

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



514

FROM: Department of Public Health

SUBMITTAL DATE:
October 31, 2012

SUBJECT: Ratify the Sole Source Agreements with Safe Moves Incorporated and the County of Riverside, Department of Public Health – Injury Prevention Services (IPS) for State of California, Department of Transportation (CalTrans) Safe Routes to Schools (SRTS) program.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Authorize the Chairperson of the Board to approve and sign five (5) originals of the two (2) year Sole Source Agreement with Safe Moves Incorporated and the Desert Region, Contract #13-013 in the amount of thirty-nine thousand, six hundred dollars (\$39,600) for the performance period of July 1, 2012 through June 30, 2014; and
- 2) Authorize the Chairperson of the Board to approve and sign five (5) originals of the one (1) year Sole Source Agreement with Safe Moves Incorporated and the Hemet Area, Contract #13-010 in the amount of eighteen thousand two-hundred dollars (\$18,200) for the performance period of July 1, 2012 through June 30, 2013; and

MOTIONS: (Continued on Page 2)

BACKGROUND: (On page 2)

JA:cg/ys

Sarah Mack for

Sarah Mack, Deputy Director for
Susan Harrington, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 48,400	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: 100% Federal funded.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: November 20, 2012
xc: Public Health, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 10/31/12
NEAL R. KIPNIS
Departmental Concurrence

Purchasing: *[Signature]*
Mark Seiler, Assistant Director

Policy Policy
Consent Consent

Dept's Recomm.:
Per Exec. Ofc.:

SUBJECT: Ratify the Sole Source Agreements with Safe Moves Incorporated and the County of Riverside, Department of Public Health – Injury Prevention Services (IPS) for State of California, Department of Transportation (CalTrans) Safe Routes to Schools (SRTS) program.

MOTIONS: (Continued)

- 3) Authorize the Chairperson of the Board to approve and sign five (5) originals of the one (1) year Sole Source Agreement with Safe Moves Incorporated and the Riverside-Woodcrest Area, Contract #13-011 in the amount of ten thousand, four hundred dollars (\$10,400) for the performance period of July 1, 2012 through June 30, 2013; and
- 4) Approve and Direct the Purchasing Agent to sign subsequent ministerial amendments with Safe Moves not to exceed the authorized amount, including extensions until June 30, 2014.

BACKGROUND: The County of Riverside, Department of Public Health, Injury Prevention Services has received Safe Routes to Schools grants and as part of the Scope of Work will need to provide education and encouragement in all target area cities and school districts participating in our programs.

On May 8, 2012 agenda item 3.05 was approved by the Board of Supervisors to accept funding from the City of Hemet; Also on May 8, 2012 Contract #12-129 between Riverside County Transportation and Department of Public Health Injury Prevention to accept funding for the Riverside Woodcrest area; Finally, on September 11, 2012 the board approved agenda item 3.32 to accept funding from the State of California, Department of Transportation (CalTrans) for the Desert Region of Riverside County.

Safe Moves will use a multifaceted program to accomplish the goals and objectives of Riverside County's Safe Routes to School Program. Program implementation will utilize proven strategies based on experiential educational principals and social marketing campaigns to conduct a successful Safer Routes to School program.

PRICE REASONABLENESS: No one else can provide this service locally since the local police department does not have a Traffic Education Program / Department. Safe Moves price per assembly is \$200 each assembly is designed differently to meet the need of each grade capacity. Safe Moves also provides a 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 and is the same rate (or less) charged to all entities for the similar services.

FINANCIAL INFORMATION: The total awarded amount of three contracts is forty eight thousand, four hundred dollars (\$48,400) which has been included as part of the FY 12/13 budget process. The remaining, nineteen thousand, eight hundred dollars (\$19,800) will be included as part of the FY 13/14 budget process.

Date: November 6, 2012

From: Julisa Alvizo-Silva Department/Agency: DOPH, Injury Prevention Services

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for (Request for Safe Moves Education)

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** To conduct interactive, educational events to target area schools as required by U.S. Department of Transportation, Safe Routes to Schools work plan for the Desert Region, Woodcrest Area, and the City of Hemet.
2. **Supplier being requested:** Safe Moves Incorporated
3. **Alternative suppliers that can or might be able to provide supply/service:** None
4. **Extent of market search conducted:** Internet and requests within community.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Safe Moves will use a multifaceted program to accomplish the goals and objectives of Riverside County's Safe Routes to School Program. Program implementation will utilize proven strategies based on experiential educational principals and social marketing campaigns to conduct a successful Safer Routes to School program. Safe Moves uses educational strategies based experiential learning principals. For example students will learn more about traffic safety by walking or riding in a traffic simulated environment like "*Safe Moves City*" than by reading about traffic safety in a brochure or watching a video. Safe Moves establishes a partnership relationship with schools, community agencies, community coalitions, law enforcement and the County of Riverside Department of Public Health in order to best implement the program. This is accomplished by having thorough knowledge of the school environment and their traffic concerns as well as an appreciation of the diversity among students within the school community.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The Department of Public Health, Injury Prevention Services has received Safe Routes to Schools grants from Caltrans and as part of the Scope of Work will need to provide SRTS education in all target area cities and school districts participating in our programs.



7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** No one else can provide this service locally since the local police department does not have a Traffic Education Program / Department. Safe Moves price per assembly is \$200 each assembly is designed differently to meet the need of each grade capacity. Safe Moves also provides a 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.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No
9. **Period of Performance:** July 1, 2012 through June 30, 2014.
10. **Not to exceed sixty eight thousand, two hundred dollars (\$68,200) through the period of performance, July 1, 2012 through June 30, 2014.**

Swaf I Muck for SH
 Department Head Signature

10/29/12
 Date

 Purchasing Department Comments:

<u>Approve</u>	Approve with Condition/s	Disapprove
Not to exceed: \$ <u>68,200</u>	One time	Annual Amount through: <u>6-30-2014</u>
<i>[Signature]</i>	<u>10-30-12</u>	<u>13-203</u>
Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)



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COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC HEALTH

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

FOR COUNTY USE ONLY



DEPT/BRANCH DPH/Injury Prevention Services		CONTRACT NO. 13-011		RFP NO. ----
FUND 10000	DEPARTMENT ID 4200102200	PROJECT-GRANT HS340072	PROGRAM	CLASS/LOCATION 6610-33204
CONTRACT AMOUNT \$10,400		PERIOD OF PERFORMANCE July 1, 2012 through June 30, 2013		
COUNTY CONTACT Marsie Huling, Program Coordinator (951) 358-7171				
CONTRACTOR REPRESENTATIVE Pat Hines, Contract Administration (818) 786-4614				
PROGRAM NAME: Safe Routes to School, Woodcrest Area				

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

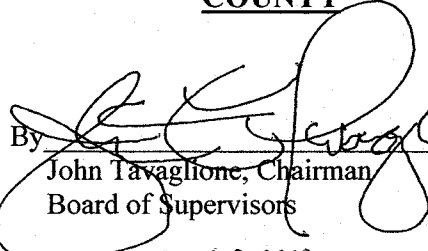
WHEREAS, the CONTRACTOR has the expertise, special knowledge, experience, and staff to provide such identified services and is willing to so provide.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 16, Exhibit A, Scope of Work, consisting of seven (7) page(s), and Exhibit B, Payment Provision, consisting of one (1) page, attached hereto and incorporated herein.

CONTRACTOR
Safe Moves Incorporated

COUNTY

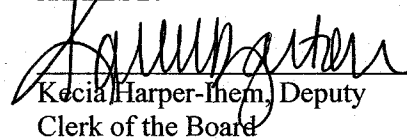
By _____

By 
John Tavaglione, Chairman
Board of Supervisors

Date NOV 20 2012

Print Name _____

ATTEST:


Kacia Harper-Ihem, Deputy
Clerk of the Board

Date NOV 20 2012

Date _____

FORM APPROVED COUNTY CLERK
BY: NEAL R. KIPNIS
DATE: 11/20/12

NOV 20 2012 3.39

1 **1. DESCRIPTION OF SERVICES**

2 **1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A,
3 SCOPE OF WORK, attached hereto and by this reference incorporated herein.

4 **1.2** CONTRACTOR shall perform to the satisfaction of the COUNTY and in
5 conformance to and consistent with the highest standards of firms/professionals in
6 the same discipline in the State of California.

7 **1.3** CONTRACTOR affirms this is fully, apprised of all the work to be performed
8 under this Agreement; and the CONTRACTOR agrees it can properly perform
9 this work at the prices stated in Exhibit B, PAYMENT PROVISION.

10 CONTRACTOR is not to perform services or provide products outside of this
11 Agreement.

12 **1.4** Acceptance by the COUNTY of the CONTRACTOR'S performance under this
13 Agreement does not operate as a release of CONTRACTOR'S responsibility for
14 full compliance with the terms of this Agreement.

15 **2. PERIOD OF PERFORMANCE**

16 **2.1** This Agreement shall be effective on July 1, 2012 through June 30, 2013, unless
17 terminated as specified in Section 15, TERMINATION.

18 **3. COMPENSATION.**

19 **3.1** In consideration of services provided by CONTRACTOR pursuant to Exhibit A,
20 SCOPE OF WORK, attached hereto and incorporated herein, CONTRACTOR
21 shall be entitled to receive payment as specified in Exhibit B, PAYMENT
22 PROVISIONS, attached hereto and incorporated herein. Maximum payment by
23 COUNTY to CONTRACTOR shall not exceed ten thousand, four hundred dollars
24 (\$10,400), including all expenses.

25 **3.2** COUNTY is not responsible for any fees or cost incurred above or beyond the
26 contracted amount, as stated above in Section 3, COMPENSATION, Paragraph
27 3.1, and shall have no obligation to purchase any specified amount of services.
28

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 written amendment to this Agreement.

9 **3.4** COUNTY obligation for payment of this Agreement beyond the current fiscal
10 year end is contingent upon and limited by the availability of COUNTY funding
11 from which payment can be made. No legal liability on the part of the COUNTY
12 shall rise for payment beyond June 30 of each calendar year unless funds are
13 made available for such payment. In the event such funds are not forthcoming for
14 any reason, COUNTY shall immediately notify CONTRACTOR in writing; and
15 this Agreement shall be deemed terminated and have no force and effect.
16

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

18 **4.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its
19 Agencies, Districts, Special Districts and Departments, their respective directors,
20 officers, Board of Supervisors, elected and appointed officials, employees, agents
21 and representatives from any liability, claim, damage or action whatsoever, based
22 or asserted upon any act or omission of CONTRACTOR, its officers, employees,
23 subcontractors, agents or representatives arising out of or in any way relating to
24 this Agreement, including but not limited to property damage, bodily injury, or
25 death. CONTRACTOR shall defend, at its sole cost and expense, including but
26 not limited to attorney fees, cost of investigation, defense and settlements or
27 awards, the County of Riverside, its Agencies, Districts, Special Districts and
28 Departments, their respective directors, officers, Board of Supervisors, elected

1 and appointed officials, employees, agents and representatives in any such action
2 or claim. With respect to any action or claim subject to indemnification herein by
3 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
4 counsel of its own choice and shall have the right to adjust, settle, or compromise
5 any such action or claim without the prior consent of COUNTY; provided,
6 however, that any such adjustment, settlement or compromise in no manner
7 whatsoever limits or circumscribes CONTRACTOR'S indemnification of
8 COUNTY. CONTRACTOR'S obligation hereunder shall be satisfied when
9 CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or
10 similar document) relieving COUNTY from any liability for the action or claim
11 involved.

12 **4.2** The specified insurance limits required in this Agreement shall in no way limit or
13 Circumscribe, CONTRACTOR'S obligations to indemnify and hold harmless,
14 COUNTY.

15 **4.3** In the event there is conflict between this clause and California Civil Code
16 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
17 Such interpretation shall not relieve the CONTRACTOR from indemnifying the
18 COUNTY to the fullest extent allowed by law.

19
20 **5. INDEPENDENT CONTRACTOR.**

21 **5.1** The CONTRACTOR is, for the purpose relating to this Agreement, an
22 independent CONTRACTOR and shall not be deemed an employee of the
23 COUNTY. It is expressly understood and agreed that the CONTRACTOR
24 (including its employees, agents and subcontractors) shall in no event be entitled
25 to any benefits to which COUNTY employees are entitled, including but not
26 limited overtime, any retirement benefits, worker's compensation benefits, and
27 injury leave or other leave benefits. There shall be no employer-employee
28 relationship between the parties; and CONTRACTOR shall hold COUNTY
harmless from any and all claims that parties; and CONTRACTOR shall hold

COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement.

5.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agree to render and perform and not as to the means and methods for accomplishing the results.

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

6.1 **Workers' Compensation:**

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

6.2 **Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY

1 of Riverside, their respective directors, officers, Board of Supervisors, employees,
2 elected or appointed officials, agents or representatives as Additional Insured's.
3 Policy's limit of liability shall not be less than one million dollars \$1,000,000 per
4 occurrence combined single limit. If such insurance contains a general aggregate
5 limit, it shall apply separately to this agreement or be no less than two (2) times
6 the occurrence limit.

7 **6.3 Vehicle Liability:**

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

18 **6.4 Professional Liability Insurance**

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

1 Certificates of Insurance that CONTRACTOR has Maintained continuous
2 coverage with the same original insurer. Coverage provided under items; 1), 2),
3 or 3) will continue for a period of five (5) years beyond the termination of this
4 Agreement.

5 **6.5 General Insurance Provisions - All lines:**

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

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

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

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

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

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

1 required herein, if; in the COUNTY Risk Manager's reasonable judgment
2 the amount or type of insurance carried by the CONTRACTOR has
3 become inadequate

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

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

8
9 **7. LICENSE.**

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

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

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

25 **8. RECORDS AND DOCUMENTS.**

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

1 records shall be maintained by CONTRACTOR for at least five years following
2 termination of this Agreement and be available for audit by the COUNTY.

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

5
6 **9. EDD REPORTING REQUIREMENTS**

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

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

25 **10. OSHA REGULATIONS**

26 **10.1** CONTRACTOR hereby certifies awareness of the Occupational Safety and
27 Health Administration (OSHA) standards and codes as set forth by the U.S.
28 Department of Labor, and the derivative Cal/OSHA standards, laws and

1 regulations relating thereto, and verifies that all performance under this
2 Agreement shall be in compliance therewith.

3 **11. CONFIDENTIALITY**

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

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

24 **12. CONDUCT OF CONTRACTOR**

25 **12.1** CONTRACTOR covenants that it presently has no interest, including, but not
26 limited to, other projects or contracts, and shall not acquire any such interest,
27 direct or indirect, which would conflict in any manner or degree with
28

1 CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees
2 to inform the COUNTY of all the CONTRACTOR'S interests, if any, which are
3 or may be perceived as incompatible with the COUNTY'S interest

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

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

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

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

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
13 Compliance Contract Officer shall be the final and conclusive unless determined
14 by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary,
15 or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall
16 proceed diligently with the performance of this Agreement pending the resolution
17 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 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 Party 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

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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.

1 **24. SEVERABILITY**

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

5 **25. CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings
6 used in this Agreement are for convenience only and are not a part of this Agreement and
7 shall not be used in construing this Agreement.

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

11 **COUNTY:**

12 Riverside County Department of Public Health
13 Procurement and Contracts Division
14 4065 County Circle Drive
Riverside, CA 92503

15 **CONTRACTOR:**

16 Safe Moves Incorporated
17 15500 Erwin Street
Suite #1049
Van Nuys, CA 91411

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

19 // // // // //
20

Exhibit A

Scope of Work
Safe Moves Incorporated
Safe Routes to School, Safety Education, Woodcrest Area
Project Period: July 1, 2012 to June 30, 2013

This AGREEMENT is made and entered into by the County of Riverside Department of Health, **Riverside County Injury Prevention Services (RCIPS)** and **Safe Moves Incorporated** for the purpose of implementing Safe Routes to School assemblies at elementary and middle schools in the cities of Desert Hot Springs, Palm Springs, and Coachella. Funding for this contract is provided by the U.S. Department of Transportation, Federal Highway Administration and the County of Riverside Department of Public Health.

Woodcrest Area
Safety Education

Total: \$10,400

Woodcrest Elementary School
16940 Krameria Ave.
Riverside, CA 92504

Task 1: Six (6) School Assemblies for 650 Students in Grades K-5

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 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 and pedestrian behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Explanation of the school route/neighborhood maps
- Importance of walking for physical fitness
- Effects of walking for a cleaner environment
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)
- Explanation of Walking School Buses

Workshops 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 the egg drop to illustrate the importance of helmet use and a treadmill and stationery bike to simulate how long it takes to walk or ride one mile.

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, 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 Rodeos for 650 Students in Grades K-6

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 and ride safely is improved. The lesson plans and traffic situations become more challenging for the upper grades so as to accommodate their “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
- Bike lanes
- Railroad tracks with train, signal, gate and signs
- School
- Bike lanes
- 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)
- Explanation of the "Suggested Safe Routes to School" maps provided by the school district
- Importance of walking for physical fitness
- Effects of walking for a cleaner environment
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

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>
Assembly	6	\$ 200.00	\$1,200.00
Ped Rodeo	2	\$2,000.00	\$4,000.00
Total:			\$5,200.00

Miller Middle School
17925 Krameria Ave.
Riverside, CA, 92504

Task 1: Six (6) School Assemblies for 655 students in Grades 7-9

Assemblies 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 the egg drop to illustrate the importance of helmet use and a treadmill and stationery bike to simulate how long it takes to walk or ride one mile.

Traffic Jeopardy includes:

- Bicycle safety
- Pedestrian safety
- California Vehicle Code laws and regulations
- Skills necessary to make smart choices in traffic
- Use of bike racks, bike lanes, bike paths, bike trails
- Explanation of traffic environment (infrastructure)
- Recognition and avoidance of common traffic collisions
- Understanding of driver, pedestrian and bicyclist behaviors
- School transportation/traffic policies
- Explanation of the school route/neighborhood maps
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling to a cleaner environment
- Explain how Walking School Buses and Bicycle Trains work
- Identification/avoidance of hot spots (crime, bullies, congested intersections, construction)

Task 2: Four (4) Bicycle Skill Courses (Rodeos)

The Bicycle Skill Course is an interactive hands-on program allowing teens to experience traffic situations as bicyclists in a traffic simulation course. By using a realistic course, the ability of students to recognize and avoid traffic hazards and to ride safely is improved. The lesson plans and traffic situations become more challenging for the upper grades so as to accommodate their “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
- 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. Students are taught how to properly fit and adjust their bicycle 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.
energy that can be generated by bicycling.

All lesson plans are designed to be age-appropriate for grades 7-9 and administered by trained safety instructors. Rodeo Lesson Plans are as follows:

- Safe places to ride
- Unsafe places to ride
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle collisions
- Use of bike racks, bike lanes, bike paths, bike trails
- Skills (stopping, balancing, braking, left shoulder check, scanning)
- Explanation and demonstration of role of crossing guards
- California Vehicle Code laws and regulation
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver and bicyclist behaviors
- School transportation/traffic policies
- Importance of bicycling and walking for physical fitness
- Effects of bicycling for a cleaner environment
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

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
Assembly	6	\$ 200.00	\$ 1,200.00
Bike Skill Course	2	\$2,000.00	\$ 4,000.00
Total:			\$ 5,200.00

PAYMENT SCHEDULE:

Safe Moves Incorporated 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 updates are completed.

REPORTING PERIOD:

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

Expenses eligible for reimbursement must meet criteria outlined in the California Department of Transportation (CalTrans) program manual, and comply with reimbursement terms provided by the Riverside County Department of Public Health. All contract funds shall be restricted to (CalTrans) expenses in accordance with the terms and intent of this Agreement. Invoices shall be forwarded for review and approval to:

Riverside County Department of Public Health
Injury Prevention Services

ATTN: Marsie Huling, Sherman Bldg
P.O. Box 7600
Riverside, CA 92513-7600

MAXIMUM COMPENSATION payable under the terms of this Agreement is not to exceed ten thousand, four hundred dollars (\$10,400.00).

Exhibit B Payment Provision

Safe Moves Incorporated Safe Routes to School, Woodcrest Area Project Period: July 1, 2012 to June 30, 2013

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
PO Box 7849
Riverside, CA 92513-7849

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed ten thousand, four hundred dollars (\$10,400.00)

CLERK'S COPY

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC HEALTH

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

FOR COUNTY USE ONLY



DEPT/BRANCH DPH/Injury Prevention Services		CONTRACT NO. 13-010		RFP NO. -----
FUND 10000	DEPARTMENT ID 4200102200	PROJECT-GRANT HS100103	PROGRAM	CLASS/LOCATION 6610-33204
CONTRACT AMOUNT \$18,200		PERIOD OF PERFORMANCE July 1, 2012 through June 30, 2013		
COUNTY CONTACT Marsie Huling, Program Coordinator (951) 358-7171				
CONTRACTOR REPRESENTATIVE Pat Hines, Contract Administration (818) 786-4614				
PROGRAM NAME: Safe Routes to School, Hemet				

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 on pages 1 through 16, 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

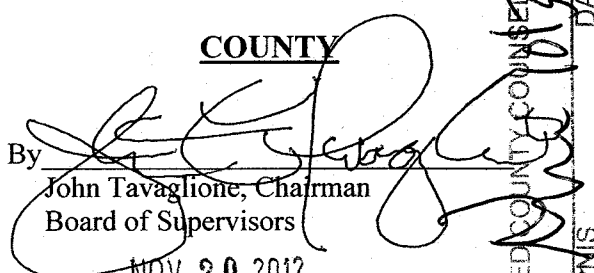
Safe Moves Incorporated

By _____

Print Name _____

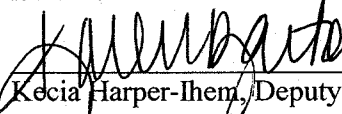
Date _____

COUNTY

By 
John Tavaglione, Chairman
Board of Supervisors

Date NOV 20 2012

ATTEST:


Kecia Harper-Ihem, Deputy
Clerk of the Board

Date NOV 20 2012

FORM APPROVED COUNTY CLERK
BY NEAL R. KIPNIS
DATE

NOV 20 2012 3.39

1 **1. DESCRIPTION OF SERVICES**

- 2 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A,
3 SCOPE OF WORK, attached hereto and by this reference incorporated herein.
- 4 1.2 CONTRACTOR shall perform to the satisfaction of the COUNTY and in
5 conformance to and consistent with the highest standards of firms/professionals in
6 the same discipline in the State of California.
- 7 1.3 CONTRACTOR affirms this is fully, apprised of all the work to be performed
8 under this Agreement; and the CONTRACTOR agrees it can properly perform
9 this work at the prices stated in Exhibit B, PAYMENT PROVISION.
10 CONTRACTOR is not to perform services or provide products outside of this
11 Agreement.
- 12 1.4 Acceptance by the COUNTY of the CONTRACTOR'S performance under this
13 Agreement does not operate as a release of CONTRACTOR'S responsibility for
14 full compliance with the terms of this Agreement.

15 **2. PERIOD OF PERFORMANCE**

- 16 2.1 This Agreement shall be effective on July 1, 2012 through June 30, 2013, unless
17 terminated as specified in Section 15, TERMINATION.

18 **3. COMPENSATION.**

- 19 3.1 In consideration of services provided by CONTRACTOR pursuant to Exhibit A,
20 SCOPE OF WORK, attached hereto and incorporated herein, CONTRACTOR
21 shall be entitled to receive payment as specified in Exhibit B, PAYMENT
22 PROVISIONS, attached hereto and incorporated herein. Maximum payment by
23 COUNTY to CONTRACTOR shall not exceed eighteen thousand and two
24 hundred dollars (\$18,200), including all expenses.
- 25 3.2 COUNTY is not responsible for any fees or cost incurred above or beyond the
26 contracted amount, as stated above in Section 3, COMPENSATION, Paragraph
27 3.1, and shall have no obligation to purchase any specified amount of services.
28

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 written amendment to this Agreement.

9 **3.4** COUNTY obligation for payment of this Agreement beyond the current fiscal
10 year end is contingent upon and limited by the availability of COUNTY funding
11 from which payment can be made. No legal liability on the part of the COUNTY
12 shall rise for payment beyond June 30 of each calendar year unless funds are
13 made available for such payment. In the event such funds are not forthcoming for
14 any reason, COUNTY shall immediately notify CONTRACTOR in writing; and
15 this Agreement shall be deemed terminated and have no force and effect.

16 **4. HOLD HARMLESS/INDEMNIFICATION.**

17
18 **4.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its
19 Agencies, Districts, Special Districts and Departments, their respective directors,
20 officers, Board of Supervisors, elected and appointed officials, employees, agents
21 and representatives from any liability, claim, damage or action whatsoever, based
22 or asserted upon any act or omission of CONTRACTOR, its officers, employees,
23 subcontractors, agents or representatives arising out of or in any way relating to
24 this Agreement, including but not limited to property damage, bodily injury, or
25 death. CONTRACTOR shall defend, at its sole cost and expense, including but
26 not limited to attorney fees, cost of investigation, defense and settlements or
27 awards, the County of Riverside, its Agencies, Districts, Special Districts and
28 Departments, their respective directors, officers, Board of Supervisors, elected

1 and appointed officials, employees, agents and representatives in any such action
2 or claim. With respect to any action or claim subject to indemnification herein by
3 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
4 counsel of its own choice and shall have the right to adjust, settle, or compromise
5 any such action or claim without the prior consent of COUNTY; provided,
6 however, that any such adjustment, settlement or compromise in no manner
7 whatsoever limits or circumscribes CONTRACTOR'S indemnification of
8 COUNTY. CONTRACTOR'S obligation hereunder shall be satisfied when
9 CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or
10 similar document) relieving COUNTY from any liability for the action or claim
11 involved.

12 4.2 The specified insurance limits required in this Agreement shall in no way limit or
13 Circumscribe, CONTRACTOR'S obligations to indemnify and hold harmless,
14 COUNTY.

15 4.3 In the event there is conflict between this clause and California Civil Code
16 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
17 Such interpretation shall not relieve the CONTRACTOR from indemnifying the
18 COUNTY to the fullest extent allowed by law.

19
20 **5. INDEPENDENT CONTRACTOR.**

21 5.1 The CONTRACTOR is, for the purpose relating to this Agreement, an
22 independent CONTRACTOR and shall not be deemed an employee of the
23 COUNTY. It is expressly understood and agreed that the CONTRACTOR
24 (including its employees, agents and subcontractors) shall in no event be entitled
25 to any benefits to which COUNTY employees are entitled, including but not
26 limited overtime, any retirement benefits, worker's compensation benefits, and
27 injury leave or other leave benefits. There shall be no employer-employee
28 relationship between the parties; and CONTRACTOR shall hold COUNTY
harmless from any and all claims that parties; and CONTRACTOR shall hold

1 COUNTY harmless from any and all claims that may be made against COUNTY
 2 based upon any contention by a third party that an employer-employee
 3 relationship exists by reason of this Agreement. It is further understood and
 4 agreed by the parties that CONTRACTOR in the performance of this Agreement.

5 **5.2** It is further understood and agreed by the parties hereto that CONTRACTOR in
 6 the performance of this Agreement is subject to the control or direction of
 7 COUNTY merely as to the result to be accomplished by the services hereunder
 8 agree to render and perform and not as to the means and methods for
 9 accomplishing the results.

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

14 **6.1 Workers' Compensation:**

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

23 **6.2 Commercial General Liability:**

24 Commercial General Liability insurance coverage, including but not limited to,
 25 premises liability, contractual liability, products and completed operations
 26 liability, personal and advertising injury covering claims which may arise from or
 27 out of CONTRACTOR'S performance of its obligations hereunder. Policy shall
 28 name all Agencies, Districts, Special Districts, and Departments of the COUNTY

1 of Riverside, their respective directors, officers, Board of Supervisors, employees,
2 elected or appointed officials, agents or representatives as Additional Insured's.
3 Policy's limit of liability shall not be less than one million dollars \$1,000,000 per
4 occurrence combined single limit. If such insurance contains a general aggregate
5 limit, it shall apply separately to this agreement or be no less than two (2) times
6 the occurrence limit.

7 **6.3 Vehicle Liability:**

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

18 **6.4 Professional Liability Insurance**

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

1 Certificates of Insurance that CONTRACTOR has Maintained continuous
2 coverage with the same original insurer. Coverage provided under items; 1), 2),
3 or 3) will continue for a period of five (5) years beyond the termination of this
4 Agreement.

5 **6.5 General Insurance Provisions - All lines:**

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

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

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

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

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

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

1 required herein, if; in the COUNTY Risk Manager's reasonable judgment
 2 the amount or type of insurance carried by the CONTRACTOR has
 3 become inadequate

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

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

8
 9 **7. LICENSE.**

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

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

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

25 **8. RECORDS AND DOCUMENTS.**

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

1 records shall be maintained by CONTRACTOR for at least five years following
2 termination of this Agreement and be available for audit by the COUNTY.

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

5
6 **9. EDD REPORTING REQUIREMENTS**

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

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

26 **10. OSHA REGULATIONS**

27 **10.1** CONTRACTOR hereby certifies awareness of the Occupational Safety and
28 Health Administration (OSHA) standards and codes as set forth by the U.S.
Department of Labor, and the derivative Cal/OSHA standards, laws and

1 regulations relating thereto, and verifies that all performance under this
2 Agreement shall be in compliance therewith.

3 **11. CONFIDENTIALITY**

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

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

24 **12. CONDUCT OF CONTRACTOR**

25 **12.1** CONTRACTOR covenants that it presently has no interest, including, but not
26 limited to, other projects or contracts, and shall not acquire any such interest,
27 direct or indirect, which would conflict in any manner or degree with
28

1 CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees
2 to inform the COUNTY of all the CONTRACTOR'S interests, if any, which are
3 or may be perceived as incompatible with the COUNTY'S interest

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

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

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

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

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
13 Compliance Contract Officer shall be the final and conclusive unless determined
14 by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary,
15 or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall
16 proceed diligently with the performance of this Agreement pending the resolution
17 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 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 Party 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

1
2 COUNTY. Any attempt to delegate or assign any interest herein shall be deemed
3 void and of not force or effect.

4 **20.2** No contract shall be made by the CONTRACTOR with any other party for
5 furnishing any of the work or service under this Agreement without the prior
6 written approval of the COUNTY; but this provision shall not require the
7 approval of contracts of employment between the CONTRACTOR and personnel
8 assigned under this Agreement, or for parties named in the proposal and agreed to
9 under this Agreement.

10 **21. ADMINISTRATION.** The COUNTY Purchasing Agent, or designee, shall administer
11 this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the
12 liaison with CONTRACTOR in connection with this Agreement.

13 **22. WAIVER.**

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

20 **23. JURISDICTION/VENUE**

21 This Agreement shall be governed by, and construed in accordance with, the laws of the
22 State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of
23 the courts of the State of California for all purposes regarding this Agreement and further
24 agrees and consents that venue of any action brought hereunder shall be exclusively in
25 the County of Riverside, California.
26
27
28

1 **24. SEVERABILITY**

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

5 **25. CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings
6 used in this Agreement are for convenience only and are not a part of this Agreement and
7 shall not be used in construing this Agreement.

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

11 **COUNTY:**

12 Riverside County Department of Public Health
13 Procurement and Contracts Division
14 4065 County Circle Drive
15 Riverside, CA 92503

16 **CONTRACTOR:**

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

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

22 // // // // //

Exhibit A

Scope of Work Safe Moves Incorporated Safe Routes to School, Hemet Project Period: July 1, 2012 to June 30, 2013

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

**Cawston Elementary School
4000 West Menlo Ave.
Hemet, CA 92545**

Task 1. Six (6) School Assemblies for 826 Students in Grades K-6

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: Three (3) Pedestrian Rodeos for 826 Students in Grades K-6

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 their "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)

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>
Assembly	6	\$ 200.00	\$1,200.00
Ped Rodeo	3	\$2,000.00	\$6,000.00
Total:			\$7,200.00

Rancho Viejo Middle School
985 N. Cawston Avenue
Hemet, CA 92545

Task 1: Six (6) School Assemblies for 1,166 Students in Grades 7-9

Assemblies 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 the egg drop to illustrate the importance of helmet use and a treadmill and stationery bike to simulate how long it takes to walk or ride one mile.

Traffic Jeopardy includes:

- Bicycle safety
- Pedestrian safety
- California Vehicle Code laws and regulations
- Skills necessary to make smart choices in traffic
- Use of bike racks, bike lanes, bike paths, bike trails
- Explanation of traffic environment (infrastructure)
- Recognition and avoidance of common traffic collisions
- Understanding of driver, pedestrian and bicyclist behaviors

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

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

The Bicycle Skill Course is an interactive hands-on program allowing teens to experience Traffic situations as bicyclists in a traffic simulation course. By using a realistic course, the ability of students to recognize and avoid traffic hazards and to ride safely is improved. The lesson plans and traffic situations become more challenging for the upper grades so as to accommodate their “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
- 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. Students are taught how to properly fit and adjust their bicycle 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 7-9 and administered by trained safety instructors. Rodeo Lesson Plans are as follows:

- Safe places to ride
- Unsafe places to ride
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists
- 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)
- Explanation and demonstration of role of crossing guards
- California Vehicle Code laws and regulation
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver and bicyclist behaviors
- School transportation/traffic policies
- Importance of bicycling for physical fitness
- Effects of bicycling for a cleaner environment
- Identification of hot spots (crime, bullies, hazardous corners & crosswalk, truck traffic)

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>
Assembly	6	\$ 200.00	\$ 1,200.00
Bike Skills Course	2	\$2,000.00	\$ 4,000.00
Total:			\$ 5,200.00

**Tahquitz High School
4425 Titan Trail
Hemet, CA 92545**

Task 1: Two (2) Bicycle Skill Courses (Rodeos)

The Bicycle Skill Course is an interactive hands-on program allowing teens to experience traffic situations as bicyclists in a traffic simulation course. By using a realistic course, the ability of students to recognize and avoid traffic hazards and to ride safely is improved. The lesson plans and traffic situations become more challenging for the upper grades so as to accommodate their "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
- 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. Students are taught how to properly fit and adjust their bicycle 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 7-9 and administered by trained safety instructors. Rodeo Lesson Plans are as follows:

- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle collisions
- Use of bike racks, bike lanes, bike paths, bike trails
- Skills (stopping, balancing, braking, left shoulder check, scanning)
- California Vehicle Code laws and regulation
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver, pedestrian and bicyclist behaviors
- School transportation/traffic policies
- Importance of bicycling for physical fitness
- Effects of bicycling for a cleaner environment
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

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.

Task 2: One (1) "Anything But a Car Day (ABC)"

Safe Moves will work with school officials, student clubs and PE staff to coordinate a schedule day for students to ride bicycles to school. The Bike Skill Course will be conducted as a lead-up to the scheduled event. Posters and flyers will be distributed promoting the day. A bicycle and ten (10) helmets and other bike related merchandise will be prizes to encourage students to ride. Safe Moves will set up in a Quad during the lunch periods with a display of the latest bicycle models, turbo trainer stationary bikes, blender bike, rock climbing wall to promote helmet use and Olympic Bike Racer – Tony Cruz to meet and greet the students.

Program Description	No. of Program	Cost per Program	Sub-Total
Bike Skills Course	2	\$2,000.00	\$ 4,000.00
ABC Day	1	\$1,800.00	\$ 1,800.00
Total:			\$ 5,800.00

PAYMENT SCHEDULE:

Safe Moves Incorporated 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 updates are completed. Amount not to exceed eighteen thousand, two hundred dollars (\$18,200.00).

REPORTING PERIOD:

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

Expenses eligible for reimbursement must meet criteria outlined in the California Department of Transportation (CalTrans) program manual, and comply with reimbursement terms provided by the Riverside County Department of Public Health. All contract funds shall be restricted to (CalTrans) expenses in accordance with the terms and intent of this Agreement. Invoices shall be forwarded for review and approval to:

Riverside County Department of Public Health
Injury Prevention Services

ATTN: Marsie Huling, Sherman Bldg
P.O. Box 7600
Riverside, CA 92513-7600

MAXIMUM COMPENSATION payable under the terms of this Agreement – not to exceed eighteen thousand, two hundred dollars (\$18,200.00).

Exhibit B Payment Provision

Safe Moves Incorporated Safe Routes to School, Hemet Project Period: July 1, 2012 to June 30, 2013

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
PO Box 7849
Riverside, CA 92513-7849

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed eighteen thousand, two hundred dollars (\$18,200.00)



to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

COUNTY OF RIVERSIDE
 DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



DEPT/BRANCH DPH/Injury Prevention Services		CONTRACT NO. 13-013		RFP NO. -----
FUND 10000	DEPARTMENT ID 4200102200	PROJECT-GRANT HS200091	PROGRAM	CLASS/LOCATION 6610-33204
CONTRACT AMOUNT \$39,600		PERIOD OF PERFORMANCE July 1, 2012 through June 30, 2014		
COUNTY CONTACT Marsie Huling, Program Coordinator (951) 358-7171				
CONTRACTOR REPRESENTATIVE Pat Hines, Contract Administration (818) 786-4614				
PROGRAM NAME: Safe Routes to School, Desert Region				

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 on pages 1 through 16, Exhibit A, Scope of Work, consisting of two (2) page(s), and Exhibit B, Payment Provision, consisting of one (1) page attached hereto and incorporated herein.

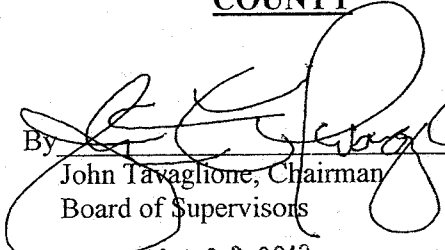
CONTRACTOR
 Safe Moves Incorporated

By _____

Print Name _____

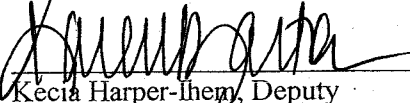
Date _____

COUNTY

By 
 John Tavaglione, Chairman
 Board of Supervisors

Date NOV 20 2012

ATTEST:


 Kecia Harper-Ihems, Deputy
 Clerk of the Board

Date NOV 20 2012

FOR APPROVED COUNTY COUNSEL
 BY 
 DATE

1 **1. DESCRIPTION OF SERVICES**

2 **1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A,
3 SCOPE OF WORK, attached hereto and by this reference incorporated herein.

4 **1.2** CONTRACTOR shall perform to the satisfaction of the COUNTY and in
5 conformance to and consistent with the highest standards of firms/professionals in
6 the same discipline in the State of California.

7 **1.3** CONTRACTOR affirms this is fully, apprised of all the work to be performed
8 under this Agreement; and the CONTRACTOR agrees it can properly perform
9 this work at the prices stated in Exhibit B, PAYMENT PROVISION.

10 CONTRACTOR is not to perform services or provide products outside of this
11 Agreement.

12 **1.4** Acceptance by the COUNTY of the CONTRACTOR'S performance under this
13 Agreement does not operate as a release of CONTRACTOR'S responsibility for
14 full compliance with the terms of this Agreement.

15 **2. PERIOD OF PERFORMANCE**

16 **2.1** This Agreement shall be effective on July 1, 2012 through June 30, 2014, unless
17 terminated as specified in Section 15, TERMINATION.

18 **3. COMPENSATION.**

19 **3.1** In consideration of services provided by CONTRACTOR pursuant to Exhibit A,
20 SCOPE OF WORK, attached hereto and incorporated herein, CONTRACTOR
21 shall be entitled to receive payment as specified in Exhibit B, PAYMENT
22 PROVISIONS, attached hereto and incorporated herein. Maximum payment by
23 COUNTY to CONTRACTOR shall not exceed nineteen thousand, eight hundred
24 dollars (\$19,800), including all expenses.

25 **3.2** COUNTY is not responsible for any fees or cost incurred above or beyond the
26 contracted amount, as stated above in Section 3, COMPENSATION, Paragraph
27 3.1, and shall have no obligation to purchase any specified amount of services.
28

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 written amendment to this Agreement.

9 **3.4** COUNTY obligation for payment of this Agreement beyond the current fiscal
10 year end is contingent upon and limited by the availability of COUNTY funding
11 from which payment can be made. No legal liability on the part of the COUNTY
12 shall rise for payment beyond June 30 of each calendar year unless funds are
13 made available for such payment. In the event such funds are not forthcoming for
14 any reason, COUNTY shall immediately notify CONTRACTOR in writing; and
15 this Agreement shall be deemed terminated and have no force and effect.

16
17 **4. HOLD HARMLESS/INDEMNIFICATION.**

18 **4.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its
19 Agencies, Districts, Special Districts and Departments, their respective directors,
20 officers, Board of Supervisors, elected and appointed officials, employees, agents
21 and representatives from any liability, claim, damage or action whatsoever, based
22 or asserted upon any act or omission of CONTRACTOR, its officers, employees,
23 subcontractors, agents or representatives arising out of or in any way relating to
24 this Agreement, including but not limited to property damage, bodily injury, or
25 death. CONTRACTOR shall defend, at its sole cost and expense, including but
26 not limited to attorney fees, cost of investigation, defense and settlements or
27 awards, the County of Riverside, its Agencies, Districts, Special Districts and
28 Departments, their respective directors, officers, Board of Supervisors, elected

1 and appointed officials, employees, agents and representatives in any such action
2 or claim. With respect to any action or claim subject to indemnification herein by
3 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
4 counsel of its own choice and shall have the right to adjust, settle, or compromise
5 any such action or claim without the prior consent of COUNTY; provided,
6 however, that any such adjustment, settlement or compromise in no manner
7 whatsoever limits or circumscribes CONTRACTOR'S indemnification of
8 COUNTY. CONTRACTOR'S obligation hereunder shall be satisfied when
9 CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or
10 similar document) relieving COUNTY from any liability for the action or claim
11 involved.

12 **4.2** The specified insurance limits required in this Agreement shall in no way limit or
13 Circumscribe, CONTRACTOR'S obligations to indemnify and hold harmless,
14 COUNTY.

15 **4.3** In the event there is conflict between this clause and California Civil Code Section
16 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
17 interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY
18 to the fullest extent allowed by law.

19
20 **5. INDEPENDENT CONTRACTOR.**

21 **5.1** The CONTRACTOR is, for the purpose relating to this Agreement, an
22 independent CONTRACTOR and shall not be deemed an employee of the
23 COUNTY. It is expressly understood and agreed that the CONTRACTOR
24 (including its employees, agents and subcontractors) shall in no event be entitled
25 to any benefits to which COUNTY employees are entitled, including but not
26 limited overtime, any retirement benefits, worker's compensation benefits, and
27 injury leave or other leave benefits. There shall be no employer-employee
28 relationship between the parties; and CONTRACTOR shall hold COUNTY
harmless from any and all claims that parties; and CONTRACTOR shall hold

COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement.

5.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agree to render and perform and not as to the means and methods for accomplishing the results.

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

6.1 **Workers' Compensation:**

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

6.2 **Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY

1 of Riverside, their respective directors, officers, Board of Supervisors, employees,
2 elected or appointed officials, agents or representatives as Additional Insured's.
3 Policy's limit of liability shall not be less than one million dollars \$1,000,000 per
4 occurrence combined single limit. If such insurance contains a general aggregate
5 limit, it shall apply separately to this agreement or be no less than two (2) times
6 the occurrence limit.

7 **6.3 Vehicle Liability:**

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

18 **6.4 Professional Liability Insurance**

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

1 Certificates of Insurance that CONTRACTOR has Maintained continuous
2 coverage with the same original insurer. Coverage provided under items; 1), 2),
3 or 3) will continue for a period of five (5) years beyond the termination of this
4 Agreement.

5 **6.5 General Insurance Provisions - All lines:**

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

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

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

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

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

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

1 required herein, if; in the COUNTY Risk Manager's reasonable judgment
2 the amount or type of insurance carried by the CONTRACTOR has
3 become inadequate

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

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

8
9 **7. LICENSE.**

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

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

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

25 **8. RECORDS AND DOCUMENTS.**

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

1 records shall be maintained by CONTRACTOR for at least five years following
2 termination of this Agreement and be available for audit by the COUNTY.

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

5
6 **9. EDD REPORTING REQUIREMENTS**

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

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

26 **10. OSHA REGULATIONS**

27 **10.1** CONTRACTOR hereby certifies awareness of the Occupational Safety and
28 Health Administration (OSHA) standards and codes as set forth by the U.S.
Department of Labor, and the derivative Cal/OSHA standards, laws and

1 regulations relating thereto, and verifies that all performance under this
2 Agreement shall be in compliance therewith.

3 **11. CONFIDENTIALITY**

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

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

24 **12. CONDUCT OF CONTRACTOR**

25 **12.1** CONTRACTOR covenants that it presently has no interest, including, but not
26 limited to, other projects or contracts, and shall not acquire any such interest,
27 direct or indirect, which would conflict in any manner or degree with
28

1 CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees
2 to inform the COUNTY of all the CONTRACTOR'S interests, if any, which are
3 or may be perceived as incompatible with the COUNTY'S interest

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

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

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

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

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
13 Compliance Contract Officer shall be the final and conclusive unless determined
14 by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary,
15 or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall
16 proceed diligently with the performance of this Agreement pending the resolution
17 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 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 Party 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

1
2 COUNTY. Any attempt to delegate or assign any interest herein shall be deemed
3 void and of not force or effect.

4 **20.2** No contract shall be made by the CONTRACTOR with any other party for
5 furnishing any of the work or service under this Agreement without the prior
6 written approval of the COUNTY; but this provision shall not require the
7 approval of contracts of employment between the CONTRACTOR and personnel
8 assigned under this Agreement, or for parties named in the proposal and agreed to
9 under this Agreement.

10 **21. ADMINISTRATION.** The COUNTY Purchasing Agent, or designee, shall administer
11 this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the
12 liaison with CONTRACTOR in connection with this Agreement.

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

20
21 **23. JURISDICTION/VENUE**

22 This Agreement shall be governed by, and construed in accordance with, the laws of the
23 State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of
24 the courts of the State of California for all purposes regarding this Agreement and further
25 agrees and consents that venue of any action brought hereunder shall be exclusively in
26 the County of Riverside, California.
27
28

1 **24. SEVERABILITY**

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

5 **25. CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings
6 used in this Agreement are for convenience only and are not a part of this Agreement and
7 shall not be used in construing this Agreement.

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

11 **COUNTY:**

12 Riverside County Department of Public Health
13 Procurement and Contracts Division
14 4065 County Circle Drive
15 Riverside, CA 92503

16 **CONTRACTOR:**

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

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

22 // // // // //

Exhibit A

Scope of Work
Safe Moves Incorporated
Safe Routes to School, Desert Region
Project Period: July 1, 2012 to June 30, 2014

This AGREEMENT is made and entered into by the County of Riverside Department of Health, **Riverside County Injury Prevention Services (RCIPS)** and **Safe Moves Incorporated** for the purpose of implementing Safe Routes to School assemblies at elementary and middle schools in the cities of Desert Hot Springs, Palm Springs, and Coachella. Funding for this contract is provided by the U.S. Department of Transportation, Federal Highway Administration and the County of Riverside Department of Public Health.

	Amount
<p>Task 1. School Assemblies for Grades K-6 at Target Area Schools:</p> <p>Twenty-two (22) assemblies for grades K-6 at target area elementary schools in the Coachella Valley will be conducted in a game show format called <i>Traffic Jeopardy</i> with the safety instructor as the game show host.</p>	<p>22 @ \$150 = \$3,300.00</p>
<p>Task 2. Pedestrian and Bicycle Rodeos for Grade K-6 at Target Area Schools:</p> <p>Safe Moves will schedule, coordinate and conduct nine (9) Pedestrian and Bicycle Rodeos at each target area elementary school (one per school). Schedules of location, date and a schedule will be submitted to Staff.</p>	<p>9 @ \$1500 = \$13,500.00</p>
<p>Task 3. Middle Schools Skill Courses:</p> <p>Safe Moves will schedule, coordinate and conduct two (2) Skill Course Programs at target area middle schools (one per school). Safe Moves provides bicycles and helmets for students to use on the course.</p>	<p>2 @ 1,500 = \$3,000.00</p>
TOTAL	\$19,800 (Annually)

PAYMENT SCHEDULE:

Safe Moves Incorporated 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 updates are completed. Amount not to exceed \$39,600.00.

REPORTING PERIOD:

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

Expenses eligible for reimbursement must meet criteria outlined in the California Department of Transportation (CalTrans) program manual, and comply with reimbursement terms provided by the Riverside County Department of Public Health. All contract funds shall be restricted to (CalTrans) expenses in accordance with the terms and intent of this Agreement. Invoices shall be forwarded for review and approval to:

Riverside County Department of Public Health
Injury Prevention Services

ATTN: Marsie Huling, Sherman Bldg
P.O. Box 7600
Riverside, CA 92513-7600

**MAXIMUM COMPENSATION payable under the terms of this Agreement –
Amendment is not to exceed thirty-nine thousand, six hundred dollars (\$39,600.00).**

Exhibit B Payment Provision

Safe Moves Incorporated Safe Routes to School, Desert Region Project Period: July 1, 2012 to June 30, 2014

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
Injury Prevention Services

ATTN: Marsie Huling
P.O. Box 7600
Riverside, CA 92513-7600

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed thirty-nine thousand, six hundred dollars (\$19,800.00) annually.