rock wall with a safety harness under the supervision of a professional staff. The program is designed to demonstrate that a fall from the 20 foot rock wall would have the same impact on their bodies as being struck by a vehicle traveling 20 miles per hour. The experience serves to demonstrate the impact of car crash to a pedestrian or bicyclist.

### **Element #3: Walk and Ride Challenge**

To generate awareness of the physical fitness benefits to walking and bicycle treadmills and stationary bikes will be set up for students to use so they can see how far they can walk or ride in a given amount of time. This interactive exercise enables the student to realize how far they can walk and/or ride in a short period of time.

## **Part 3: Bike Rides**

Teens will be invited to participate in community bikes sponsored by community bike clubs on Saturdays. Flyers will be distributed at middle schools through the PE teachers.

## **Part 4: Bike Repairs**

At the elementary school "Family Safety Rodeos" a free bicycle repair event will take place at the office of Safe Moves by trained bike mechanics. Parts and services will be free to all youth cyclists and their parents or legal guardians.

## **Part 5: Parent Workshops**

Workshops will be conducted to fully engage parents in the importance and the benefits of the program. Workshops will be a part of existing school meetings so as to ensure the maximum number of parent participation. These workshops will address parental concerns of traffic speed and traffic volume around schools as well as the social environment around schools including the concerns about crime. The workshop will also address the benefits of walking and bicycling to their child's health. The workshops are structured to encourage the parent to "buy into" the program and to allow their children to walk or ride a bicycle to school as well as support their children's effort to do so.

## **Program Evaluation**

In addition to the Federal Safe Routes to School hand raising survey to be collected each Fall and Spring, each school would participate in a four (4) other survey collection processes:

(1) Student Travel Survey to determine the ways elementary and middle students travel to and from school. The Travel Surveys would be completed by the school officials from school records and (2) on site pre- program surveillances would be conducted to support the data from the school Travel Surveys. A (3) post-program Travel Survey would be completed by school officials with an (4) on-site post program surveillance conducted to support the data from the school Travel Surveys.

Parents will also participate in Student Travel Survey form to determine the ways their children/teens commute to and from school. The form will also ask questions about their opinion on the issues that concern them most when considering allowing their children/teens to walk and/or bicycle to school. Teachers and school officials would be asked to complete an evaluation form providing feedback on the program.

In addition to the pre-program and post-program surveillances, the results of "Safe Routes to School Passport – Walk, Ride and Roll Travel Diary" program will provide feedback on the effectiveness of the program from students.

## **2. ENCOURAGEMENT**

### **a. Incentives**

To encourage students to walk and/or bike to school students will receive a "Safe Routes to School Passport – Walk, Ride and Roll Travel Diary". Students will keep track of the days they walk or ride bicycles to school in their passport which serves as a travel diary. At the end of each month the passports are collected. All students receive a certificate of commendation for the commitment to the program, discount passes to a local theme park and are eligible to for a contest drawing for 1 of 50 bicycles and helmets to be given away. This incentive program will be promoted to parents so they can be motivated to support their children/teens' choice to walk or ride to school.

### **b. Media Promotion**

(1) Radio Disney will provide on-air announcements promoting youth to walk and ride to school safely as well as generating awareness of the physical benefits of walking and cycling. The commitment will include 120 - thirty (30) second public service announcements each program year.

(2) MTV will provide on air-announcement promoting teens to walk and ride to schools to contribute to fighting air pollution and to get fit. The commitment will include thirty (30) second public service announcements produced by Safe Moves.

#### **(3) Media Events**

Safe Moves will conduct one (1) media event during each program year to announce the program in coincide with International Walk and Bike to School Day . Officials from the Caltrans, City of San Leandro, San Leandro Unified School District, San Leandro Police Department and PTAs representatives will attend. The media event will take place at a school during one of the program activities. Press releases will be sent to all printed and electronic media. The goal is to generate awareness of the issues to the general public.

## **3. ENFORCEMENT**

### **Elementary School Program**

Workshops, School and Family Day Rodeos will include promotion of all state and city laws governing pedestrians and bicyclists with explanation of fines involved. San Leandro Police Department and the SLUSD will participate in Family Safety Rodeo Days to educate the parents the laws. In addition each agency will be on hand to discuss social factors in the neighborhood as it relates to crime.

#### **Middle Schools**

The Collision Assessment will incorporate discussions of all relevant California Vehicle Codes to pedestrians and bicyclists, including those governing drivers as it relates to pedestrians and bicyclists.

Parent Workshops will include an explanation of all relevant California Vehicle Codes to pedestrians and bicyclists including those governing drivers as it related to pedestrians and bicyclists.

#### **4. ENGINEERING**

##### **Elementary Schools**

All workshops for both students and parents will incorporate explanations of all capital improvements within a 2 mile radius of the school sites. The miniature city utilized in the School Bicycle and Pedestrian Rodeo and the Family Safety Days will include crosswalks, gap closures, bike lanes, signage, devices, street markings and any other capital improvements. Each miniature city will be relevant to each school site so that both children and parents can relate to commute to and from school by identifying the traffic environment. Teachers will coordinate the production of a class maps representing each students route to and from school for discussion at the school rodeos.

##### **Middle Schools**

The Collision Assessment will incorporate discussions of capital improvements within a two-mile radius of each school and the role these infrastructures play in the reduction of pedestrian and bicycle-related collisions. The mock city will feature will include crosswalks, gap closures, bike lanes, signage, devices, street markings and any other capital improvements. Parent workshops will incorporate explanations of all traffic infrastructures (capital improvements) within a 2 mile radius of the school sites related to pedestrians and bicyclists.

## IMPLEMENTATION SCHEDULE

Activity	Timeline	Responsible Party	Deliverable(s)
Education Activities			
<b>Part 1: Student Workshops</b> Conduct workshops for students in elementary and middle schools.	Sept. 1, 2012 – May 31, 2015	Safe Moves	250 Workshops
<b>Part 2: School Pedestrian and Bicycle Safety Rodeo</b> Conduct school pedestrian and bicycle safety rodeo course using a miniature city.	Sept. 1, 2012 – May 31, 2015	Safe Moves	100 Rodeos
<b>Part 3: Walk and Bike Clubs</b> Coordinate/supervise Walk and Bike Clubs for students to walk and/or ride to and from school.	Jan. 1, 2013 – May 31, 2015	Safe Moves	100 Walk & Bike Clubs
<b>Part 4: Parent Workshops</b> Conduct parent workshops on the benefits of walking and bicycling to their child's health, reduction of congestion around school and safety behaviors.	Sept. 1, 2012 – May 31, 2015	Safe Moves	40 Parent Workshops
<b>Part 5: Family Safety Rodeos</b> Conduct Family Safety Rodeos to serve as "family outreach events" for the Safe Routes to School program. City officials, school staff, local businesses, San Leandro Police Department and San Leandro Unified School District could participate	June 1, 2012 – May 31, 2015	Safe Moves	30 Family Safety Rodeos

to promote the partnership of the community in the School Family Safety Rodeos with personnel, exhibit booths and donation of prizes/refreshments.			
<b>Encouragement Activities</b>			
Distribute "Safe Routes to School Passport – "Walk, Ride and Roll" Travel Diary to students to keep track of the days they walk or ride bicycles to school. Prizes given for completed passports.	<i>Oct. 1, 2012 – April 30, 2015</i>	<i>Safe Moves</i>	<i>"Walk, Ride and Roll" Safe Routes to School Passports</i>
Students receive certificate of commendation, passes to a local theme park and are eligible to for a contest drawing for 1 of 10 bicycles and helmets to be given away.	<i>Oct. 1, 2012 – April 30, 2015</i>	<i>Safe Moves</i>	<i>Student Certificates of Commendations</i>
Radio Disney will provide on-air announcements promoting youth to walk and ride to school safely as well as generating awareness of the physical benefits of walking and cycling. The commitment will include 120 - thirty (30) second public service announcements each program year.	<i>Jan. 1, 2013 – April 30, 2015</i>	<i>Safe Moves</i>	<i>Bicycles and helmets (no cost to program)</i>
MTV will provide on air-announcement promoting teens to walk and ride to schools to contribute to fighting air pollution and to get fit. The commitment will include thirty (30) second public service announcements	<i>Jan. 1, 2013 – April 30, 2015</i>	<i>Safe Moves</i>	<i>Press kits</i>



Collision data will be collected monthly and shared with school officials.	Sept. 1, 2012 – May 31, 2015	Safe Moves	Collision Reports
<b>Evaluation Activities</b>			
Distribute, collect and evaluate Federal Safe Routes to School Pre Program Parent Surveys and Pre Program Student Talley Handouts.	Sept. 1, 2012 – Nov. 14, 2012	Safe Moves	Pre and Pre and Post Student Tally Teacher Hand outs
Distribute, collect and evaluate Pre-Program Student Travel Surveys	Sept.1, 2012 – Nov. 14, 2012	Safe Moves	Post Program Parent Surveys,  Pre Program Travel Surveys
Coordinate and conduct On-Site Pre Program Surveillances	Sept. 1, 2012 – May 31, 2015	Safe Moves	Monthly On-Site Surveillance Reports at each school
Coordinate and conduct data collection on traffic safety behaviors	Sept. 1, 2012 – May 31, 2015	Safe Moves	Bicycle and Pedestrian Behavior Data sheets
Distribute, collect and evaluate program certification forms completed by school officials.	Sept. 1, 2012 – May 31, 2015	Safe Moves	Program Certification forms from each school
Distribute, collect and evaluate data from "Walk, Ride and Roll Travel Diary".	Sept. 1, 2012 – May 31, 2015	Safe Moves	<i>Walk, Ride and Roll" Safe Routes to School Passports</i>
Distribute, collect and evaluate Post-Program Student Survey	April 1, 2015 – May 31, 2015	Safe Moves	<i>Post Program Student Surveys</i>
Distribute Post Program Parent Surveys and the Pre and Post Student Tally Teacher Handouts.	April 1, 2015 – May 31, 2015	Safe Moves	<i>Pos Program Parent Surveys and Post Student Talley Teacher Handouts</i>



**EXHIBIT B**

**COMPENSATION SCHEDULE**

**Detailed Breakdowns**

<b>Personnel</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Total Cost</b>
Program Coordinator	2,000	\$ 42.50	\$ 85,000.00
Program Assistant	2,250	\$ 28.89	\$ 65,000.00
Instructor - Senior	2,600	\$ 28.85	\$ 75,000.00
Instructor	1,900	\$ 26.32	\$ 50,000.00
Instructor	1,900	\$ 26.32	\$ 50,000.00
Instructor	1,900	\$ 26.32	\$ 50,000.00
<b>Grand Total</b>			<b>\$ 375,000.00</b>

**Note: All non-personnel costs, including equipment, transportation, insurance and supplies, have been integrated into labor costs.**