

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

914



FROM: Department of Public Health

SUBMITTAL DATE:
September 10, 2014

SUBJECT: Ratify the Agreement #15-055 between Safe Moves Incorporated and the County of Riverside Department of Public Health for Safe Routes to School Education. Districts 1, 3, and 5. [\$33,000] 100% State funded.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the Agreement #15-055 between Safe Moves Incorporated and the County of Riverside Department of Public Health (DOPH) from September 1, 2014 through June 30, 2015 in the amount of \$15,000 resulting in an aggregated amount of \$33,000; and
2. Authorize the Purchasing Agent to sign the agreement #15-055 with Safe Moves Incorporated, without seeking competitive bids pursuant with Ordinance 459.4, in the Amount of \$15,000 for the performance period of September 1, 2014 through June 30, 2015.

BACKGROUND:

Summary (continued on page 2)

JAS:td

Susan D. Harrington
Susan D. Harrington, Director
Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 33,000	\$ 0	\$ 33,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$	

SOURCE OF FUNDS: 100% State funded	Budget Adjustment: NO
	For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
DATE 11/7/14
BY: GREGORY P. PRIAMOS
Departmental Concurrence

Purchasing: *Mark Seller*
Mark Seller, Assistant Director

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.:

District: 1,3,5

Agenda Number:

3-16

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify the Agreement #15-055 between Safe Moves Incorporated and the County of Riverside Department of Public Health for Safe Routes to School Education. Districts 1, 3, and 5. [\$33,000] 100% State funded.

DATE: September 10, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

The DOPH received Safe Routes to School (SRTS) grants from County Transportation Land Management (TMLA) through California Department of Transportation (Caltrans). As part of grant scope of work, DOPH will need to provide SRTS education in all target area cities and school districts participating in our program.

Safe Routes Incorporated uses a multifaceted program to accomplish the goals and objectives of DOPH's Safe Route to School Program. Program implementation will utilize proven strategies based on experiential educational principals and social marketing campaigns to conduct a successful SRTS program.

DOPH currently has two other agreements with Safe Moves Incorporated for similar services in other districts of Riverside County. These two agreements were approved by the Purchasing Agent since they were both under the Purchasing Agent authority for approval. DOPH has been requested to provide the similar services for the Perris Area, City of Lake Elsinore and the City of Hemet. As a result, the three agreements combine exceeds the amount the Purchasing Agent is authorized to sign.

DOPH completed planning negotiations with targeted schools late July 2014.

Impact on Citizens and Businesses

The purpose of this program is to improve safety on walking and bicycling routes to school and to encourage children and families to travel between home and school using these modes. The students will learn the elements of traffic safety, improving the air quality and getting exercise. As a result, the students will be more active and healthier.

SUPPLEMENTAL:

Additional Fiscal Information

The three agreements with Safe Moves Incorporated aggregate an amount of \$33,000 as listed below.

Save Moves Inc. Contract #	Service Locations	Amount
13-052	Southwest Region of Riverside County	\$8,000
13-130	Desert Region, Woodcrest Area, and City of Hemet.	\$10,000
15-055	Perris Area, City of Lake Elsinore and City of Hemet	\$15,000
TOTAL AMOUNT:		\$33,000

Price Reasonableness

No one else can provide this service locally since the local police department does not have a Traffic Education Program that meets grant objectives. Safe Moves price per assembly is \$200; and each assembly is designed differently to meet the need of each grade capacity. Safe Moves also provides a Pedestrian Safety City and Pedestrian Safety Rodeo at the cost of \$2,000 per each hands-on program which allows children to experience traffic situation as a pedestrian in a traffic simulation course. Compared to other educational services agreement, Safe Moves Incorporated prices are reasonable.

COUNTY OF RIVERSIDE

DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



DEPT/BRANCH DPH/Injury Prevention Services		CONTRACT NO. 15-055		RFP NO. -----
FUND 10000	DEPARTMENT ID 4200102200	PROJECT-GRANT HS200094 HS200095 HS200096	PROGRAM	CLASS/LOCATION 6610-33204
CONTRACT AMOUNT \$15,000		PERIOD OF PERFORMANCE: September 1, 2014 through June 30, 2015		
COUNTY CONTACT Julisa Alvizo-Silva, Program Director (951) 358-7171				
CONTRACTOR REPRESENTATIVE Pat Hines, Contract Administration (818) 786-4614				
PROGRAM NAME: Safe Routes to School				

This Agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Department of Public Health, hereinafter referred to as "COUNTY," and **Safe Moves Incorporated**

hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the COUNTY has received funding by the California Department of Transportation to implement traffic safety education throughout Riverside County; and

WHEREAS, the CONTRACTOR has the expertise, special knowledge, experience, and staff to provide such identified services and is willing to so provide.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided in the Terms and Conditions on pages 2 through 17, Exhibit A, Scope of Work, consisting of nine (9) page(s), and Exhibit B, Payment Provision, consisting of one (1) page, attached hereto and incorporated herein.

CONTRACTOR
Safe Moves Incorporated

COUNTY

By _____

By _____
Cathy Silpapradist, Buyer II

Print Name _____

Date _____

Date _____

FORM APPROVED COUNTY COUNSEL

By: Patricia Munroe 10/6/14
PATRICIA MUNROE DATE

TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICES

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, SCOPE OF WORK, attached hereto and by this reference incorporated herein.

1.2 CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms it is fully apprised of all the work to be performed under this Agreement, and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B, PAYMENT PROVISION. CONTRACTOR is not to perform services or provide products outside of this Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR'S performance under this Agreement does not operate as a release of CONTRACTOR'S responsibility for full compliance with the terms of this Agreement.

2. PERIOD OF PERFORMANCE

2.1 This Agreement shall be effective on September 1, 2014 through June 30, 2015, unless terminated as specified in Section 15, TERMINATION.

3. COMPENSATION

3.1 In consideration of services provided by CONTRACTOR pursuant to Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein, CONTRACTOR shall be entitled to receive payment as specified in Exhibit B, PAYMENT PROVISIONS, attached hereto and incorporated herein. Maximum payment by COUNTY to CONTRACTOR shall not exceed fifteen thousand dollars (\$15,000), including all expenses.

3.2 COUNTY is not responsible for any fees or cost incurred above or beyond the contracted amount, as stated above in Section 3, COMPENSATION, Paragraph 3.1, and shall have no obligation to purchase any specified amount of services.

1 Unless otherwise specifically stated in Exhibit B, PAYMENT PROVISIONS,
2 COUNTY shall not be responsible for payment of any of CONTRACTOR'S
3 expenses related to this Agreement.

4 **3.3** COUNTY requires written proof satisfactory to COUNTY of cost increases prior
5 to any approved price adjustment. A minimum of 30-day advance notice in
6 writing is required to be considered and approved by COUNTY. No retroactive
7 price adjustments will be considered. Any price increases must be stated in a
8 signed written amendment to this Agreement.

9 **3.4** COUNTY'S obligation for payment under this Agreement beyond the current
10 fiscal year end is contingent upon, and limited by, the availability of COUNTY
11 funding from which payment can be made. The COUNTY shall have no
12 obligation to pay beyond June 30 of each calendar year unless funds are made
13 available for such payment. In the event such funds are not forthcoming for any
14 reason, COUNTY shall promptly notify CONTRACTOR in writing and this
15 Agreement shall be deemed terminated effective as of the date set forth in the
16 notification provided by the COUNTY.

17
18 **4. HOLD HARMLESS/INDEMNIFICATION**

19 **4.1** CONTRACTOR shall indemnify and hold harmless the COUNTY, its agencies,
20 districts, special districts and departments, their respective directors, officers,
21 Board of Supervisors, elected and appointed officials, employees, agents and
22 representatives from any liability, claim, damage or action whatsoever, based or
23 asserted upon any act or omission of CONTRACTOR, its officers, employees,
24 subcontractors, agents or representatives arising out of or in any way relating to
25 this Agreement, including but not limited to property damage, bodily injury, or
26 death, unless due to the active negligence of COUNTY. CONTRACTOR shall
27 defend, at its sole cost and expense, including but not limited to attorney fees, cost
28 of investigation, defense and settlements or awards in any such action or claim

1 against or related to the COUNTY, its agencies, districts, special districts and
 2 departments, their respective directors, officers, Board of Supervisors, elected and
 3 appointed officials, employees, agents and representatives. With respect to any
 4 action or claim subject to indemnification herein by CONTRACTOR,
 5 CONTRACTOR shall, at their sole cost, have the right to use counsel of its own
 6 choice and shall have the right to adjust, settle, or compromise any such action or
 7 claim without the prior consent of COUNTY, provided, however, that any such
 8 adjustment, settlement or compromise in no manner whatsoever limits or
 9 circumscribes CONTRACTOR'S indemnification of COUNTY.

10 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR
 11 has provided to COUNTY the appropriate form of dismissal (or similar
 12 document) relieving COUNTY from any liability for the action or claim involved.

13 **4.2** The specified insurance limits required in this Agreement shall in no way limit or
 14 circumscribe CONTRACTOR'S obligations to COUNTY to indemnify and hold
 15 harmless.

16 **4.3** In the event there is conflict between this clause and California Civil Code
 17 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
 18 Such interpretation shall not relieve the CONTRACTOR from indemnifying the
 19 COUNTY to the fullest extent allowed by law.

20
 21 **5. INDEPENDENT CONTRACTOR**

22 **5.1** The CONTRACTOR is, for the purpose relating to this Agreement, an
 23 independent CONTRACTOR and shall not be deemed an employee of the
 24 COUNTY. It is expressly understood and agreed that the CONTRACTOR
 25 (including its employees, agents and subcontractors) shall in no event be entitled
 26 to any benefits to which COUNTY employees are entitled, including but not
 27 limited to overtime, retirement benefits, workers' compensation benefits, injury
 28 leave or other leave benefits. There shall be no employer-employee relationship
 between the parties, and CONTRACTOR shall hold COUNTY harmless from any

1 and all claims that may be made against COUNTY based upon any contention by
2 a third party that an employer-employee relationship exists by reason of this
3 Agreement.

4 **5.2** It is further understood and agreed by the parties that CONTRACTOR, in the
5 performance of this Agreement, may be subject to the control or direction of
6 COUNTY merely as to the result to be accomplished, and not as to the means or
7 methods for accomplishing such results.

8 **6. LIABILITY INSURANCE**

9 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold
10 the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be
11 maintained, at its sole cost and expense, the following insurance coverage's during the
12 term of this Agreement:

13 **6.1 Workers' Compensation**

14 If the CONTRACTOR has employees as defined by the State of California, the
15 CONTRACTOR shall maintain statutory Workers' Compensation Insurance
16 (Coverage A) as prescribed by the laws of the State of California. Policy shall
17 include Employers' Liability (Coverage B) including Occupational Disease with
18 limits not less than one million dollars \$1,000,000 per person per accident. The
19 policy shall be endorsed to waive subrogation in favor of the COUNTY, and, if
20 applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

21 **6.2 Commercial General Liability**

22 Commercial General Liability insurance coverage, including but not limited to,
23 premises liability, contractual liability, products and completed operations
24 liability, personal and advertising injury covering claims which may arise from or
25 out of CONTRACTOR'S performance of its obligations hereunder. Policy shall
26 name all agencies, districts, special districts, and departments of the COUNTY of
27 Riverside, their respective directors, officers, Board of Supervisors, employees,
28 elected or appointed officials, agents or representatives as Additional Insureds.

1 and all claims that may be made against COUNTY based upon any contention by
2 a third party that an employer-employee relationship exists by reason of this
3 Agreement.

4 **5.2** It is further understood and agreed by the parties that CONTRACTOR, in the
5 performance of this Agreement, may be subject to the control or direction of
6 COUNTY merely as to the result to be accomplished, and not as to the means or
7 methods for accomplishing such results.

8 **6. LIABILITY INSURANCE**

9 Without limiting or diminishing the CONTRACTOR’S obligation to indemnify or hold
10 the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be
11 maintained, at its sole cost and expense, the following insurance coverage’s during the
12 term of this Agreement:

13 **6.1 Workers’ Compensation**

14 If the CONTRACTOR has employees as defined by the State of California, the
15 CONTRACTOR shall maintain statutory Workers' Compensation Insurance
16 (Coverage A) as prescribed by the laws of the State of California. Policy shall
17 include Employers’ Liability (Coverage B) including Occupational Disease with
18 limits not less than one million dollars \$1,000,000 per person per accident. The
19 policy shall be endorsed to waive subrogation in favor of the County of Riverside,
20 and, if applicable, to provide a Borrowed Servant/Alternate Employer
21 Endorsement.

22 **6.2 Commercial General Liability**

23 Commercial General Liability insurance coverage, including but not limited to,
24 premises liability, contractual liability, products and completed operations
25 liability, personal and advertising injury covering claims which may arise from or
26 out of CONTRACTOR’S performance of its obligations hereunder. Policy shall
27 name all agencies, districts, special districts, and departments of the County of
28 Riverside, their respective directors, officers, Board of Supervisors, employees,

1 Policy's limit of liability shall not be less than one million dollars \$1,000,000 per
2 occurrence combined single limit. If such insurance contains a general aggregate
3 limit, it shall apply separately to this agreement or be no less than two (2) times
4 the occurrence limit.

5 **6.3 Vehicle Liability**

6 If vehicles or mobile equipment are used in the performance of the obligations
7 under this Agreement, then CONTRACTOR shall maintain liability insurance for
8 all owned, non-owned or hired vehicles so used in an amount not less than one
9 million dollars \$1,000,000 per occurrence combined single limit. If such
10 insurance contains a general aggregate limit, it shall apply separately to this
11 agreement or be no less than two (2) times the occurrence limit. Policy shall name
12 the County of Riverside, its agencies, districts, special districts, and departments,
13 their respective directors, officers, Board of Supervisors, employees, elected or
14 appointed officials, agents or representatives as Additional Insureds.

15 **6.4 Professional Liability Insurance**

16 CONTRACTOR shall maintain Professional Liability Insurance providing
17 coverage for the CONTRACTOR'S performance of work included within this
18 Agreement, with a limit of liability of not less than one million dollars \$1,000,000
19 per occurrence and two million dollars \$2,000,000 annual aggregate. If
20 CONTRACTOR'S Professional Liability insurance is written on a claim made
21 basis rather than an occurrence basis, such insurance shall continue through the
22 term of this Agreement and CONTRACTOR shall purchase at his sole expense
23 either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or
24 2) Prior Dates Coverage from new insurer with a retroactive date back to the date
25 of, or prior to, the inception of this Agreement; or 3) demonstrate through
26 Certificates of Insurance that CONTRACTOR has Maintained continuous
27 coverage with the same original insurer. Coverage provided under items 1), 2), or
28

1 3) herein will continue for a period of five (5) years beyond the termination of this
2 Agreement.

3 **6.5 General Insurance Provisions - All lines**

4 **6.5.1** Any insurance carrier providing insurance coverage hereunder shall be
5 admitted to the State of California and have an A. M. BEST rating of not
6 less than A: VIII (A:8) unless such requirements are waived, in writing, by
7 the County Risk Manager. If the County's Risk Manager waives a
8 requirement for a particular insurer such waiver is only valid for that
9 specific insurer and only for one policy term.

10 **6.5.2** The CONTRACTOR must declare its insurance self-insured retentions. If
11 such self-insured retentions exceed five hundred, thousand \$500,000 per
12 occurrence such retentions shall have the prior written consent of the
13 County Risk Manager before the commencement of operations under this
14 Agreement. Upon notification of self insured retention unacceptable to the
15 COUNTY, and at the election of the Country's Risk Manager,
16 CONTRACTOR'S carriers shall either 1) reduce or eliminate such self-
17 insured retention as respects this Agreement with the COUNTY, or 2)
18 procure a bond which guarantees payment of losses and related
19 investigations, claims administration, and defense costs and expenses.

20 **6.5.3** CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to
21 furnish the County of Riverside with either 1) a properly executed original
22 Certificate(s) of Insurance and certified original copies of Endorsements
23 effecting coverage as required herein, or 2) if requested to do so orally
24 or in writing by the County Risk Manager, provide original Certified
25 copies of policies including all Endorsements and all attachments thereto,
26 showing such insurance is in full force and effect. Further, said
27 Certificate(s) and policies of insurance shall contain the covenant of the
28

1 insurance carrier(s) that thirty (30) days written notice shall be given to the
 2 County of Riverside prior to any material modification, cancellation,
 3 expiration or reduction in coverage of such insurance. In the event of a
 4 material modification, cancellation, expiration, or reduction in coverage,
 5 this Agreement shall terminate forthwith, unless the County of Riverside
 6 receives, prior to such effective date, another properly executed original
 7 Certificate of Insurance and original copies of endorsements or certified
 8 original policies, including all endorsements and attachments thereto
 9 evidencing coverage's set forth herein and the insurance required herein is
 10 in full force and effect. *CONTRACTOR shall not commence operations*
 11 *until the COUNTY has been furnished original Certificate (s) of Insurance*
 12 *and certified original copies of endorsement or policy of insurance*
 13 *including all endorsements and any and all other attachments as required*
 14 *in this Section. An individual authorized by the insurance carrier to do so*
 15 *on its behalf shall sign the original endorsements for each policy and the*
 16 *Certificate of Insurance.*

17 **6.5.4** It is understood and agreed to by the parties hereto and the insurance
 18 company(s), that the Certificate(s) of insurance and policies shall so
 19 covenant and shall be construed as primary insurance, and the COUNTY'S
 20 insurance and/or deductibles and/or self-insured retention's or self-insured
 21 programs shall not be construed as contributory.

22 **6.5.5** The COUNTY'S Reserved Rights –Insurance. If, during the term of this
 23 Agreement or any extension thereof, there is a material change in the
 24 scope of services; or, there is a material change in the equipment to be
 25 used in the performance of the scope of work (such as the use of aircraft or
 26 watercraft) the COUNTY reserves the right to adjust the type of insurance
 27 required herein, if, in the COUNTY Risk Manager's reasonable judgment
 28

1 the amount or type of insurance carried by the CONTRACTOR has
2 become inadequate

3 **6.5.6** CONTRACTOR shall pass down the insurance obligations contained
4 herein to all tiers of subcontractors working under this Agreement.

5 **6.5.7** The insurance requirements contained in this Agreement may be met with
6 a program(s) of self-insurance acceptable to the COUNTY.

7
8 **7. LICENSE**

9 **7.1** CONTRACTOR shall, through the term of this Agreement, maintain all licenses
10 necessary for the provision of the services hereunder and required by the laws and
11 regulations of the United States, the State of California, the County of Riverside,
12 and all other governmental agencies. CONTRACTOR shall notify COUNTY
13 immediately, in writing, of inability to obtain or maintain such license. Said
14 inability shall be cause for termination of this Agreement.

15 **7.2** CONTRACTOR shall ensure that CONTRACTOR'S employees, agents and
16 other CONTRACTOR'S performing services under the terms of this Agreement
17 are in compliance with all relative licensing requirements. CONTRACTOR
18 hereby agrees to notify COUNTY immediately, in writing, of inability of
19 CONTRACTOR or any of CONTRACTOR'S employees, agents and other
20 CONTRACTOR'S, to obtain or maintain such license(s). Said inability shall be
21 cause for termination of this Agreement.

22 **7.3** A copy of each such license, permit, approval, waiver, exemption, registration,
23 accreditation, and certificate shall be provided to COUNTY.

24 **8. RECORDS AND DOCUMENTS**

25 **8.1** CONTRACTOR shall make available, upon written request by any duly authorized
26 Federal, State or COUNTY agency, a copy of this Agreement and such books,
27 documents and records as are necessary to certify the nature and extent of the
28 CONTRACTOR'S costs related to this Agreement. All such books, documents and
records shall be maintained by CONTRACTOR for at least five years following

1 termination of this Agreement and be available for audit by the COUNTY.

2 CONTRACTOR shall provide to the COUNTY reports and information related to
3 this Agreement.

4 **9. EDD REPORTING REQUIREMENTS**

5 In order to comply with child support enforcement requirements of the State of
6 California, the COUNTY may be required to submit a Report of Independent
7 CONTRACTOR(s) form **DE 542** to the Employment Development Department. The
8 selected CONTRACTOR agrees to furnish the required CONTRACTOR data and
9 certifications to the COUNTY within 10 days of notification of award of contract when
10 required by the EDD. It is expressly understood that this data will be transmitted to
11 governmental agencies charged with the establishment and enforcement of child support
12 orders and for no other purposes and will be held confidential by those agencies. Failure
13 of the CONTRACTOR to timely submit the data and/or certificates required may result
14 in contract being awarded to another CONTRACTOR. In the event a contract has been
15 issued, failure of the CONTRACTOR to comply with all federal and state reporting
16 requirements for child support enforcement or to comply with all lawfully served Wage
17 and Earnings Assignments Orders and Notices of Assignment shall constitute a material
18 breach of contract. Failure to cure such breach within 60 calendar days of notice from
19 the County shall constitute grounds for termination of the contract.

20 If you have any questions concerning this reporting requirement, please call (916) 657-
21 0529. You may also contact your local Employment Tax Customer Service Office listed
22 in your telephone directory in the State Government section under "Employment
23 Development Department," or you may access their Internet site at www.edd.ca.gov.

24 **10. OSHA REGULATIONS**

25 **10.1** CONTRACTOR hereby certifies awareness of the Occupational Safety and
26 Health Administration (OSHA) standards and codes as set forth by the U.S.
27 Department of Labor, and the derivative Cal/OSHA standards, laws and
28 regulations relating thereto, and verifies that all performance under this
Agreement shall be in compliance therewith.

1 **11. CONFIDENTIALITY**

2 **11.1** CONTRACTOR shall not use for personal gain or make other improper use of
3 privileged or confidential information which is acquired in connection with this
4 Agreement. The term "privileged or confidential information" includes but is not
5 limited to: unpublished or sensitive technological or scientific information;
6 medical, personnel, or security records; anticipated material requirements or
7 pricing/purchasing actions; COUNTY information or data which is not subject to
8 public disclosure; COUNTY operational procedures; and knowledge of selection
9 of contractors, subcontractors or suppliers in advance of official announcement.

10 **11.2** CONTRACTOR shall protect from unauthorized disclosure names and other
11 identifying information concerning persons receiving services pursuant to this
12 Agreement, except for general statistical information not identifying any person.
13 CONTRACTOR shall not use such information for any purpose other than
14 carrying out the CONTRACTOR'S obligations under this Agreement. The
15 CONTRACTOR shall promptly transmit to the COUNTY all third party requests
16 for disclosure of such information. The CONTRACTOR shall not disclose,
17 except as otherwise specifically permitted by this Agreement or authorized in
18 advance in writing by the COUNTY, any such information to anyone other than
19 the COUNTY. For purposes of this paragraph, identity shall include, but not be
20 limited to name, identifying number, symbol, or other identifying particular
21 assigned to the individual, such as finger or voice print or a photograph.

22 **12. CONDUCT OF CONTRACTOR**

23 **12.1** CONTRACTOR covenants that it presently has no interest, including, but not
24 limited to, other projects or contracts, and shall not acquire any such interest,
25 direct or indirect, which would conflict in any manner or degree with
26 CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees
27
28

1 to inform the COUNTY of all the CONTRACTOR'S interests, if any, which are
2 or may be perceived as incompatible with the COUNTY'S interest

3 **12.2** CONTRACTOR shall not, under circumstances which could be interpreted as an
4 attempt to influence the recipient in the conduct of his duties, accept any gratuity
5 or special favor from individuals or firms with whom the CONTRACTOR is
6 doing business or proposing to do business, in accomplishing the work under this
7 Agreement.

8 **12.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
9 entertainment directly or indirectly to COUNTY employees.

10
11 **13. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE**

12 **13.1** All performances (which includes services, workmanship, materials, supplies and
13 equipment furnished or utilized in the performance of this Agreement) shall be
14 subject to inspection and test by the COUNTY or other regulatory agencies at all
15 times. CONTRACTOR shall provide adequate cooperation to any inspector or
16 other COUNTY representative to permit him/her to determine the
17 CONTRACTOR'S conformity with the terms of this Agreement. If any services
18 performed or products provided by CONTRACTOR are not in conformance with
19 the terms of this Agreement, the COUNTY shall have the right to require the
20 CONTRACTOR to perform the services or provide the products in conformance
21 with the terms of the Agreement at no additional cost to the COUNTY. When the
22 services to be performed or the products to be provided are of such nature that the
23 difference cannot be corrected, the COUNTY shall have the right to 1) require the
24 CONTRACTOR immediately to take all necessary steps to ensure future
25 performance in conformity with the terms of the Agreement; and/or 2) reduce the
26 Agreement price to reflect the reduced value of the services performed or
27 products provided. COUNTY may also terminate this Agreement for default and
28

1 charge to CONTRACTOR any costs incurred by the COUNTY because of the
2 CONTRACTOR'S failure to perform.

3 **13.2** CONTRACTOR shall establish adequate procedures for self-monitoring and
4 quality control and assurance to ensure proper performance under this Agreement;
5 and shall permit a COUNTY representative or other regulatory official to monitor,
6 assess or evaluate CONTRACTOR'S performance under this Agreement at any
7 time upon reasonable notice to CONTRACTOR.

8 **14. DISPUTES**

9 **14.1** The parties shall attempt to resolve any disputes amicably the working level. If
10 that is not successful, the dispute shall be referred to the senior management of
11 the parties. Any dispute relating to this Agreement which is not resolved by the
12 parties shall be decided by the County's Purchasing Department's Compliance
13 Contract Officer. The Compliance Contract Officer shall be the final and
14 conclusive unless determined by a court of competent jurisdiction to have been
15 fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply
16 bad faith. CONTRACTOR shall proceed diligently with the performance of this
17 Agreement pending the resolution of a dispute.

18 **14.2** Prior to the filing of any legal action related to this Agreement, the parties shall be
19 obligated to attend a mediation session in Riverside County before a neutral third
20 party mediator. A second mediation session shall be required if the first session is
21 not successful. The parties shall share equally the cost of the mediations.

22 **15. TERMINATION**

23 **15.1** COUNTY may terminate this Agreement without cause upon 30 days written
24 notice served upon the CONTRACTOR stating the extent and effective date of
25 termination.

26 **15.2** COUNTY may, upon five (5) days written notice, terminate this agreement for
27 CONTRACTOR'S default if CONTRACTOR refuses or fails to comply with the
28 terms of this Agreement or fails to make progress so as to endanger performance

1 and does not immediately cure such failure. In the event of such termination, the
2 COUNTY may proceed with the work in any manner deemed proper by
3 COUNTY.

4 **15.3** After receipt of the notice of termination, CONTRACTOR shall:

5 **15.3.1** Stop all work under this Agreement on the date specified in the notice of
6 termination;

7 **15.3.2** Transfer to COUNTY and deliver in the manner as directed by
8 COUNTY any materials, reports or other products which, if the
9 Agreement had been completed or continued, would have been required
10 to be furnished to COUNTY.

11 **15.4** After termination, COUNTY shall make payment for CONTRACTOR'S
12 performed up to the date of termination in accordance with this Agreement and at
13 the rates set forth in Exhibit B, Payment Provision.

14 **15.5** CONTRACTOR'S rights under this Agreement shall terminate (except for fees
15 accrued prior to the date of termination) upon dishonesty or a willful or material
16 breach of this Agreement by CONTRACTOR, or in the event CONTRACTOR'S
17 unwillingness or inability for any reasons whatsoever to perform the terms of this
18 Agreement. In such event, CONTRACTOR shall not be entitled to any further
19 compensation under this Agreement.

20 **15.6** The rights and remedies of COUNTY provided in this section shall not be
21 exclusive and are in addition to any other rights and remedies provided by law or
22 under this Agreement.

23 **16. FORCE MAJEURE**

24 **16.1** Neither Pparty shall be liable nor deemed to be in default for any delay or failure
25 in performance under this Agreement or other interruption of service or
26 employment deemed resulting, directly or indirectly, from acts of God.

27 **17. NONDISCRIMINATION AND ELIGIBILITY**

28 **17.1** CONTRACTOR shall not discriminate in the provision of services, allocation of
benefits, accommodation in facilities, or employment of personnel, on the basis of

1 ethnic group identification, race, color, creed, ancestry, religion, national origin,
2 physical handicap, medical condition, or sex in the performance of this
3 Agreement; and, to the extent they shall be found to be applicable hereto, shall
4 comply with the provisions of California Fair Employment and Housing Act
5 (Gov. Code 12900 et. Seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352),
6 the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et. Seq.) and all
7 other applicable laws or regulations.

8 **18. CONFLICT OF INTEREST**

9 **18.1** CONTRACTOR and CONTRACTOR’S employees shall have no interest, and
10 shall not acquire any interest, direct or indirect, which will conflict in any manner
11 or degree with the performance of services required under this Agreement.

12 **19. ALTERATION**

13 **19.1** No alteration or variation of the terms of this Agreement shall be valid unless
14 made in writing and signed by the parties hereto, and no oral understanding or
15 agreement not incorporated herein, shall be binding on any of the parties hereto.

16 **19.2** Only the County Board of Supervisors or the County Purchasing Agent may
17 authorize any alteration or revision of this Agreement. The parties expressly
18 recognize that County personnel are without authorization to either change or
19 waive any requirements of this Agreement.

20 **19.3** This Agreement including any attachments or exhibits, constitutes the entire
21 Agreement of the parties with respect to its subject matter and supersedes all prior
22 and contemporaneous representations, proposals, discussions and
23 communications, whether oral or in writing. This Agreement may be changed or
24 modified only by a written amendment signed by authorized representatives of
25 both parties.

26 **20. ASSIGNMENT/SUBCONTRACTORS**

27 **20.1** CONTRACTOR may not delegate or assign any interest in this Agreement,
28 whether by operation of law or otherwise, without the prior written consent of

COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of not force or effect.

20.2 No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or service under this Agreement without the prior written approval of the COUNTY, but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

21. ADMINISTRATION

The County Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

22. WAIVER

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping COUNTY from enforcement hereof.

23. JURISDICTION/VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Riverside, California.

24. SEVERABILITY

1 If any provision in this Agreement is held by a court of competent jurisdiction to be
2 invalid, void or unenforceable, the remaining provisions will nevertheless continue in full
3 force without being impaired or invalidated in any way.

4 **25. CAPTIONS AND PARAGRAPH HEADINGS**

5 Captions and paragraph headings used in this Agreement are for convenience only and
6 are not a part of this Agreement and shall not be used in construing this Agreement.

7 **26. NOTICES**

8 All correspondence and notices required or contemplated by this Agreement shall be
9 delivered to the respective parties at the addresses set forth below and are deemed
10 submitted one day after their deposit in the United States mail, postage prepaid:

11 **COUNTY:**

12 Riverside County Department of Public Health
13 Injury Prevention Services
14 ATTN: Marsie Huling
15 P.O. Box 7600
16 Riverside, CA 92513-7600

17 **CONTRACTOR:**

18 Safe Moves
19 15500 Erwin Street
20 Suite #1049
21 Van Nuys, CA 91411

22 or to such other address(es) as the parties may hereafter designate.

23 [SIGNATURES ON COVER SHEET]
24
25
26
27
28

Scope of Work
Safe Moves Incorporated
Project Period: September 1, 2014 to June 30, 2015

This AGREEMENT is made and entered into by the **Riverside County Department of Public Health Injury Prevention Services (COUNTY)** and **Safe Moves Incorporated (CONTRACTOR)** for the purpose of implementing Safe Routes to School assemblies at elementary and high schools in the cities of Perris, Hemet, and Lake Elsinore. Funding for this contract is provided by the U.S. Department of Transportation, Federal Highway Administration and Riverside County Department of Public Health.

CONTRACTOR agrees to provide the following services.

**Riverside County
Non-Infrastructure Educational Programming
Scope of Work**

Submitted by Safe Moves

School: Good Hope Elementary School
24050 Theda Street
Perris, CA
Grades: K-6
Students: 700

Task 1. Five (5) School Workshops

Students in grades K- 3 participate in a workshop program called "*Play2BSafe, Healthy and Wise*". These workshops involve students participating in a play about the adventure of walking and bicycling to school. Elements of traffic safety, improving air quality and getting exercise are all part of the workshop. Students have props and are given direction by the instructor who narrates and directs the students.

The students are cued to come on stage carrying their assigned, colorful props including traffic signs, or one that makes them appear as if they're driving a car or a bike or riding in a bus and many others. They each interact with the student walker or bicyclist while a narrator describes the action. Together the instructor and students all create a journey for the pedestrians and bicyclists who are walking to school.

This program component combines creativity, improvisation, student participation and humor to help students learn about bicycling and walking as a fun, safe and effective way to get to school.

The lesson plans include:

- Unsafe places to ride and walk
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Recognition and avoidance of common pedestrian collisions
- Explanation and demonstration of role of crossing guards
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver, pedestrian behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Explanation of the school route/neighborhood maps
- 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)

Assemblies for Grades 4-6 are conducted in a game show format called *Traffic Jeopardy* with the safety instructor as the game show host. This program component engages the students in active learning by challenging their critical thinking skills. *Traffic Jeopardy* covers traffic safety and environmental consequences of traffic congestion and pollution.

Traffic Jeopardy includes:

- Pedestrian safety
- California Vehicle Code laws and regulations
- Skills necessary to make smart choices in traffic

- Explanation of traffic environment (infrastructure)
- Recognition and avoidance of common traffic collisions
- Understanding of driver and pedestrian behaviors
- School transportation/traffic policies
- Explanation of the school route/neighborhood maps
- Importance of bicycling and walking for physical fitness
- Effects of walking for a cleaner environment
- Identification/avoidance of hot spots (crime, bullies, congested intersections, construction)

Task 2: Two (2) Pedestrian & Bike Rodeos

The Pedestrian Safety Rodeo is an interactive hands-on program allowing children to experience traffic situations as pedestrians in a traffic simulation course. By using a realistic course, the ability of students to recognize and avoid traffic hazards and to walk safely is improved. The lesson plans and traffic situations become more challenging for the upper grades so as to accommodate "real life traffic challenges".

Traffic Simulation Course features:

- Street
- Sidewalks
- Intersections
- Crosswalks
- Traffic signs and signals
- Cars
- Trucks
- Buses
- Residential area
- Business district with stores and parking lots with entrances & exits
- Alleyways
- Railroad tracks with train, signal, gate and signs
- School
- Street markings

Treadmills will be set up for students so they can see how far they can walk in a given amount of time. For example, if a child lives one mile from school, the student can walk on the treadmill to determine how long it would take him/her to walk one mile. This interactive exercise enables the students to realize: *"Wow! I can walk a mile faster than I thought."*

All lesson plans are designed to be age-appropriate for grades K- 6 and administered by trained safety instructors. Rodeo

Lesson Plans are as follows:

- Safe places to walk
- Unsafe places to walk
- Explanation of traffic signs and signals
- Rights and responsibilities of pedestrians
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common pedestrian collisions

- Explanation and demonstration of role of crossing guards
- California Vehicle Code laws and regulation
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver and pedestrian behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Importance of walking for physical fitness
- Effects of walking for a cleaner environment
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

Bicycle and helmets will be provided for those students who don't have one, but it is *strongly recommended* that bicyclists bring their own helmets. Students are taught how to properly fit and adjust their helmets as well as conduct a bike check for tires, brakes, seat and handlebars.

All lesson plans 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 workshops are conducted in English and Spanish (when needed) to accomplish the needs of each school. If other languages are needed, Safe Moves will work with school officials to accommodate the students.

Cost:

<u>Program Description</u>	<u>No. of Program</u>	<u>Cost per Program</u>	<u>Sub-Total</u>
Workshop	5	\$ 200.00	\$1,000.00
Rodeo	2	\$2,000.00	\$4,000.00
Total:			\$5,000.00

School: Ramona Elementary School
41051 Whittier Ave.
Hemet, CA 92544

Grades: K-5

Students: 790

Task 1. Five (5) School Workshops

Students in grades K- 3 participate in a workshop program called "*Play2BSafe, Healthy and Wise*". These workshops involve students participating in a play about the adventure of walking and bicycling to school. Elements of traffic safety, improving air quality and getting exercise are all part of the workshop. Students have props and are given direction by the instructor who narrates and directs the students.

The students are cued to come on stage carrying their assigned, colorful props including traffic signs, or one that makes them appear as if they're driving a car or a bike or riding in a bus and many others. They each interact with the student walker or bicyclist while a narrator describes the action. Together the instructor and students all create a journey for the pedestrians and bicyclists who are walking to school.

This program component combines creativity, improvisation, student participation and humor to help students learn about bicycling and walking as a fun, safe and effective way to get to school.

The lesson plans include:

- Unsafe places to ride and walk
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Recognition and avoidance of common pedestrian collisions
- Explanation and demonstration of role of crossing guards
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver, pedestrian behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Explanation of the school route/neighborhood maps
- 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)

Workshops for Grades 4-5 are conducted in a game show format called *Traffic Jeopardy* with the safety instructor as the game show host. This program component engages the students in active learning by challenging their critical thinking skills. *Traffic Jeopardy* covers traffic safety and environmental consequences of traffic congestion and pollution.

Traffic Jeopardy includes:

- Pedestrian safety
- California Vehicle Code laws and regulations
- Skills necessary to make smart choices in traffic
- Explanation of traffic environment (infrastructure)
- Recognition and avoidance of common traffic collisions
- Understanding of driver and pedestrian behaviors

- School transportation/traffic policies
- Explanation of the school route/neighborhood maps
- Importance of bicycling and walking for physical fitness
- Effects of walking for a cleaner environment
- Identification/avoidance of hot spots (crime, bullies, congested intersections, construction)

Task 2: Two (2) Pedestrian & Bike Rodeos

The Pedestrian Safety Rodeo is an interactive hands-on program allowing children to experience traffic situations as pedestrians in a traffic simulation course. By using a realistic course, the ability of students to recognize and avoid traffic hazards and to walk safely is improved. The lesson plans and traffic situations become more challenging for the upper grades so as to accommodate "real life traffic challenges".

Traffic Simulation Course features:

- Street
- Sidewalks
- Intersections
- Crosswalks
- Traffic signs and signals
- Cars
- Trucks
- Buses
- Residential area
- Business district with stores and parking lots with entrances & exits
- Alleyways
- Railroad tracks with train, signal, gate and signs
- School
- Street markings

Treadmills will be set up for students so they can see how far they can walk in a given amount of time. For example, if a child lives one mile from school, the student can walk on the treadmill to determine how long it would take him/her to walk one mile. This interactive exercise enables the students to realize: *"Wow! I can walk a mile faster than I thought."*

All lesson plans are designed to be age-appropriate for grades K- 5 and administered by trained safety instructors. Rodeo

Lesson Plans are as follows:

- Safe places to walk
- Unsafe places to walk
- Explanation of traffic signs and signals
- Rights and responsibilities of pedestrians
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common pedestrian collisions
- Explanation and demonstration of role of crossing guards
- California Vehicle Code laws and regulation

- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver and pedestrian behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Importance of walking for physical fitness
- Effects of walking for a cleaner environment
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

Bicycle and helmets will be provided for those students who don't have one, but it is *strongly recommended* that bicyclists bring their own helmets. Students are taught how to properly fit and adjust their helmets as well as conduct a bike check for tires, brakes, seat and handlebars.

All lesson plans 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 workshops are conducted in English and Spanish (when needed) to accomplish the needs of each school. If other languages are needed, Safe Moves will work with school officials to accommodate the students.

Cost:

Program Description	No. of Program	Cost per Program	Sub-Total
Workshop	5	\$ 200.00	\$1,000.00
Rodeo	2	\$2,000.00	\$4,000.00
Total:			\$5,000.00

School: Lakeside High School
32593 Riverside Street
Lake Elsinore, CA
Grades: 9-12
Students: 1,200

Task 1. Five (5) School Workshops

Workshops are conducted in a format similar to Traffic School. Videos are shown to demonstrate behaviors with an instructor covering the following information.

- California Vehicle Code laws and regulations governing bicyclists, pedestrians and skateboarders
- Skills necessary to make smart choices in traffic
- Explanation of traffic environment (infrastructure)
- Recognition and avoidance of common traffic collisions
- Understanding of driver, bicyclist, pedestrian and skateboarder behaviors
- School transportation/traffic policies
- Active transportation for physical fitness
- Effects of active transportation on a cleaner environment
- Identification/avoidance of hot spots around schools and in the community

Task 2: Two (2) Bicycle & Skateboard Skill Courses (Rodeos)

The Bicycle & Skateboard Skill Course is an interactive hands-on program allowing teens to experience traffic situations as bicyclists and skateboarders in a traffic simulation course. By using a realistic course, the ability of students to recognize and avoid traffic hazards is improved.

Traffic Simulation Course features:

- Street
- Sidewalks
- Intersections
- Crosswalks
- Traffic signs and signals
- Cars
- Trucks
- Buses
- Residential area
- Business district with stores and parking lots with entrances & exits
- Alleyways
- Bike lanes
- Railroad tracks with train, signal, gate and signs
- School
- Bike lanes
- Street markings

Bicycle and helmets will be provided for those students who don't have one, but is strongly recommended that bicyclists and skateboarder bring their own helmets. Skateboarders need to bring their own skateboards. Students are taught how to properly fit and adjust their helmets as well as conduct a bike check for tires, brakes, seat and handlebars.

Treadmills and stationary bikes are set up for students so they can see how far they can walk and ride in a given amount of time. For example, if a child lives one mile from school, the student can walk on the treadmill or ride a stationary bike to determine how long it would take him/her to walk or ride one mile. This interactive exercise enables the students to realize: *"Wow! I can walk or bike a mile faster than I thought."* To promote the power of bicycling, a blender bike will be available for students to cycle to make a smoothie.

All lesson plans are designed to be age-appropriate for grades 9-12 and administered by trained safety instructors. Rodeo Lesson Plans are as follows:

- Explanation of traffic signs, signals and street markings
- Rights and responsibilities of bicyclists and skateboarders
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle and skateboard 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 for bicyclists and skateboarders
- Explanation/simulation of traffic environment (infrastructure)

All lesson plans 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 workshops are conducted in English and Spanish (when needed) to accomplish the needs of each school. If other languages are needed, Safe Moves will work with school officials to accommodate the students.

Program Description	No. of Program	Cost per Program	Sub-Total
Workshop	5	\$ 200.00	\$1,000.00
Bike Skills Course	2	\$2,000.00	\$ 4,000.00
Total:			\$ 5,000.00

Exhibit B Payment Provision

Safe Moves Incorporated Safe Routes to School Project Period: September 1, 2014 to June 30, 2015

Payment Schedule - Contractor shall be paid in arrears. Payment by COUNTY of the final payment will be withheld pending completion of all project responsibilities and receipt of all quarterly and final report. Invoices may be submitted after each assembly is conducted.

Reporting Period - Reports must accompany all invoices submitted, highlighting, progress made on objectives completed.

Safe Moves Incorporated expenses eligible for reimbursement must meet criteria outlined in the State Office of Traffic Safety (OTS) program manual. All contract funds shall be restricted to OTS expenses in accordance with the terms and intent of this Agreement. Invoices shall be forwarded for review and approval to:

County of Riverside, Department of Public Health
Fiscal Accounts Payable
P.O. Box 7849
Riverside, CA 92513-7849

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed fifteen thousand dollars (\$15,000.00) .