

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
SAFE MOVES
FOR
TRAFFIC SAFETY EDUCATION PROGRAM FOR YOUTH AND SENIOR ADULT**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro (“City”) and Safe Moves (“Consultant”) (together sometimes referred to as the “Parties”) as of _____, 2016 (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 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, 2017, 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 in the manner and 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 Subsection 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 San Leandro Municipal Code, Title 1, Chapter 6, Article 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 \$156,000.00, 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 B, 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;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and

the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

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 specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. 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.

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 fully executing 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 to 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.

4.1.1 General Requirements. 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 California Labor Code shall be solely in the discretion of the Contract Administrator.

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, agendas, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$1,000,000.00** 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, 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 accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional 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. 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.

- d. 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.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

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 5 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 shall purchase an extended period coverage for a minimum of 5 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.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

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 copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified 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 documents 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 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 Endorsement Requirements. Each insurance policy required by Section 4 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.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified 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. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

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 Subsection 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 and regulations applicable to the performance of the work hereunder, including but

not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

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 14 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 include, but are not 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 Subsection 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 Section 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 12 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 California Government Code Section 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 California Government Code Section 1090 *et seq.*, 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 Reh-Lin N. Chen ("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, Program Director

Safe Moves
15550 Erwin Street, #2451
Van Nuys, CA 91411

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

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Technician
835 East 14th Street
San Leandro, CA 94577

- 10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C 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>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification

- 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.

- 10.14 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

SAFE MOVES

Chris Zapata, City Manager

Pat Hines, Executive Director

Attest:

N/A
Consultant's DIR Registration Number, if applicable

Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7:

Form 700 Not Required

Form 700 Required

Keith R. Cooke
Engineering & Transportation Director

1969630.2 (2015)

EXHIBIT A

SCOPE OF SERVICES

Traffic Safety Education Program for Youth

Phase 1: Program Preparation, Training and Implementation

Deliverables:

- Kick-off Meeting with City Staff to confirm Work Plan
- Program Introduction Letter and Support Material
- Kick-off Meeting with school district officials, principals, PTA/PTO officials, law enforcement, community organizations and stakeholders
- School Database
- Master Calendar
- Advertising/Promotional Printed Material

Kick-off Meeting with City Staff to confirm Work Plan

Safe Moves will meet with the City Staff. The purpose of the meeting will be to finalize the scope of work for the Program, the project goals, project objectives, schedule, and project expectations, identification of stakeholders and priorities, and administrative issues, such as invoicing, reporting and other relevant project needs. Safe Moves will prepare materials including agenda for the meeting as well as meeting minutes with action items outlined.

Program Introduction Letter and Support Material

Safe Moves will prepare a Program Introduction Letter and Support Material for City Staff to review. The letter and material will include all required language and logos of the City of San Leandro and California Office of Traffic Safety. Safe Moves will send a letter and support material to each principal with follow up calls made to answer questions and schedule programs dates. If necessary and/or requested by the school principals, Safe Moves will schedule meetings or presentations to teachers.

In addition, Safe Moves will prepare the following materials in English, Spanish and Chinese to support the Program:

Advertising/Promotion Printed Material

Safe Moves will produce the following material to advertise and promote the Program:

Bicycle and Pedestrian Safety Handouts

Safe Moves will prepare age-appropriate materials for participants.

Transportation Surveys

Surveys will be conducted schools and sites serving older adults to determine the site transportation choices. Survey results will included in questionnaire with in the Month End Reports.

Teacher Guides

Bicycle and pedestrian safety tip sheets will be distributed to teachers as reference material. It will cover the rules of the road for bicyclists and pedestrians. Information will be age and grade appropriate.

Website Content

Safe Moves will provide City Staff with program information and materials to be posted on the City and school websites. This material will include reference materials, parent and older adult resource material and on-going awareness of program elements.

All materials will be produce to accommodate the language needs of the recipients.

Kick-Off Meeting with Stakeholders

Safe Moves will strive to create a diverse list of stakeholders including school district officials, principals, key school staff, PTA/PTO officials, law enforcement, community organizations, health care providers, recreation centers and youth-oriented groups for the initial program meeting. Safe Moves will prepare materials including agenda for the meeting as well as meeting minutes with action items outlined.

School Database

Safe Moves will create a database of elementary and middle schools. This listing will include a school profile featuring the following information:

- Name of school principal and/or student program coordinator
- PTA officials
- Address, telephone and fax number
- Number of students.
- Number of classes per grade level
- Number of students per grade level and per class
- Language needs
- Student transportation history
- Bicycle and pedestrian collision data for the immediate area
- School Traffic Policies

In addition, Safe Moves will create a database of stakeholders that will include school district officials, principals, key school staff, PTA/PTO officials, law enforcement, community organizations, health care providers, recreation centers and youth-oriented groups.

Master Calendar

After contacting each school, Safe Moves prepare a master calendar. The master calendar will effectively distribute student programs uniformly to reach participants of different ages, geography, ethnicity and socioeconomic backgrounds with an emphasis on high collision areas.

Safe Moves will address the diverse environments and geographical boundaries by presenting programs that address the priority problems in each community. For example, in certain communities there may be significantly higher rate of collisions than elsewhere in the City. The reasons for the higher rate of pedestrian collisions are (1) higher volume of traffic, (2) high percentage of street parking and (3) lack of

adult supervision of children.

Safe Moves will provide updates on program schedules to City Staff on a weekly basis. Upon request, Safe Moves will provide program schedule to other designated officials and stakeholders. Any school cancellation and new bookings will be emailed to City Staff as soon as they are known so that a current schedule is always available.

Phase II: Program Operations

Deliverables:

- Monthly meetings with City Staff and/or San Leandro Police Department for Collision Data
- 20 Pedestrian Safety Education Presentations at ten (10) schools for 500 1st graders
- 50 Pedestrian & Bicycle Assemblies at eight (8) elementary schools for 4,000 K-5 graders
- 15 Bike Rodeos at eight (8) elementary schools for 1,000 4th & 5th graders
- 8 Drive Your Bike Program at two (2) middle schools for 500 students
- Lesson plans & Information for K-8 students
- National Bike to School Day in May 2017
- California's Pedestrian Safety Month Sept. 2017
- Walk to School Day October 5, 2017
- OTS Safety Helmet Usage Observational Surveys

Monthly meetings with City Staff and/or San Leandro Police Department for Collision Data

Safe Moves will attend monthly meetings and/or schedule conference calls with City Staff and/or San Leandro Police Department to discuss pedestrian and bicycle related traffic collisions, areas of concerns and countermeasures. Safe Moves will prepare agendas, minutes and other presentation materials including PowerPoint presentations.

20 Pedestrian Safety Education Presentations at ten (10) schools for 500 1st graders

Students in grades 1st will participate in an interactive presentation that involves students participating in a play about the adventure of walking. Students have props and are given direction by the Safe Moves instructor who narrates and directs the students in a safety play. The students are cued to come on stage carrying their assigned and colorful props including traffic signs. Together the Safe Moves instructor and students all create a journey for the students who are walking to school. This program component combines creativity, improvisation, student participation and humor to help students learn about walking as a fun, safe and effective way to get to school.

The lesson plans include:

- Safe places and unsafe places to walk
- Explanation of traffic signs and signals
- Explanation and demonstration of role of crossing guards

Props for 1st Grade Presentations include banner with Program name and funding agency and safety Props include house, garage with driveway, cars, traffic signs, traffic signals, railroad tracks, railroad crossing gate, train, truck and a bus.

50 Pedestrian & Bicycle Assemblies at eight (8) elementary schools for 4,000 K-5 graders

Workshops for Grades K-5 are conducted in a game show format called *Walk, Ride and Roll* with the safety instructor as the game show host. This program component engages the students in active learning by challenging their critical thinking skills. *Walk, Ride and Roll* covers traffic safety, health and fitness and environmental consequences of traffic congestion and pollution. *Walk, Ride and Roll* will also include music, an egg drop to illustrate the importance of helmet use, various bicycle models and helmets.

Walk, Ride and Roll includes:

- Safe places to ride and walk (street, sidewalk, bike lane – depending on age)
- Unsafe places to ride and walk
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle and pedestrian collisions
- Explanation and demonstration of role of crossing guards
- Explanation/simulation 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 School” Map
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling for a cleaner environment
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)
- Getting on and off the bus or train safely
- Avoiding the danger zones of the bus and train
- Safe passenger habits on the bus and train
- Train/Railroad Safety

Props Include for K-5th grade assemblies include Program name and funding agency and safety props (house, garage with driveway, cars, traffic signs, traffic signals, railroad tracks, railroad crossing gate, train, truck and a bus), bicycles and helmets.

15 Bike Rodeos at ten (10) elementary schools for 1,000 4th & 5th graders

The Bike Rodeos that will educate students on how to avoid the leading causes of bicyclist related deaths and injuries with an interactive hands-on program allowing students to experience traffic situations as bicyclists in a safe learning environment called “*Safe Moves City*.” By using a realistic environment, the ability of students to recognize and avoid traffic hazards and bicycling skills are

improved. The lesson plans and traffic situations accommodate their “real life traffic challenges”.

“*Safe Moves City*” features:

- Sidewalks
- Streets
- Bike lanes
- Crosswalk sign
- Stop signs
- Traffic lights
- Railroad crossing gates
- Railroad flashing signal
- Train tracks
- Railroad crossing sign
- Train
- Pedestrian sign
- School crossing sign
- Alleyways
- Cars
- School buses
- Public buses
- Trucks
- Dog
- Houses with driveways
- Business districts
- Street Markings
- Bicycles (various models and sizes for student use)
- Bicycle helmets (various models and sizes for student use)

“*Safe Moves City*” is module and can be set up to resemble each school and surrounding traffic environment so students can practice safe pedestrian and bicyclist skills in a familiar setting. “*Safe Moves City*” will also feature bus and light rail facilities to simulate actual bus and light rail stops. When applicable “*Safe Moves City*” will show the position of the Crossing Guards. Crossing guards, if possible, will attend the School Bicycle Safety Rodeo in order to engage the students in dialogue regarding their function and responsibilities in order to facilitate a better relationship between students and the Crossing Guards.

Although the Bicycle Safety Rodeo flyer will strongly recommend that students bring their own bicycles and helmets, Safe Moves will have bicycles and helmets for those students who have signed permission forms but did not or could not bring their bicycles and helmets to schools. Precautions are taken to prevent any lice concerns. In addition, Safe Moves provides all equipment, staff and materials need to conduct the Student Bicycle Safety Rodeo including “*Safe Moves City*”, booth, table, chairs, safety barricades for the perimeter of “*Safe Moves City*” and printed material for students and teachers.

Safe Moves will teach students how to properly fit and adjust their bicycle helmets as well as conduct a bike check for tires, brakes, seat and handlebars. For any student with a bicycle and/or helmet that is need of repair or replacement, they receive an information card that they can take home to their parents. A notation is made on the student's permission form if they need a replacement helmet and arrangements are made to provide one through the principal's office.

To promote the importance of helmet use, Safe Moves will conduct a visual demonstration including egg drops. Each class will have an opportunity to participate in this demonstration.

All lesson plans are designed to be age-appropriate and administered by trained safety instructors. Rodeo Lesson Plans are as follows:

The course allows students to practice bicycle handling skills and their knowledge of bicycle and pedestrian safety as well as traffic assessment. By using this realistic environment, the students' ability to recognize and react to traffic hazards will be improved.

The lesson plans for the rodeos will be as follows:

Bicycle Handling Skills

- Proper braking techniques for various situations (steep hill, wet pavement, sand or debris)
- Proper mounting and dismounting techniques
- Left and right hand turns
- Position on the street
- Left hand shoulder check (scanning for traffic)
- Proper turning techniques (avoidance of rocks, sand, cracks, corners)
- How to avoid the leading causes of bicycle collision

Traffic Assessment Skills

- Crossing at intersections, alleyways, driveways
- Vehicles turning left and right
- Correct use of bike lanes
- Safest place to ride
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle and pedestrian collisions
- Use of bike racks, bike lanes, bike paths, bike trails
- Skills (stopping, balancing, braking, left shoulder check, scanning)
- California Vehicle Code laws and regulations
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver, pedestrian and bicyclist behaviors
- School transportation/traffic policies
- Explanation of the suggested safe routes to schools

- Importance of bicycling for physical fitness
- Effects of bicycling for a cleaner environment
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

8 Drive Your Bike Program at two (2) middle schools for 500 students

The Drive Your Bike program provides intensive education and training courses for bicycling to middle school students. Drive Your Bike programs are held during PE class or after school over a period of two weeks. Students first learn how to safely ride a bike on school grounds using a realistic traffic environment that includes Safe Moves City. The skill lessons include realistic traffic situations such as proper mounting and dismounting techniques, left and right hand turns, position on the street, left hand shoulder check (scanning for traffic), proper turning techniques (avoidance of rocks, sand, cracks, corners) and crossing an intersection.

In addition, students learn basic bike maintenance and helmet fitting.

At the conclusion of the school-based training, students participate in a street ride with instructors in order to practice their skills in real-life traffic situations. This portion of the course will be limited to those who provide a signed permission form and can pass the skills course to demonstrate their ability to ride on the street.

Lesson plans & Information for K-8 students

Safe Moves will provide lesson plans and information that is age/grade appropriate for elementary and middle school students. The curriculum will meet California State Board of Education (SBE) adopted health, physical education and science standards, State of California School District Curriculum Standards and Environment Initiative (EEI). The Curriculum will be submitted to the School District and City Staff for review and input. All policies and limitations of both the School District and the City will be considered in the final materials.

Encouragement Events (National Bike to School Day in May 2017 and California's Pedestrian Safety Month Sept. 2017, Walk to School Day October 5, 2017)

Students, parents, school professionals, community leaders and many others have participated in previous encouragement events. Safe Moves will continue to create a sense of community that has become an increasingly important reason why schools participate in these events. Safe Moves will continue to bring students, parents and community members together in order to build a sense of neighborhood by giving students and parents a chance to socialize and foster school spirit.

Safe Moves will coordinate the following activities to support and promote the event:

- Request that the school districts provide a Proclamation to announce the event and send a letter to principals requesting their participation.
- Prepare talking points to schools for their newsletters, emails to parents, PTA newsletters and for school PA announcements.
- Prepare announcements for school websites
Request that schools to post the event on their master calendars.

- Provide leadership and provide organizational info for the establishment of a student and parent led “Walk to School Day” committees at school sites. Safe Moves will contact middle schools in order to coordinate involvement of Eco-Ambassadors and/or environmental/health student clubs.
- Request presentation time at an upcoming Principals Meeting and School Board meeting.
- Safe Moves will suggest that schools to hold a pep rally prior to “International Walk to School Day” .
- Suggest schools to incorporate walking into PE time/classes.
- Encourage schools to create flyers, posters, yard signs and banners. Samples will be provided for those schools who request them. If schools prefer a flyer template, Safe Moves will provide an electronic version for their use.
- Encourage schools to have students and special guests to read promotional mentions for the morning announcements over the PA system.
- Distribute a Talley Sheet to schools to track participation.
- Distribute an Evaluation Sheet to school to provide feedback.
- Provide City Staff with list of opportunities for participation of city officials at school sites.
- Prepare and distribute print and electronic media releases.

Safe Moves will prepare a final event report that will include number of participants, photos, video and any media coverage and copies of evaluations.

OTS Safety Helmet Usage Observational Surveys

Safe Moves will conduct the Bicycle Helmet Usage Observational Surveys required by OTS. In addition to these surveys, Safe Moves staff will count the number of helmets worn at each of the bike events conducted at elementary and middle schools. These event surveys will be included in narrative section of the Month End Report and listed in the Certification/Evaluation Form. In addition to serving as a way to conduct an on-site helmet surveys, the event surveys will allow the instructors to do helmet inspections for condition and proper fit.

Safe Moves will also conduct surveillances at schools to determine the number of helmets being worn by students. Safe Moves will utilize the services of the PTA/PTO volunteers. The volunteers will be positioned a block or two from the school entrance in order to view cyclists coming to and from school. This will enable the counter to provide an accurate number of students who actually wear their helmets while riding. A note will be made of the number of students who are riding without helmets and those riding with their helmets on their handlebars.

Phase III: Assist Program Operations

Safe Moves will prepare and submit Monthly Reports to City Staff within ten calendar days following the end of the month being reported. These reports will include the following:

- Dates
- Name of schools
- Results of participant tests
- Quantities & samples of printed material distributed
- Copies of press coverage (print & media)
- Schedule of upcoming programs
- Collision data/evaluation
- Description of any problems and/or deviations
- Copies of correspondence received
- Summary of Programs Conducted
- Status of Grant Deliverables
- Billing invoices with documentation
- Helmet Surveys
- Surveillance Reports
- Copies photograph or videos

In addition, Safe Moves will include copies of all correspondence, descriptions of oral communications and any related program material including, but not limited to suggestions for program enhancements, awards and any new laws or ordinances pertaining to bicycle and pedestrian safety issues.

At the direction of City Staff, Safe Moves will provide program reports to the San Leandro Unified School District, San Lorenzo Unified School District, San Leandro Police Department or designated stakeholders.

The information and data from the Month End Reports will be used to produce a comprehensive Quarterly Performance Report in accordance with OTS requirements. The Quarterly Performance Reports will include statistical analysis of goals and objectives.

Traffic Safety Education Program for Older Adults

Phase 1: Program Preparation, Training and Implementation

Deliverables:

- Kick-off Meeting with City Staff to confirm Work Plan
- Program Introduction Letter and Support Material
- Kick-off Meeting with law enforcement, community organizations, religious-based organizations, health care providers and other stakeholders serving older adults
- Database
- Master Calendar
- Advertising/Promotional Printed Material

Kick-off Meeting with City Staff to confirm Work Plan

Following contract execution, Safe Moves will meet with the City Staff. The purpose of the meeting will be to finalize the scope of work for the Program, the project goals, project objectives, schedule, and project

expectations, identification of stakeholders and priorities, and administrative issues, such as invoicing, reporting and other relevant project needs. Safe Moves will prepare materials including agenda for the meeting as well as meeting minutes with action items outlined.

Database

Safe Moves will create a database comprising of community centers, senior centers, health care facilities, libraries and religious-base institutions. This listing will include a profile featuring the following information:

- Name of program coordinator/contact
- Address, telephone and fax number
- Description of services provided
- Language needs
- Bicycle and pedestrian collision data for the immediate area

Program Introduction Letter and Support Material

Safe Moves will prepare a Program Introduction Letter and Support Material for City Staff to review. The letter and material will include all required language and logos of the City of San Leandro and California Office of Traffic Safety. Safe Moves will send the letter and support material to each principal with follow up calls made to answer questions and schedule programs dates. If necessary and/or requested, Safe Moves will schedule meetings or presentations.

In addition, Safe Moves will prepare the following materials in English, Spanish and Chinese to support the Program:

Advertising/Promotion Printed Material

Safe Moves will produce the following material to advertise and promote the Program:

Bicycle and Pedestrian Safety Handouts

Safe Moves will prepare age-appropriate materials for participants.

Transportation Surveys

Surveys will be conducted schools and sites serving older adults to determine the site transportation choices. Survey results will include in questionnaire with in the Month End Reports.

Website Content

Safe Moves will provide City Staff with program information and materials to be posted on the City and service providers websites. This material will include reference materials, older adult resource material and on-going awareness of program elements.

All materials will be produce to accommodate the language needs of the recipients.

Master Calendar

After contacting identified sources, Safe Moves prepare a master calendar. The master calendar will effectively distribute programs uniformly to reach participants of different ages, geography, ethnicity and socioeconomic backgrounds with an emphasis on high collision areas.

Safe Moves will address the diverse environments and geographical boundaries by presenting programs that address the priority problems in each community. For example, in certain communities there may be significantly higher rate of collisions than elsewhere in the City. The reasons for the higher rate of pedestrian collisions are (1) higher volume of traffic, (2) high percentage of street parking and (3) wide streets.

Safe Moves will provide updates on program schedules to City Staff on a weekly basis. Upon request, Safe Moves will provide program schedule to other designated officials and stakeholders. Any school cancellation and new bookings will be emailed to City Staff as soon as they are known so that a current schedule is always available.

Phase II: Program Operations

Deliverables:

- Meet with City Staff and SLPD re: Collisions
- Meet with community and city organizations and health care providers
- Conduct 1 public awareness campaign with print, cable, radio and flyers in utility bills
- Conduct 12 traffic safety workshops for 300-600 adults
- Conduct 12 walking field trips for 120 adults
- Conduct 7 community events for 525-700 adults
- Collaborate with 10-15 health care providers/senior citizen centers
- Distribute safety info
- Provide outreach / education plans

Monthly meetings with City Staff and/or San Leandro Police Department for Collision Data

Safe Moves will attend monthly meetings and/or schedule conference calls with City Staff and/or San Leandro Police Department pedestrian and bicycle related traffic collisions, areas of concerns and countermeasures. Safe Moves will prepare agendas, minutes and other presentation materials including PowerPoint presentations.

Kick-Off Meeting with Stakeholders

Safe Moves will strive to create a diverse list of stakeholders including oriented groups for the initial program meeting. Safe Moves will prepare materials including agenda for the meeting as well as meeting minutes with action items outlined.

Public Awareness Campaign

Safe Moves will conduct (one) public awareness campaign to generate awareness of the program and the problems in order to alert the driving public and older adults on the importance of traffic safety. A media advisory will be sent to print, electronic media including local radio stations, city cable stations. Flyers will be distributed to all service locations and included in the utilities bills.

In addition, Safe Moves will invite the media to attend programs throughout the grant period.

All media campaign materials will include City and OTS logos and required language.

Conduct 12 traffic safety workshops for 1,000 adults

Safe Moves schedule and conduct twelve (12) traffic safety workshops for 300-600 adults. These workshops will be entertaining and address the needs of the audience. The instructor will use a combination of a PowerPoint with photos, music and personal stories from the participants to demonstrate the needs for greater awareness when walking. The workshop will include important questions to determine the level of traffic safety understanding: Questions will include:

It's safe to begin crossing the street while the RED Hand Signal is flashing. *True or False?*

Physical changes associated with aging can impair vision, hearing and response time. *True or False?*

Left-turning vehicles pose the greatest risk of intersection accidents. *True or False?*

A vehicle traveling at just 30 mph may need 125 feet to come to a complete stop, even under ideal driving conditions. *True or False?*

It's important to make sure that cars come to a complete stop before you begin to cross the street, even if the pedestrian signal is lit in your favor. *True or False?*

The workshops will include the following information:

- Safe places to ride and walk (street, sidewalk, bike lane)
- Unsafe places to ride and walk
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle and pedestrian collisions
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver, pedestrian and bicyclist behaviors
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling for a cleaner environment
- Avoiding the danger zones of the bus and train
- Safe passenger habits on the bus and train
- Train/Railroad Safety

Conduct 12 walking field trips for 120 Adults

Safe Moves will organize a minimum of twelve (12) walking field trips for 120 adults. The field trips will be held throughout the City and in areas most populated by older adults. The routes will be designed to reflect the areas where collisions are taking place so that an awareness is generated. In addition, Safe Moves will research alternative routes to better to serve the commute.

The goal of the walking field trips is to create awareness of actual hazards and to generate walking buddies among the participants.

Conduct 7 community events for 525-700 Adults

Safe Moves will identify seven (7) community events that would be well attended by older adults in order to reach out to those who did not attend the workshops or participate in the walking field trips. Furthermore,

the community events will serve as a way to reach out to families and friends who can help educate the older adult in their lives.

Safe Moves will have an interactive booth with exhibits to promote traffic safety. In addition, resource material will be distributed.

Collaborate with 10-15 health care providers/senior citizen centers

Safe Moves will establish relationship with a minimum of 10 and maximum of 15 health care providers and senior citizen centers to provide on-going programs and distribution channels for resource material. Safe Moves will provide content for their websites.

Phase III: Assist Program Operations

Safe Moves will prepare and submit Monthly Reports to City Staff within ten calendar days following the end of the month being reported. These reports will include the following:

- Dates
- Name of Service location
- Results of participant tests
- Quantities & samples of printed material distributed
- Copies of press coverage (print & media)
- Schedule of upcoming programs
- Collision data/evaluation
- Description of any problems and/or deviations
- Copies of correspondence received
- Summary of Programs Conducted
- Status of Grant Deliverables
- Billing invoices with documentation
- Copies photograph or videos

In addition, Safe Moves will include copies of all correspondence, descriptions of oral communications and any related program material including, but not limited to suggestions for program enhancements, awards and any new laws or ordinances pertaining to bicycle and pedestrian safety issues.

The information and data from the Month End Reports will be used to produce comprehensive Quarterly Performance Reports in accordance with OTS requirements. The Quarterly Performance Reports will include statistical analysis of goals and objectives.

Implementation Schedule – Traffic Safety Education Program for Youth

Safe Moves will proceed with the project on October 4, 2016 or the earliest date thereafter.

Deliverable	Timeline
Phase I: Program Preparation, Training & Implementation	October 4, 2016 – December 31, 2016
Meet with City Staff to finalize Work Plan	October 4, 2016 – October 31, 2016
Meet Stakeholders	October 4, 2016 – October 31, 2016
Create Database	October 4, 2016 – October 31, 2016
Prepare & Distribute Letter	October 4, 2016 – October 31, 2016
Prepare Master Program	October 4, 2016 - December 31, 2016
Prepare Advertising & Promotion Material	October 4, 2016 – November 30, 2016
Phase II: Program Operations	October 4, 2016 – September 30, 2017
Monthly Meetings	October 4, 2016 – September 30, 2017
20 Pedestrian Presentations	November 1, 2016 – September 30, 2017
50 Bicycle & Pedestrian Assemblies	November 1, 2016 – September 30, 2017
15 Bike Rodeos	November 1, 2016 – September 30, 2017
8 Drive Your Bike Programs	November 1, 2016 – September 30, 2017
Prepare & Distribute Lesson Plans & Information	November 1, 2016 – September 30, 2017
Participate in 2016 National Walk to School Day	October 5, 2016 if Applicable
Coordinate National Bicycle Safety Month	April 1, 2017 – May 30, 2017
Coordinate Pedestrian Safety Month Activities	August 1, 2017 – September 30, 2017
Coordinate 2017 Walk to School Day	September 1, 2017 – September 30, 2017
Administer OTS Safety Helmet Observations & Surveys	October 4, 2016-November 30, 2016
Phase III: Assist Program Operations	October 4, 2016 – September 30, 2017
Collect & Analyze Data	November 1, 2016 – September 30, 2017
Prepare & Submit Monthly Reports & Invoices	October 4, 2016 – September 30, 2017
Prepare & Submit Quarterly Performance Reports	October 4, 2016 – December 31, 2017 January 1, 2017 – March 31, 2017 April 1, 2017 – June 30, 2017 July 1, 2017 – September 30, 2017
Submit Final Report	September 1, 2017 – September 30, 2017

Implementation Schedule – Traffic Safety Education Program for Older Adults

Safe Moves will proceed with the project on October 4, 2016 or the earliest date thereafter.

Deliverable	Timeline
Phase I: Program Preparation, Training & Implementation	October 4, 2016 – December 31, 2016
Meet with City Staff to finalize Work Plan	October 4, 2016 – October 31, 2016
Meet Stakeholders	October 4, 2016 – October 31, 2016
Create Database	October 4, 2016 – October 31, 2016
Prepare & Distribute Letter	October 4, 2016 – October 31, 2016
Prepare Master Program	October 4, 2016 - December 31, 2016
Prepare Advertising & Promotion Material	October 4, 2016 – November 30, 2016
Phase II: Program Operations	October 4, 2016 – September 30, 2017
Monthly Meetings with City Staff	October 4, 2016 – September 30, 2017
Implement Public Awareness Campaign	October 4, 2016 – December 31, 2016
20 Traffic Safety Workshops	November 1, 2016 – September 30, 2017
12 Walking Field Trips	November 1, 2016 – September 30, 2017
7 Community Events	November 1, 2016 – September 30, 2017
Collaborate with 10-15 Health Care Providers/Sr. Centers	November 1, 2016 – September 30, 2017
Coordinate National Bicycle Safety Month	April 1, 2017 – May 31, 2017
Coordinate Activities for Pedestrian Safety Month	August 1, 2017 – September 30, 2017
Phase III: Assist Program Operations	October 4, 2016 – September 30, 2017
Collect & Analyze Data	November 1, 2016 – September 30, 2017
Prepare & Submit Monthly Reports & Invoices	October 4, 2016 – September 30, 2017
Prepare & Submit Quarterly Performance Reports	October 4, 2016 – December 31, 2017 January 1, 2017 – March 31, 2017 April 1, 2017 – June 30, 2017 July 1, 2017 – September 30, 2017
Submit Final Report	September 1, 2017 – September 30, 2017

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Fee Schedule of Traffic Safety Education Program for Youth

Personnel	Hourly Rate
Project Director	\$60.00
Scheduler	\$25.00
Instructor 1	\$30.00
Instructor 2	\$30.00
Instructor 3	\$30.00

Note 1: Printed Material is budgeted at 80,000.00.

Note 2: All non-personnel costs, including equipment, transportation, insurance and supplies, excluding printed material, have been integrated into labor costs.

Note 3: The total cost for Youth is \$80,000.00.

Fee Schedule of Traffic Safety Education Program for Older Adults

Personnel	Hourly Rate
Project Director	\$60.00
Scheduler	\$25.00
Instructor 1	\$30.00
Instructor 2	\$30.00
Instructor 3	\$30.00

Note 1: Printed Material is budgeted at \$9,855.00.

Note 2: All non-personnel costs, including equipment, transportation, insurance and supplies, excluding printed material, have been integrated into labor costs.

Note 3: The total cost for Older Adults is \$76,000.00.

The total cost of both traffic safety education programs is \$156,000.00

EXHIBIT C

INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected 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 called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence or willful misconduct of City.

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.

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. 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.