

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

914



**FROM:** Department of Public Health

**SUBMITTAL DATE:**  
September 10, 2014

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

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

**BACKGROUND:**

**Summary** (continued on page 2)

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

JAS:td

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

|   |                               |
|---|-------------------------------|
| <b>SOURCE OF FUNDS:</b> 100% State funded | <b>Budget Adjustment:</b> NO  |
|   | <b>For Fiscal Year:</b> 14/15 |

**C.E.O. RECOMMENDATION:**

APPROVE

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

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

3)

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

Ayes: Jeffries, Tavaglione, Stone and Ashley  
Nays: None  
Absent: Benoit  
Date: October 28, 2014  
xc: Public Health, Purchasing

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

Prev. Agn. Ref.:

District: 1,3,5

Agenda Number:

**3-16**

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

Purchasing: *Mark Seiler*  
Mark Seiler, Assistant Director

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

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

**DATE:** September 10, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

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

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

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

DOPH completed planning negotiations with targeted schools late July 2014.

**Impact on Citizens and Businesses**

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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

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

**Price Reasonableness**

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

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3-16**

(1)

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the recommendation from Public Health regarding Ratify Agreement #15-055 with Safe Moves Incorporated for Safe Routes to School Education, 1<sup>st</sup>, 3<sup>rd</sup> & 5<sup>th</sup> Districts.

Roll Call:

Ayes: Jeffries, Tavaglione, Stone and Ashley  
Nays: None  
Absent: Benoit

(2)

On Motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter be reconsidered.

Roll Call:

Ayes: Jeffries, Tavaglione, Stone and Ashley  
Nays: None  
Absent: Benoit

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on \_\_\_\_\_ October 28, 2014 \_\_\_\_\_ of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: October 28, 2014  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: Kecia Harper-Ihem Deputy

AGENDA NO.  
3-16

xc: Public Health

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



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

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

hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

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

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

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

**CONTRACTOR**  
Safe Moves Incorporated

**COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_  
Cathy Silpaprast, Buyer II

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

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

**TERMS AND CONDITIONS**

**1. DESCRIPTION OF SERVICES**

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

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

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

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

**2. PERIOD OF PERFORMANCE**

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

**3. COMPENSATION**

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

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

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

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

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

17 **4. HOLD HARMLESS/INDEMNIFICATION**

18 **4.1** CONTRACTOR shall indemnify and hold harmless the COUNTY, its agencies,  
19 districts, special districts and departments, their respective directors, officers,  
20 Board of Supervisors, elected and appointed officials, employees, agents and  
21 representatives from any liability, claim, damage or action whatsoever, based or  
22 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, unless due to the active negligence of COUNTY. CONTRACTOR shall  
26 defend, at its sole cost and expense, including but not limited to attorney fees, cost  
27 of investigation, defense and settlements or awards in any such action or claim  
28

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

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

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

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

20  
21 **5. INDEPENDENT CONTRACTOR**

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

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

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

8 **6. LIABILITY INSURANCE**

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

13 **6.1 Workers' Compensation**

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

21 **6.2 Commercial General Liability**

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



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

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

8 **6. LIABILITY INSURANCE**

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

13 **6.1 Workers' Compensation**

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

22 **6.2 Commercial General Liability**

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

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

### 5 **6.3 Vehicle Liability**

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

### 15 **6.4 Professional Liability Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

7  
8 **7. LICENSE**

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

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

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

24 **8. RECORDS AND DOCUMENTS**

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

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

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

4 **9. EDD REPORTING REQUIREMENTS**

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

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

24 **10. OSHA REGULATIONS**

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

1 **11. CONFIDENTIALITY**

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

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

22 **12. CONDUCT OF CONTRACTOR**

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

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

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

8 **12.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and  
9 entertainment directly or indirectly to COUNTY employees.  
10

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

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



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

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

8 **14. DISPUTES**

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

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

22 **15. TERMINATION**

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

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

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

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

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

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

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

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

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

23 **16. FORCE MAJEURE**

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

27 **17. NONDISCRIMINATION AND ELIGIBILITY**

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

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

8 **18. CONFLICT OF INTEREST**

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

12 **19. ALTERATION**

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

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

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

26 **20. ASSIGNMENT/SUBCONTRACTORS**

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

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

3 **20.2** No contract shall be made by the CONTRACTOR with any other party for  
4 furnishing any of the work or service under this Agreement without the prior  
5 written approval of the COUNTY, but this provision shall not require the  
6 approval of contracts of employment between the CONTRACTOR and personnel  
7 assigned under this Agreement, or for parties named in the proposal and agreed to  
8 under this Agreement.

9 **21. ADMINISTRATION**

10 The County Purchasing Agent, or designee, shall administer this Agreement on behalf of  
11 the COUNTY. The Purchasing Department is to serve as the liaison with  
12 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 **24. SEVERABILITY**

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

4 **25. CAPTIONS AND PARAGRAPH HEADINGS**

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

7 **26. NOTICES**

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

11 **COUNTY:**

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

17 **CONTRACTOR:**

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

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

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

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

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

CONTRACTOR agrees to provide the following services.

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

**Submitted by Safe Moves**

**School:** Good Hope Elementary School  
24050 Theda Street  
Perris, CA

**Grades:** K-6

**Students:** 700

**Task 1.** Five (5) School Workshops

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

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

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

The lesson plans include:

- Unsafe places to ride and walk
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Recognition and avoidance of common pedestrian collisions
- Explanation and demonstration of role of crossing guards
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver, pedestrian behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Explanation of the school route/neighborhood maps
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling for a cleaner environment
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

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

Traffic Jeopardy includes:

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

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

## Task 2: Two (2) Pedestrian & Bike Rodeos

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

Traffic Simulation Course features:

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

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

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

Lesson Plans are as follows:

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



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

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

All lesson plans meet California State Board of Education (SBE) adopted health, physical education and science standards, State of California School District Curriculum Standards and Environment Initiative (EEI). The workshops are conducted in English and Spanish (when needed) to accomplish the needs of each school. If other languages are needed, Safe Moves will work with school officials to accommodate the students.

**Cost:**

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

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

**Grades:** K-5

**Students:** 790

**Task 1.** Five (5) School Workshops

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

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

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

The lesson plans include:

- Unsafe places to ride and walk
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Recognition and avoidance of common pedestrian collisions
- Explanation and demonstration of role of crossing guards
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver, pedestrian behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Explanation of the school route/neighborhood maps
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling for a cleaner environment
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

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

Traffic Jeopardy includes:

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

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

## **Task 2: Two (2) Pedestrian & Bike Rodeos**

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

Traffic Simulation Course features:

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

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

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

Lesson Plans are as follows:

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

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

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

All lesson plans meet California State Board of Education (SBE) adopted health, physical education and science standards, State of California School District Curriculum Standards and Environment Initiative (EEI). The workshops are conducted in English and Spanish (when needed) to accomplish the needs of each school. If other languages are needed, Safe Moves will work with school officials to accommodate the students.

**Cost:**

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

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

**Task 1.** Five (5) School Workshops

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

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

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

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

Traffic Simulation Course features:

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

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

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

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

- Explanation of traffic signs, signals and street markings
- Rights and responsibilities of bicyclists and skateboarders
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle and skateboard collisions
- Use of bike racks, bike lanes, bike paths, bike trails
- Skills (stopping, balancing, braking, left shoulder check, scanning)
- California Vehicle Code laws and regulations for bicyclists and skateboarders
- Explanation/simulation of traffic environment (infrastructure)

All lesson plans meet California State Board of Education (SBE) adopted health, physical education and science standards, State of California School District Curriculum Standards and Environment Initiative (EEI). The workshops are conducted in English and Spanish (when needed) to accomplish the needs of each school. If other languages are needed, Safe Moves will work with school officials to accommodate the students.

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

## **Exhibit B Payment Provision**

---

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

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

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

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

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

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

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Paul Jacobs

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** Temecula **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** 10/28/14 **Agenda #** 3-16

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_



## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.