



Agreement No. 4032.01
Board Approval: JUL 18 2011
Purchase Order: C

32256

CONSULTANT AGREEMENT

This AGREEMENT is made this **10th** day of **May, 2011**, between the **LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter referred to as "DISTRICT," and **CITY OF LONG BEACH**, hereinafter referred to as "CONSULTANT."

The parties agree as follows:

- Services to be Provided** by CONSULTANT: To provide "Safe Routes to School", a pedestrian and bicycle safety program for all Child Development Centers School-Age Care Program sites, in accordance with Exhibit A, as requested by the DISTRICT. The CONSULTANT is to report to the Director, Child Development Center for the DISTRICT, during the course of the Work.
- Exhibit**. CONSULTANT's proposal is attached hereto and incorporated herein by this reference as Exhibit A. The purpose of Exhibit A as used in this agreement is to further define Paragraphs 1 and 4 only, Services to be Provided, and Compensation, any additional terms included in Exhibit A are hereby rendered void. If any terms or conditions conflict between this agreement and Exhibit A, the agreement shall prevail.
- Term**. CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2011, and will diligently perform as required. Under no circumstance shall the term of this contract extend beyond December 31, 2012 without a written amendment to this AGREEMENT executed by both parties in writing.
- Fee**. There is no cost to the DISTRICT for services provided under this AGREEMENT.
- Expenses**. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT which are not specified in the AGREEMENT and/or Paragraph 4 above.
- Independent Contractor**. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.
- Materials**. CONSULTANT shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, unless otherwise agreed by both parties. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.
- Termination**. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
- Hold Harmless**. As both the Long Beach Unified School District and CONSULTANT, are public entities under Government Code Section 895.2. Pursuant to Government Code Section 895.2, each party shall assume

liability for bodily injury or death and property damage caused by its negligence or willful misconduct arising from or connected with its performance under this agreement to the extent that such liability would be imposed in the absence of Government Code Section 895.2. To that end, each party shall indemnify and hold the other harmless from and against any damage, demand, cause of action, claim loss, cost, expense or liability that may be imposed on such other party by virtue of Government Code Section 895.2 arising from or connected with its performance under this agreement. Each party waives subrogation. The provisions of Civil Code Section 2778 are made a part hereof as if fully set forth.

10. Insurance. Pursuant to Section 11, CONSULTANT agrees to carry commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate, automobile liability insurance with limits of One Million Dollars (\$1,000,000) combined single limit, and professional errors and omissions with limits of One Million Dollars (\$1,000,000) per claim/One Million Dollars (\$1,000,000) aggregate, in forms mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Upon request, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

11. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

12. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

13. Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

14. Entire Agreement/Amendment. This AGREEMENT constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

15. Nondiscrimination. CONSULTANT agrees to not discriminate on the basis of race, color, religion, sex, marital status, national origin, ancestry, familiar status, disability, sexual orientation, pregnancy or pregnancy related condition in its employment practices. This policy of affording equal employment opportunities to all persons is in keeping with provisions of state and federal laws and regulations.

16. Images. If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express prior written consent from the DISTRICT and, in the case of a student or employee, the express prior written consent from the student's parents or the employee whose image is to be captured.

17. Non Waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

18. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given by one or more of the following: (a) personal service, (b) email, (c) facsimile, or (d) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be

considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:
Long Beach Unified School District
2201 E. Market Street
Long Beach, CA 90805
Attn: Contracts Office
Telephone: 562-663-3016
Facsimile: 562-634-5013

CONSULTANT:
City of Long Beach
333 W. Ocean Blvd.
Long Beach, CA 90802
Attn: Courtney Aguirre
Telephone: 562-570-6667

19. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Los Angeles County, California.

21. Education Code 45125. During the entire term of this Contract, the Consultant and its contractors and agents, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements) with respect to individuals who will have contact with Long Beach Unified School District pupils in the performance of the work of this AGREEMENT.

22. In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the governing board duly passed and adopted.

The undersigned hereby certify that they are authorized to bind their respective entities.

CITY OF LONG BEACH EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Assistant City Manager

By [Signature]
Print Name Patrick H. West
Title City Manager
Date 6.23.11
Tax ID# [Redacted]
Telephone (562) 570-6916
E-Mail patrick.west@lbjbeach.gov

LONG BEACH UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY

By [Signature]
Barrick L. Bartlett
Purchasing and Contracts Director
Date 7/19/11

APPROVED AS TO FORM
6-14, 20 11
ROBERT E. SHANNON, City Attorney
By [Signature]
AMY R. BURTON
DEPUTY CITY ATTORNEY

City of Long Beach



Safe Routes to School Program

Thirty years ago, more than 66 percent of all children walked to school. Walking or biking to school gives children a sense of freedom and responsibility, allows them to enjoy the fresh air, and provides them with opportunities to get to know their neighborhood while arriving at school alert, refreshed, and ready to start their day. Yet most American children are denied this experience; in fact, only 13 percent of American children walk or bike to school.

Recent research indicates that 20 to 25 percent of morning traffic is due to parents driving their children to school. As a result, traffic congestion has increased around schools, prompting even more parents to drive their children to school. The health consequences to our children and to the well being of the community are extensive.

The City of Long Beach *Safe Routes to School Program* will integrate health, fitness, traffic relief, environmental awareness, and safety under one program. It is our opportunity to work together to create a healthy lifestyle for children and a safer, cleaner environment for everyone.

Starting September 2010, the *Safe Routes to School Program*, including student workshops, parent workshops, school traffic safety rodeos, "Family Fun Day Rodeos" and many other fun and effective activities, will be available to all Long Beach elementary and middle schools through a grant provided by Caltrans' *Safe Routes to Schools Program*.

Safe Moves will be contacting you soon to schedule programs for your school. We look forward to working with you to make *Safe Routes to School* a success for you, your students and your school community.



For more information, please contact Safe Moves at (818) 786-4614,
or the City of Long Beach at (562) 570-6667.

SAFE MOVES RODEO

SAFE ROUTES TO SCHOOL



Learn how to "Walk, Ride and Roll" Safely!

What is a Traffic Safety Rodeo?

A Traffic Safety Rodeo is an interactive hands-on program allowing children to experience simulated traffic situations as pedestrians and bicyclists in a safe learning environment called "Safe Moves City". By using a realistic environment, the ability of children to recognize and avoid traffic hazards is improved. "Safe Moves City" is a miniature city featuring:

- Sidewalks
- Intersections
- Crosswalks
- Traffic signs and signals
- Cars
- Trucks
- Buses
- Residential area with school
- Business district
- Alleyways
- Bike lanes
- Railroad tracks with train, signal, gate and signs

How Does a Traffic Safety Rodeo Work?

The rodeo is conducted for children between the ages of 5 and 12 years of age. "Safe Moves City" can accommodate almost any space available. The minimum space is 40 feet x 60 feet and the maximum size is 100 feet x 150 feet. The space should be a flat paved area of the playground that is accessible by our van. The equipment is made out of plastic and will not harm the playground surface.

Instructors will guide and teach traffic safety lessons for students walking or riding through the course. Children wanting to ride a bicycle in "Safe Moves City" must have a permission form signed by a parent or guardian. All

bicyclists are required to wear a bicycle helmet (either their own or a Safe Moves helmet). Children who want to walk through the course are not required to have a permission form.

What is taught at Traffic Safety Rodeo?

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

Bicycle Safety

- 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
- Explanation of driver behaviors
- Use of city bicycle facilities
- Explanation of school bicycle policies
- Skills (stopping, balancing, braking, left shoulder check, scanning)

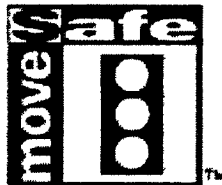
Pedestrian Safety

- Safe places to walk
- Unsafe places to walk
- Explanation of traffic signs and signals
- Rights and responsibilities of pedestrians
- Recognition and avoidance of common pedestrian collisions
- Explanation of driver behaviors
- Explanation of school pedestrian policies

Who is Safe Moves?

Safe Moves is a non-profit 501 (c) (3) organization dedicated to educating children on traffic safety. Since 1983 Safe Moves has served schools and communities in California to decrease the number of traffic-related deaths and injuries. Safe Moves is considered the leading authority on traffic safety education for children in the country and has won many national awards from the United States Department of Transportation, National Highway Administration, Department of Health Services, California Office of Traffic Safety and the Association of Bicycle and Pedestrian Safety Professionals. Safe Moves programs have been featured in the national press including "Dateline", "The Today Show", "Good Morning, America", and "20/20".

FOR MORE INFORMATION, PLEASE CALL SAFE MOVES AT 818/786-4614.





Safe Routes to School

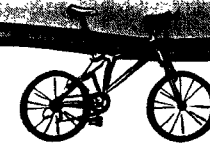


CITY OF LONG BEACH



For more information, contact:

Safe Moves
15500 Erwin Street # 1049
Van Nuys, CA 91411
818.786.4614
or
City of Long Beach
562.570.6667



Safe Routes to School

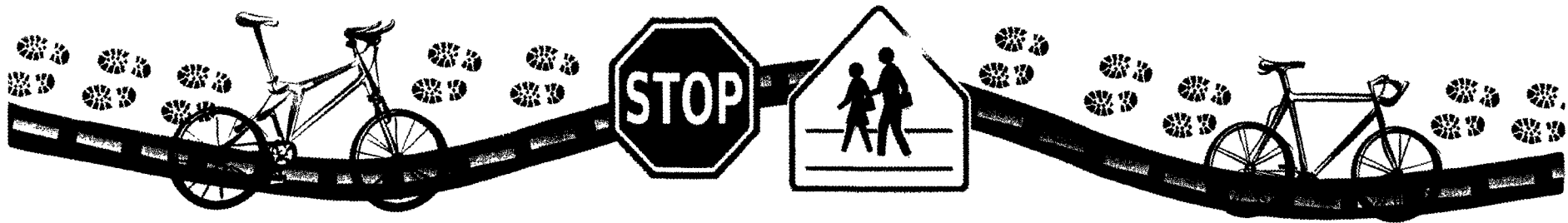


CITY OF LONG BEACH



**Elementary
And Middle
School Programs**





Did you walk or bike to school when you were a child? Thirty years ago, more than 66 percent of all children walked to school. Walking or biking to school gives children a sense of freedom and responsibility, allows them to enjoy the fresh air, and provides opportunities to get to know their neighborhood while arriving at school alert, refreshed, and ready to start their day. Yet most American children are denied this experience; in fact, only 13 percent of American children walk or bike to school.

The "Long Beach Safe Routes to School Program" will integrate health, fitness, traffic relief, environmental awareness, and safety under one program.

It is an opportunity to work together to create a healthy lifestyle for children and a safer cleaner environment for everyone.

The program will include student workshops, parent workshops, school traffic safety rodeos, 'Family Fun Day Rodeos' and many other fun and effective programs to make the "Long Beach Safe Routes to School Program" a success for elementary and middle schools.

Safe Moves, a nationally renowned non-profit organization, will be conducting the educational programs. All staff and equipment is provided and a trained administrative staff will work with your school in scheduling.



Safe Routes to School Programs include:

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

This program is sponsored by the City of Long Beach, a federal Safe Routes to School program, and the safety, health and fitness of our children.