

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **31810**

3 THIS AGREEMENT is made and entered, in duplicate, as of August 19,
4 2010, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on October 20, 2009, by and between
6 SAFE MOVES, a California corporation ("Consultant"), with a place of business at 15500
7 Erwin Street, Suite #1049, Van Nuys, California 91411, and the CITY OF LONG BEACH,
8 a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with educating elementary and middle school students and
11 parents about bicycle and pedestrian safety ("Project"); and

12 WHEREAS, City has selected Consultant in accordance with City's
13 administrative procedures and City has determined that Consultant and its employees
14 are qualified, licensed, if so required, and experienced in performing these specialized
15 services; and

16 WHEREAS, City desires to have Consultant perform these specialized
17 services, and Consultant is willing and able to do so on the terms and conditions in this
18 Agreement;

19 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
20 conditions in this Agreement, the parties agree as follows:

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly
23 described in Exhibit "A", attached to this Agreement and incorporated by this
24 reference, in accordance with the standards of the profession, and City shall pay
25 for these services in the manner described below, not to exceed Five Hundred
26 Thousand Dollars (\$500,000), at the rates or charges shown in Exhibit "B".

27 B. Consultant may select the time and place of performance for
28 these services; provided, however, that access to City documents, records and the

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

3 C. Consultant has requested to receive regular payments. City
4 shall pay Consultant in due course of payments following receipt from Consultant
5 and approval by City of invoices showing the services or task performed, the time
6 expended (if billing is hourly), and the name of the Project. Consultant shall certify
7 on the invoices that Consultant has performed the services in full conformance
8 with this Agreement and is entitled to receive payment. Each invoice shall be
9 accompanied by a progress report indicating the progress to date of services
10 performed and covered by the invoice, including a brief statement of any Project
11 problems and potential causes of delay in performance, and listing those services
12 that are projected for performance by Consultant during the next invoice cycle.
13 Where billing is done and payment is made on an hourly basis, the parties
14 acknowledge that this arrangement is either customary practice for Consultant's
15 profession, industry or business, or is necessary to satisfy audit and legal
16 requirements which may arise due to the fact that City is a municipality.

17 D. Consultant represents that Consultant has obtained all
18 necessary information on conditions and circumstances that may affect its
19 performance and has conducted site visits, if necessary.

20 E. CAUTION: Consultant shall not begin work until this
21 Agreement has been signed by both parties and until Consultant's evidence of
22 insurance has been delivered to and approved by City.

23 2. TERM. The term of this Agreement shall commence at midnight on
24 August 23, 2010, and shall terminate at 11:59 p.m. on August 22, 2012, unless sooner
25 terminated as provided in this Agreement, or unless the services or the Project is
26 completed sooner.

27 3. COORDINATION AND ORGANIZATION.

28 A. Consultant shall coordinate its performance with City's

1 representative, if any, named in Exhibit "C", attached to this Agreement and
2 incorporated by this reference. Consultant shall advise and inform City's
3 representative of the work in progress on the Project in sufficient detail so as to
4 assist City's representative in making presentations and in holding meetings on
5 the Project. City shall furnish to Consultant information or materials, if any,
6 described in Exhibit "D", attached to this Agreement and incorporated by this
7 reference, and shall perform any other tasks described in the Exhibit.

8 B. The parties acknowledge that a substantial inducement to City
9 for entering this Agreement was and is the reputation and skill of Consultant's key
10 employee, Pat Hines. City shall have the right to approve any person proposed by
11 Consultant to replace that key employee.

12 4. INDEPENDENT CONTRACTOR. In performing its services,
13 Consultant is and shall act as an independent contractor and not an employee,
14 representative or agent of City. Consultant shall have control of Consultant's work and
15 the manner in which it is performed. Consultant shall be free to contract for similar
16 services to be performed for others during this Agreement; provided, however, that
17 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
18 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
19 Consultant's compensation; (b) City will not secure workers' compensation or pay
20 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
21 and Consultant is not entitled to any of the usual and customary rights, benefits or
22 privileges of City employees. Consultant expressly warrants that neither Consultant nor
23 any of Consultant's employees or agents shall represent themselves to be employees or
24 agents of City.

25 5. INSURANCE.

26 A. As a condition precedent to the effectiveness of this
27 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
28 duration of this Agreement, from insurance companies that are admitted to write

1 insurance in California and have ratings of or equivalent to A:V by A.M. Best
2 Company or from authorized non-admitted insurance companies subject to
3 Section 1763 of the California Insurance Code and that have ratings of or
4 equivalent to A:VIII by A.M. Best Company, the following insurance:

5 (a) Commercial general liability insurance (equivalent in scope to
6 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
7 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
8 coverage shall include but not be limited to broad form contractual liability,
9 cross liability, independent contractors liability, and products and
10 completed operations liability. City, its boards and commissions, and their
11 officials, employees and agents shall be named as additional insureds by
12 endorsement (on City's endorsement form or on an endorsement
13 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
14 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
15 CG 20 37 07 04), and this insurance shall contain no special limitations on
16 the scope of protection given to City, its boards and commissions, and
17 their officials, employees and agents. This policy shall be endorsed to
18 state that the insurer waives its right of subrogation against City, its boards
19 and commissions, and their officials, employees and agents.

20 (b) Workers' Compensation insurance as required by the California
21 Labor Code and employer's liability insurance in an amount not less than
22 \$1,000,000. This policy shall be endorsed to state that the insurer waives
23 its right of subrogation against City, its boards and commissions, and their
24 officials, employees and agents.

25 (c) Professional liability or errors and omissions insurance in an
26 amount not less than \$1,000,000 per claim.

27 (d) Commercial automobile liability insurance (equivalent in scope
28 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an

1 amount not less than \$500,000 combined single limit per accident.

2 B. Any self-insurance program, self-insured retention, or
3 deductible must be separately approved in writing by City's Risk Manager or
4 designee and shall protect City, its officials, employees and agents in the same
5 manner and to the same extent as they would have been protected had the policy
6 or policies not contained retention or deductible provisions.

7 C. Each insurance policy shall be endorsed to state that
8 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
9 days prior written notice to City, shall be primary and not contributing to any other
10 insurance or self-insurance maintained by City, and shall be endorsed to state that
11 coverage maintained by City shall be excess to and shall not contribute to
12 insurance or self-insurance maintained by Consultant. Consultant shall notify City
13 in writing within five (5) days after any insurance has been voided by the insurer or
14 cancelled by the insured.

15 D. If this coverage is written on a "claims made" basis, it must
16 provide for an extended reporting period of not less than one hundred eighty (180)
17 days, commencing on the date this Agreement expires or is terminated, unless
18 Consultant guarantees that Consultant will provide to City evidence of
19 uninterrupted, continuing coverage for a period of not less than three (3) years,
20 commencing on the date this Agreement expires or is terminated.

21 E. Consultant shall require that all subconsultants or contractors
22 that Consultant uses in the performance of these services maintain insurance in
23 compliance with this Section unless otherwise agreed in writing by City's Risk
24 Manager or designee.

25 F. Prior to the start of performance, Consultant shall deliver to
26 City certificates of insurance and the endorsements for approval as to sufficiency
27 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
28 the insurance, furnish to City certificates of insurance and endorsements

1 evidencing renewal of the insurance. City reserves the right to require complete
2 certified copies of all policies of Consultant and Consultant's subconsultants and
3 contractors, at any time. Consultant shall make available to City's Risk Manager
4 or designee all books, records and other information relating to this insurance,
5 during normal business hours.

6 G. Any modification or waiver of these insurance requirements
7 shall only be made with the approval of City's Risk Manager or designee. Not
8 more frequently than once a year, City's Risk Manager or designee may require
9 that Consultant, Consultant's subconsultants and contractors change the amount,
10 scope or types of coverages required in this Section if, in his or her sole opinion,
11 the amount, scope or types of coverages are not adequate.

12 H. The procuring or existence of insurance shall not be
13 construed or deemed as a limitation on liability relating to Consultant's
14 performance or as full performance of or compliance with the indemnification
15 provisions of this Agreement.

16 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
17 contemplates the personal services of Consultant and Consultant's employees, and the
18 parties acknowledge that a substantial inducement to City for entering this Agreement
19 was and is the professional reputation and competence of Consultant and Consultant's
20 employees. Consultant shall not assign its rights or delegate its duties under this
21 Agreement, or any interest in this Agreement, or any portion of it, without the prior
22 approval of City, except that Consultant may with the prior approval of the City Manager
23 of City, assign any moneys due or to become due Consultant under this Agreement. Any
24 attempted assignment or delegation shall be void, and any assignee or delegate shall
25 acquire no right or interest by reason of an attempted assignment or delegation.
26 Furthermore, Consultant shall not subcontract any portion of its performance without the
27 prior approval of the City Manager or designee, or substitute an approved subconsultant
28 or contractor without approval prior to the substitution. Nothing stated in this Section

1 shall prevent Consultant from employing as many employees as Consultant deems
2 necessary for performance of this Agreement.

3 7. CONFLICT OF INTEREST. Consultant, by executing this
4 Agreement, certifies that, at the time Consultant executes this Agreement and for its
5 duration, Consultant does not and will not perform services for any other client which
6 would create a conflict, whether monetary or otherwise, as between the interests of City
7 and the interests of that other client. And, Consultant shall obtain similar certifications
8 from Consultant's employees, subconsultants and contractors.

9 8. MATERIALS. Consultant shall furnish all labor and supervision,
10 supplies, materials, tools, machinery, equipment, appliances, transportation and services
11 necessary to or used in the performance of Consultant's obligations under this
12 Agreement, except as stated in Exhibit "D".

13 9. OWNERSHIP OF DATA. All materials, information and data
14 prepared, developed or assembled by Consultant or furnished to Consultant in
15 connection with this Agreement, including but not limited to documents, estimates,
16 calculations, studies, maps, graphs, charts, computer disks, computer source
17 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
18 information, material and memorandum ("Data") shall be the exclusive property of City.
19 Data shall be given to City, and City shall have the unrestricted right to use and disclose
20 the Data in any manner and for any purpose without payment of further compensation to
21 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
22 Data shall not be made available to any person or entity for use without the prior approval
23 of City. This warranty shall survive termination of this Agreement for five (5) years.

24 10. TERMINATION. Either party shall have the right to terminate this
25 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
26 prior notice to the other party. In the event of termination under this Section, City shall
27 pay Consultant for services satisfactorily performed and costs incurred up to the effective
28 date of termination for which Consultant has not been previously paid. The procedures

1 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
2 termination, Consultant shall deliver to City all Data developed or accumulated in the
3 performance of this Agreement, whether in draft or final form, or in process. And,
4 Consultant acknowledges and agrees that City's obligation to make final payment is
5 conditioned on Consultant's delivery of the Data to City.

6 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
7 shall not disclose the Data or use the Data directly or indirectly, other than in the course
8 of performing its services, during the term of this Agreement and for five (5) years
9 following expiration or termination of this Agreement. In addition, Consultant shall keep
10 confidential all information, whether written, oral or visual, obtained by any means
11 whatsoever in the course of performing its services for the same period of time.
12 Consultant shall not disclose any or all of the Data to any third party, or use it for
13 Consultant's own benefit or the benefit of others except for the purpose of this
14 Agreement.

15 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
16 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
17 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
18 without breach of this Agreement by Consultant; or (c) a third party who has a right to
19 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
20 disclosed pursuant to subpoena or court order.

21 13. ADDITIONAL COSTS AND REDESIGN.

22 A. Any costs incurred by City due to Consultant's failure to meet
23 the standards required by the scope of work or Consultant's failure to perform fully
24 the tasks described in the scope of work which, in either case, causes City to
25 request that Consultant perform again all or part of the Scope of Work shall be at
26 the sole cost of Consultant and City shall not pay any additional compensation to
27 Consultant for its re-performance.

28 B. If the Project involves construction and the scope of work

1 requires Consultant to prepare plans and specifications with an estimate of the
2 cost of construction, then Consultant may be required to modify the plans and
3 specifications, any construction documents relating to the plans and specifications,
4 and Consultant's estimate, at no cost to City, when the lowest bid for construction
5 received by City exceeds by more than ten percent (10%) Consultant's estimate.
6 This modification shall be submitted in a timely fashion to allow City to receive new
7 bids within four (4) months after the date on which the original plans and
8 specifications were submitted by Consultant.

9 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
10 amended, nor any provision or breach waived, except in writing signed by the parties
11 which expressly refers to this Agreement.

12 15. LAW. This Agreement shall be governed by and construed pursuant
13 to the laws of the State of California (except those provisions of California law pertaining
14 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
15 regulations of and obtain all permits, licenses and certificates required by all federal, state
16 and local governmental authorities.

17 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
18 constitutes the entire understanding between the parties and supersedes all other
19 agreements, oral or written, with respect to the subject matter in this Agreement.

20 17. INDEMNITY.

21 A. Consultant shall indemnify, protect and hold harmless City, its
22 Boards, Commissions, and their officials, employees and agents ("Indemnified
23 Parties"), from and against any and all liability, claims, demands, damage, loss,
24 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
25 costs and expenses, including attorneys' fees, court costs, expert and witness
26 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
27 whole or in part, out of or in connection with (1) Consultant's breach or failure to
28 comply with any of its obligations contained in this Agreement, or (2) negligent or

1 willful acts, errors, omissions or misrepresentations committed by Consultant, its
2 officers, employees, agents, subcontractors, or anyone under Consultant's control,
3 in the performance of work or services under this Agreement (collectively "Claims"
4 or individually "Claim").

5 B. In addition to Consultant's duty to indemnify, Consultant shall
6 have a separate and wholly independent duty to defend Indemnified Parties at
7 Consultant's expense by legal counsel approved by City, from and against all
8 Claims, and shall continue this defense until the Claims are resolved, whether by
9 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
10 breach, or the like on the part of Consultant shall be required for the duty to defend
11 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
12 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
13 in the defense.

14 C. If a court of competent jurisdiction determines that a Claim
15 was caused by the sole negligence or willful misconduct of Indemnified Parties,
16 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
17 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
18 percentage of willful misconduct attributed by the court to the Indemnified Parties.

19 D. The provisions of this Section shall survive the expiration or
20 termination of this Agreement.

21 18. AMBIGUITY. In the event of any conflict or ambiguity between this
22 Agreement and any Exhibit, the provisions of this Agreement shall govern.

23 19. COSTS. If there is any legal proceeding between the parties to
24 enforce or interpret this Agreement or to protect or establish any rights or remedies under
25 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

26 20. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject
28 to applicable rules and regulations, Consultant shall not discriminate against any

1 employee or applicant for employment because of race, religion, national origin,
2 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
3 disability. Consultant shall ensure that applicants are employed, and that
4 employees are treated during their employment, without regard to these bases.
5 These actions shall include, but not be limited to, the following: employment,
6 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
7 termination; rates of pay or other forms of compensation; and selection for training,
8 including apprenticeship.

9 B. It is the policy of City to encourage the participation of
10 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
11 procurement process, and Consultant agrees to use its best efforts to carry out
12 this policy in its use of subconsultants and contractors to the fullest extent
13 consistent with the efficient performance of this Agreement. Consultant may rely
14 on written representations by subconsultants and contractors regarding their
15 status. Consultant shall report to City in May and in December or, in the case of
16 short-term agreements, prior to invoicing for final payment, the names of all
17 subconsultants and contractors hired by Consultant for this Project and information
18 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
19 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
20 637).

21 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
22 accordance with the provisions of the Ordinance, this Agreement is subject to the
23 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
24 Long Beach Municipal Code, as amended from time to time.

25 A. During the performance of this Agreement, the Consultant
26 certifies and represents that the Consultant will comply with the EBO. The
27 Consultant agrees to post the following statement in conspicuous places at its
28 place of business available to employees and applicants for employment:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

“During the performance of a contract with the City of Long Beach, the Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach’s Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200.”

B. The failure of the Consultant to comply with the EBO will be deemed to be a material breach of the Agreement by the City.

C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

E. If the City determines that the Consultant has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

22. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Consultant at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Engineer at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

1 23. COPYRIGHTS AND PATENT RIGHTS.

2 A. Consultant shall place the following copyright protection on all
3 Data: © City of Long Beach, California _____, inserting the appropriate year.

4 B. City reserves the exclusive right to seek and obtain a patent
5 or copyright registration on any Data or other result arising from Consultant's
6 performance of this Agreement. By executing this Agreement, Consultant assigns
7 any ownership interest Consultant may have in the Data to City.

8 C. Consultant warrants that the Data does not violate or infringe
9 any patent, copyright, trade secret or other proprietary right of any other party.
10 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
11 and employees harmless from any and all claims, demands, damages, loss,
12 liability, causes of action, costs or expenses (including reasonable attorney's fees)
13 whether or not reduced to judgment, arising from any breach or alleged breach of
14 this warranty.

15 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
16 that Consultant has not employed or retained any entity or person to solicit or obtain this
17 Agreement and that Consultant has not paid or agreed to pay any entity or person any
18 fee, commission or other monies based on or from the award of this Agreement. If
19 Consultant breaches this warranty, City shall have the right to terminate this Agreement
20 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
21 from payments due under this Agreement or otherwise recover the full amount of the fee,
22 commission or other monies.

23 25. WAIVER. The acceptance of any services or the payment of any
24 money by City shall not operate as a waiver of any provision of this Agreement or of any
25 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
26 Agreement shall not constitute a waiver of any other or subsequent breach of this
27 Agreement.

28 26. CONTINUATION. Termination or expiration of this Agreement shall

1 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
2 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

3 27. TAX REPORTING. As required by federal and state law, City is
4 obligated to and will report the payment of compensation to Consultant on Form 1099-
5 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
6 resulting from payments under this Agreement. Consultant's Employer Identification
7 Number is [REDACTED] If Consultant has a Social Security Number rather than an
8 Employer Identification Number, then Consultant shall submit that Social Security
9 Number in writing to City's Accounts Payable, Department of Financial Management.
10 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
11 Consultant provides one of these numbers.

12 28. ADVERTISING. Consultant shall not use the name of City, its
13 officials or employees in any advertising or solicitation for business or as a reference,
14 without the prior approval of the City Manager or designee.

15 29. AUDIT. City shall have the right at all reasonable times during the
16 term of this Agreement and for a period of five (5) years after termination or expiration of
17 this Agreement to examine, audit, inspect, review, extract information from and copy all
18 books, records, accounts and other documents of Consultant relating to this Agreement.

19 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
20 designed to or entered for the purpose of creating any benefit or right for any person or
21 entity of any kind that is not a party to this Agreement.

22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

8/30, 2010

SAFE MOVES, a California corporation
By Pat Hinoj
Pat Hinoj President

8-30, 2010

Type or Print Name
By Margot Rose
Margot Rose Secretary
MARGOT ROSE
Type or Print Name

9.9., 2010

"Consultant"
CITY OF LONG BEACH, a municipal corporation
By Jr
EXERCISED PURSUANT TO SECTION 301 OF THE CITY CHARTER
Assistant City Manager
City Manager

"City"
This Agreement is approved as to form on September 2, 2010.

ROBERT E. SHANNON, City Attorney
By Arza Gomb
Deputy

EXHIBIT “A”

Scope of Work

**EXHIBIT A – Draft
SCOPE OF SERVICES
City of Long Beach
Safe Routes to School Pilot Program**

1.0 PROGRAM TEAM COORDINATION

The following information will identify the personnel that will be assigned to the program; description of work to be performed; their experience and percentage of time to be spent on the program. All staff is willing to provide verification of tuberculosis screenings and will undergo criminal background checks as necessary and as required by each participating school district.

Project Manager:

Pat Hines is the Founder and Executive Director of Safe Moves, a California non-profit organization. She will serve as the Project Manager and will spend 30% of her time on the *Long Beach Safe Routes to School Pilot Program*. As the Project Supervisor on *Long Beach Safe Routes to School Pilot Program*, Ms. Hines' responsibilities will include:

- Attending/conducting meetings with the City, community groups, school officials, health care agencies, PTA's, PTO's, Long Beach PD, bicycle and walking advocacy groups and nutrition/health advocates;
- Presenting to City, community groups, school officials, health care agencies, PTA's and PTO's;
- Reviewing all monthly reports;
- Monitoring performance of staff;
- Serving as a liaison with City Project Staff;
- Developing Student Workshops and Parent Workshops tailored to the individual needs of each school;
- Developing Student Bicycle & Pedestrian Rodeos, Family Bicycle & Pedestrian Rodeos customized to the location, demographics and unique needs of each school;
- Developing and sustaining "Walk & Ride to School Day" events, regardless of volunteer support garnered at each school; and
- Producing printed and electronic materials including:
 - o instructional aids
 - o materials
 - o handouts presentation materials
 - o program posters
 - o program brochures
 - o meeting presentation audiovisuals/handout materials
 - o press kits
 - o kick-off media event materials (banners, handouts, press kits)
 - o program incentives
 - o contest materials

Project Coordinator:

Bill Howard has served as a Project Coordinator for Safe Moves programs since 1995. He has extensive experience in education, program management and public speaking. He will serve as the Project Coordinator on the *Long Beach Safe Routes to School Pilot Program* and spend 100% of his time on the Project. As the Project Coordinator, Mr. Howard's responsibilities will include:

- Attending/coordinating meetings with the City, community groups, school officials, health care agencies, PTA's, PTO's, Long Beach PD, bicycle and walking advocacy groups and nutrition/health advocates;
- Supervising the Program's schedule to ensure completion of the goals and objectives;
- Maintaining budget management;
- Conducting presentations and meetings,
- Preparing of monthly and final reports including invoices;
- Maintaining records including all collision data, certification & evaluation forms, correspondence, photos, pre and post student and parent surveys, program schedules and all other Federal documentation as required by Caltrans or FHWA;
- Prepare, maintain and distribute all appropriate information and communications to all parties concerned;
- Meet with school officials, parents and volunteers for the Walk Pool and Bike Train programs; and
- Solicit and maintain sponsor involvement for bicycles and helmets for youth.

Program Assistant:

Judy Parr has served as program assistant for Safe Moves for ten (10) years. Ms. Parr will serve as program assistant on the *Long Beach Safe Routes to School Pilot Program* and spend 60% of her time on the project. As the program assistant, Ms. Parr's responsibilities for the program will include assisting with the following:

- Maintaining Program records including all collision data, certification & evaluation forms, correspondence, program schedules and pre & post surveys;
- Contacting schools and scheduling events including workshops, traffic safety rodeos and parent workshops;
- Contacting community agencies, neighborhood associations, health care agencies to schedule meetings/presentations;
- Coordinating schedules for each school with school officials, PTAs and PTOs;
- Sending out program confirmation letters;
- Making confirmation phone calls prior to each scheduled program;
- Making follow up phone calls to schools for program feedback;
- Maintain call sheets and schedule documentation for monthly and final reports;
- Preparing schedules for instructors;
- Collecting and archiving all materials in PDF format for easy reproduction and distribution.

Instructors:

Damian Tong has served as a traffic safety instructor for Safe Moves for five (5) years. He will serve as an Instructor on the *Long Beach Safe Routes to School Pilot Program*. He will spend 75% of his time conducting the Program. As an instructor, Mr. Tong's responsibilities will include:

- Conducting Student Safety Workshops, Student Bicycle and Pedestrian Rodeos, Family Bicycle and Pedestrian Rodeos, "Walk & Ride to School Day" events, Parent Workshops;
- Coordinating and training parent volunteers to lead Walk Pools (Walkin' Wednesdays) and Bike Trains (Bikin' Fridays) as well as volunteers;
- Distributing materials to teachers, parents and students;
- Distributing the program certification/evaluation forms to the school official for verification of programs conducted;
- Meeting with school officials and parents to generate on-going support of the Program and the safety issues in and around school sites;
- Confirming scheduled programs with school officials; and
- Taking photos with school permission and valid student photo releases

David Picard has served as a traffic safety instructor for Safe Moves for four (4) years. He will serve as an Instructor on the *Long Beach Safe Routes to School Pilot Program* and will spend 50% of his time conducting the Program. As an instructor, Mr. Picard's responsibilities will include:

- Conducting Student Safety Workshops, Student Bicycle and Pedestrian Rodeos, Family Bicycle and Pedestrian Rodeos, "Walk & Ride to School Day" events, award ceremonies for students practicing safe and effective walking and bicycling habits to and from school;
- Maintaining rodeo equipment;
- Administering, collecting and evaluating Students Surveys;
- Distributing materials to teachers;
- Distributing the program certification/evaluation forms to the school officials for verification of programs conducted;
- Taking program photos with school permission and parental release forms; and
- Attending presentations that will include program audiovisuals and equipment set up.

Jimmy Banuelos has served as a traffic safety instructor for Safe Moves for four (4) years. He will serve as an Instructor on the *Long Beach Safe Routes to School Pilot Program* and will spend 50 % of his time conducting the Program. As an instructor, Mr. Banuelos responsibilities will include:

- Conducting Student Safety Workshops, Student Bicycle and Pedestrian Rodeos, Family Bicycle and Pedestrian Rodeos, "Walk & Ride to School Day" events, award ceremonies for students practicing safe and effective walking and bicycling habits to and from school;
- Maintaining rodeo equipment;
- Administering, collecting and evaluating Students Surveys;
- Distributing materials to teachers;
- Distributing the program certification/evaluation forms to the school officials for verification of programs conducted;

- Taking program photos with school permission and parental release forms; and
- Attending presentations that will include program audiovisuals and equipment set up.

Jose Pelayo has served as a traffic safety instructor for Safe Moves for two (2) years. He will serve as an Instructor on the *Long Beach Safe Routes to School Pilot Program* and will spend 50% of his time conducting the Program. As an instructor, Mr. Pelayo's responsibilities will include:

- Conducting Student Safety Workshops, Student Bicycle and Pedestrian Rodeos, Family Bicycle and Pedestrian Rodeos, "Walk & Ride to School Day" events, award ceremonies for students practicing safe and effective walking and bicycling habits to and from school;
- Maintaining rodeo equipment;
- Administering, collecting and evaluating Students Surveys;
- Distributing materials to teachers;
- Distributing the program certification/evaluation forms to the school officials for verification of programs conducted;
- Distributing incentives to students who participate in the school workshops and rodeos;
- Taking program photos with school permission and parental release forms; and
- Attending presentations that will include program audiovisuals and equipment set up.

2.0 PROGRAM DEVELOPMENT

Safe Moves will use a multifaceted approach to accomplish the goals and objectives of the City of Long Beach Safe Routes to School Pilot Program. Program implementation will utilize proven strategies based on experiential educational principals and social marketing campaigns to conduct a successful SRTS pilot program.

2.1 Educational & Encouragement Strategies

Safe Moves uses educational strategies based on 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 programs are designed from over 26 years of experience and with the input of childhood development experts implement a comprehensive bicycle and pedestrian education program that is effective. Safe Moves programs include a series of hands-on lesson plans uniquely designed for each age group and grade level designed to teach the way children learn.

The lessons are designed to teach kindergarten through 2nd grade students' basic pedestrian concepts, such as stopping at the edge of a path or curb and looking both ways before crossing the street. The bicycle component of the safety program is geared toward 3rd through 8th grade students, who will learn safety fundamentals such as fitting

a bicycle helmet, rules of the road, and laws pertaining to bicyclists and pedestrians and bicycle handling.

Safe Moves philosophy of teaching bicycle and walking as a safe, healthy and effective method of transportation is “learn by doing”. Safe Moves believe students learn best -- *and develop key problem solving and critical thinking skills* -- by actively experiencing learning. Unlike rote memorization of traffic laws and rules, a hands-on approach teaches children to identify problems determine the correct behavior and, ultimately, to arrive at important conclusions about the safe choices about nutrition and pedestrian and bicyclist behavior.

General lesson plans for Student Bicycle Rodeos, Student Safety Workshops, Parent Safety Workshops and Family Bicycle Rodeos include:

- Pedestrian safety;
- Bicycle safety;
- California Vehicle Code laws and regulations;
- City of Long Beach Ordinances;
- 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 (pick-up and drop-off procedures);
- Explanation of the suggested safe routes to schools;
- Importance of bicycling and walking for physical fitness;
- Effects of walking and bicycling for a cleaner environment;
- importance of healthy choices for better nutrition, health and fitness; and
- Identification of hot spots (crime, bullies, hazards, corners, crosswalk, truck traffic, construction).

2.2 Social Marketing Strategies

Safe Moves will use social marketing to influence behavior and improve the health, safety and welfare of children and their families as it relates to the goals and objectives of the Safe Routes to School Pilot Program.

Social marketing programs implemented by Safe Moves will be continuous promotions which integrate various programs aimed at awareness at school-aged children, parents, teachers, school officials, community leaders, drivers and the general public.

Safe Moves strategy for accomplishing the goals of Long Beach’s Safe Routes to School Pilot Program is as follows:

- 2.2.1 Increase the Number of Children Walking and Bicycling to and from School
 - a. Promote the suggested Safe Routes to School maps to students and parents;
 - b. Increase awareness of drivers during school arrival and departure times;
 - c. Motivate parents to support their children’s effort to walk and ride to school;
 - d. Motivate students to choose to walk and ride to school;
 - e. Improve traffic safety skills and knowledge;
 - f. Organize walk pools and bike trains at school sites;

- g. Provide on-going encouragement programs for students and parents to continuing walking and bicycling;
- h. Motivate school officials and teachers to continue to promote walking and bicycling;
- i. Establish a strong social marketing campaign to reinforce the message of safe walking and bicycling as a safe and healthy choice;
- j. Implement fun and interactive traffic safety programs that are geared to each grade level and accommodate the diverse populations at each school site;
- k. Promote cycling and walking as an adventure in commuting to and from school; and
- l. Create appropriate peer pressure to motivate students to join in and walk or bike to school.

2.2.2 Create Safer, Calmer Streets and Neighborhoods

- a. Work with the surrounding neighborhoods to avoid or decrease, if possible, driving near the school during arrival and departure times at school;
- b. Work with the City's Public Works and Police Department, Long Beach Unified School Police Department on traffic issues in and around schools and neighborhoods and to determine any "hot spots" to be avoided (e.g. gangs, vendors and any construction areas near schools);
- c. Train parents and volunteers for walk pools (Walkin' Wednesdays) and bike trains (Bikin' Fridays); and
- d. Work with school officials and parents on a safe and sane drop-off and pick-up policies and logistics, as well promoting the plans at each school site.

2.2.3 Assist Schools and Community Leaders to Identify and Address Unsafe Conditions

- a. Conduct meetings with community leaders and community-based organizations;
- b. Conduct meetings with school principals and school officials;
- c. Coordinate lunch time meetings with teachers;
- d. Attend neighborhood association meetings; and
- e. Attend meetings with the Long Beach Cyclists and other relevant Long Beach cycling groups to solicit feedback on bicycling in the area as well as commitments to be volunteers at rodeos.

2.2.4 Fight Childhood Obesity

- a. Present information to parents in an unthreatening and non-blaming manner;
- b. Demonstrate how exercise and improvements in diet can help their children be healthier;
- c. Promote "healthy choices" with a food game called Food Bingo;
- d. Providing healthy snacks for students who participate in "Walkin' Wednesdays" and Bikin' Fridays"; and
- e. Solicit cross-promotion with local businesses by offering discounts to students who walk and bike to school.

2.2.5 Reduce Traffic Congestion around Schools

- a. Provide incentives for parents to not drive;
- b. Provide incentives for students to walk and ride to school; and
- c. Work with schools to establish, if possible, alternative arrival and departure sites at the school in order to eliminate all students arriving and departing on the front of the school.

2.2.6 Improve Air Quality

- a. Demonstrate the importance of alternative modes of transportation on air pollution;
- b. Promote walking and bicycling on the weekends so as to establish a family approach to decreasing the use of motor vehicles; and
- c. Promote better family trip/errand planning in order to maximize the number of trips taken in the car to run errands.

3.0 WORKPLAN DELIVERABLES

3.1 Coordination During Program Development & Implementation

3.1.1 Program Team Meetings

Safe Moves will attend a minimum of one (1) *Program Team Meeting* per month with City Staff and the Safe Routes to School Committee with the understanding that additional meetings per month may be held if necessary. Safe Moves agrees to attend any and all necessary meetings requested by City Staff.

Safe Moves will prepare an agenda for City Staff's approval for the meeting in order to cover all program elements including the distribution and collection of Pre and Post Parent and Student Surveys (Parent and Student Tally), updated schedule and establish upcoming necessary deadlines. Safe Moves will submit the following materials for City Staff review and approval:

- Monthly Program Status Reports (detailed below);
- Student Travel Log booklet (Frequent Miles Passport);
- School Posters;
- SRTS Pre and Post Student and Parent Surveys;
- SRTS Program Certification Forms for School Bicycle Safety Rodeos, Student Safety
- Workshops, Parent Safety Workshops, Crossing Guard Training, Walk & Ride to School
- Day events, safety fairs and community events;
- SRTS Program Brochures;
- Program DVD to promote the SRTS Pilot Program;
- Promotional and training DVD on Walk Pools and Bike Trains;
- Food Bingo game cards to promote healthy choices and good nutrition;
- Project Press/Media Release or advertisements.

Safe Moves will prepare meeting minutes for City Staff for review. At the request of City Staff Safe Moves will disseminate the meeting minutes to the appropriate parties. Upon approval of City Staff an "*action email*" will be sent to address any issues discussed in the meeting that need to be taken care of.

3.1.2 Monthly Program Status Reports

Safe Moves will submit to City Staff a *Monthly Project Status Report* which will include the following:

a.) Overview

Program Overview will list the date, start and end time, number of attendees, number of programs, grade of students of all Student Bicycle Safety Rodeos, Family Bicycle Safety Rodeos, Student Safety Workshops, Parent Safety Workshops, Walk & Bike to School Days, safety fairs and community events. This document will also serve as a quota sheet of school programs conducted through the Program period so as to ensure that all schools are being served equitably.

b.) Narrative

Program Narrative will outline any milestones, challenges and/problems that occurred during the month. In addition the Project Narrative will provide details on the status of each task as it relates to work conducted to budget expenditures made-to-date and will provide an updated look at the upcoming schedule. A cancellation report will be included with a notation of reset dates along with the reason for the cancellation. Also all meeting outcomes with City Staff and any other organization will be included.

c.) Certification Forms

The Program Certification Forms are documents that the school officials, PTA officials, community officials signed to verify that programs and/or events were conducted. These forms serve as documentation for programs listed on the Program Overview.

d.) Collateral Materials

Program Collateral Materials will include correspondences received from schools and community organizations, photographs, news coverage, drawings from students and any other program collateral material. In addition, copies of any correspondences sent regarding the Program will be included.

e.) Invoice

The invoices will outline all costs incurred for the months programming including costs for printed material and travel.

3.1.3 Weekly Program Event Schedule Updates

Safe Moves will submit to City Staff via email a *Weekly Program Event Schedule Update*. Scheduling of programs and presentation meetings is an on-going process and is conducted on a daily basis. Programs and meetings are often scheduled far in advance or scheduled the next day or week. In some cases when working with schools, educational programs may be scheduled the next day depending on schedules of schools. Being flexible and having the ability to accommodate schools is crucial in building a strong reliable relationship with schools staff and/or community organizations.

3.1.4 Program Master Schedule

The schedule will reflect school holidays, minimum days, spring break, school testing, schedule "Walkin' Wednesdays" and "Bikin' Fridays", the Annual Walk and Ride to School Month/Day in October. The Program Calendar & Schedule will be included in the Monthly Project Status Report.

Safe Moves will develop and maintain a detailed Program Schedule with a monthly calendar for each school. Each school will receive a copy for distributing to school staff and for posting on their website.

3.1.5 Surveillance of Individual Schools

Safe Moves will conduct on-site surveillance to determine the following at each school site:

- Signage;
- Drop-off and pick-up designated lanes;
- Curb/pavement markings;
- Staff parking lot location;
- Off-site queuing lane;
- Presence of bike racks;
- Entrances and exits at schools; and
- Open or closed campuses.

Safe Moves will review the data and make suggested improvements to City Staff.

Deliverables:

- Program Team Meetings
- Monthly Program Status Reports
- Weekly Program Event Schedule Updates
- Program Master Schedule
- Surveillance of Individual Schools

3.2 Curriculum & Events

3.2.1 Student Bicycle & Pedestrian Safety Rodeos (Grades K – 8)

Safe Moves will provide a minimum of 55 *Student Bicycle & Pedestrian Safety Rodeos*. The Student Bicycle & Pedestrian Safety Rodeo is an interactive hands-on program allowing students to experience traffic situations as pedestrians and bicyclists in a safe learning environment called “*Safe Moves City*”.

By using a realistic environment, the ability of students to recognize and avoid traffic hazards and walk and ride safer is improved. The lesson plans and traffic situations become more challenging for the upper grades so as to accommodate their “real life traffic challenges”.

The “*Safe Moves City*” will be tailored to mimic each school with the following features:

- Sidewalks;
- Intersections;
- Crosswalks;
- Traffic signs and signals;
- Automobiles (cars, trucks and buses);
- Residential areas (various set ups to reflect the diverse communities in Long Beach);
- Business district with stores and parking lots with entrances & exits;
- Alleyways;
- Bike lanes;
- Railroad tracks with train, signal, gate and signs; and
- School

"Safe Moves City" is module and can be set up to resemble each school and surrounding traffic environment so students can practice safe pedestrian and bicyclist skills in a familiar setting. "Safe Moves City" will also reflect each school policies and procedures for drop-off and pick up. When applicable, "Safe Moves City" will show the position of the Crossing Guards. Crossing guards, if possible, will attend the School Bicycle & Pedestrian Safety Rodeos in order explain their function and responsibilities to student in order to facilitate a better relationship between students and the Crossing Guards.

"Safe Moves City" is set up on a flat paved area on the playground. The area can be a minimum of 40 ft x 60 ft with a maximum size of 100 ft x 150 ft. A site visit is conducted at the school to best determine exact area on the playground to use. The equipment is made out of heavy duty PVC and will not harm the playground surface. In addition to "Safe Moves City", an event canopy will be set up with a banner displayed featuring the Program name and other appropriate logos. Artwork for the banner will be submitted to City Staff for approval.

Structure - In order to best facilitate age appropriate lessons and accommodate the cognitive learning abilities of each grade level, the Student Bicycle & Pedestrian Safety Rodeo is scheduled for each class and at a grade at time. Teachers will be encouraged to participate as either a pedestrian or bicyclist with their class. The following will outline a typical Rodeo Schedule for a school. This schedule allows each class to participate at a pre-assigned time.

Day 1:

<u>Grade Level</u>	<u># of Students</u>	<u>Time</u>
Kindergarten	20	35 min.
Kindergarten	20	35 min.
Kindergarten	20	35 min.
Kindergarten	20	35 min.
Kindergarten	20	35 min.
Grade 1	25	40 min.

Day 2:

<u>Grade Level</u>	<u># of Students</u>	<u>Time</u>
Grade 1	25-35	40 min
Grade 1	25-35	40 min.
Grade 1	25-35	40 min.
Grade 2	25-35	45 min.
Grade 2	25-35	45 min.
Grade 2	25-35	45 min.

Day 3:

<u>Grade Level</u>	<u># of Students</u>	<u>Time</u>
Grade 3	25-35	45 min.
Grade 3	25-35	45 min.
Grade 3	25-35	45 min.

Grade 4	35-40	50 min.
Grade 4	35-40	50 min.
Grade 5	35-40	50 min.

Day 4:

<u>Grade Level</u>	<u># of Students</u>	<u>Time</u>
Grade 5	25-35	50 min.
Grade 5	25-35	50 min.
Grade 6	25-35	50 min.
Grade 6	25-35	50 min.
Grade 6	25-35	50 min.

Day 5:

<u>Grade Level</u>	<u># of Students</u>	<u>Time</u>
Grade 7	25-35	50 min.
Grade 7	25-35	50 min.
Grade 7	25-35	50 min.
Grade 8	25-35	50 min.
Grade 8	25-35	50 min.
Grade 8	25-35	50 min.

The class sizes will differ from school to school. The actual schedules will accommodate bell and lunch schedules due to the large student enrollments at each school and multiple rodeos will be conducted over several days.

Students in grades 4 – 8 will be required to have a signed permission form from a parent or legal guardian to ride through “*Safe Moves City*” on bicycles. There are no permission forms required for students K- 8 who participate as pedestrians. A draft of the permission form will be provided to City Staff and the appropriate school district for review and approval. The permission forms will be distributed one (1) week prior to the rodeo and collected the day of the rodeo. This will be the standard policy unless otherwise directed by City Staff.

Equipment – Although the Student Bicycle Safety Rodeo flyer will strongly recommend that students (grades 4 – 8) bring their own bicycles and helmets, Safe Moves will have bicycles and helmets for those students who have signed permission forms but did not or could not bring their bicycles and helmets to schools. Precautions are taken to prevent any lice concerns. In addition, Safe Moves provides all equipment, staff and materials need to conduct the Student Bicycle Safety Rodeo including “*Safe Moves City*”, booth, table, chairs, safety barricades for the perimeter of “*Safe Moves City*” and printed material for students and teachers.

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

To promote the importance of helmet use Safe Moves will conduct a visual demonstration including egg drops. Each class will have an opportunity to participate in this demonstration. In addition to "Safe Moves City" Safe Moves will have treadmills 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 that one mile. This interactive exercise enables the students to realize: "Wow! I can walk a mile in ten minutes."

To promote the nutrition and bicycling, Safe Moves will have a blender bike available for students to cycle to make a smoothie. Although logistics prevent each student from having a smoothie, it will demonstrate the power of cycling and promote a healthy snack alternative.

Lesson Plan – All lesson plans are designed to be age-appropriate and administered by trained safety instructors.

Lessons include:

- Safe places to ride and walk (street, sidewalk, bike lane – depending on age)
- Unsafe places to ride and walk
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle and pedestrian collisions
- 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 regulations
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver, pedestrian and bicyclist behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Explanation of the suggested safe routes to schools
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling for a cleaner environment
- Explain how "Walkin' Wednesdays" and "Bikin' Fridays" work
- Healthy choices for better nutrition
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

Printed Material – Each student and teacher will receive printed material and prizes for their participation.

Evaluation – Each teacher is given a survey requesting his/her feedback on the program. These evaluation surveys are collected at the conclusion of the rodeo.

The school principal is given a Certification/Evaluation Form to sign that certifies the program was conducted and verify date, location, number of students, start and end times. This evaluation is collected at the conclusion of the school day.

3.2.2 Family/Community Bicycle & Pedestrian Safety Rodeos

The Parent involvement in a child's education is crucial regardless if it is reading, traffic safety or nutrition. When parents get involved in their children's traffic safety education and nutrition, children are more likely to respond favorably. In addition, research shows that the best role models children can have is a parent and this is especially true when it comes to traffic safety. Unfortunately many adults were never trained to ride a bicycle properly or practice safe walking habits, consequently their skills are poor and their knowledge about laws is incorrect or out-dated - thus making education for parents an important component of keeping families safe and healthy.

The Family Fun Rodeo is similar to the School Bicycle Rodeo Safety in that it is an interactive hands-on program allowing children and their parents to experience traffic situations as pedestrians and bicyclists in a safe learning environment called "Safe Moves City". The "Family/Community Bicycle Safety Rodeos" will serve as "family outreach events" for the "Safe Routes to School" program and will be conducted on weekends in order for parents to attend with their children.

By using a realistic environment, the ability of parents and their children to recognize and avoid traffic hazards and walk and ride safer is improved.

The "Safe Moves City" will be tailored to mimic each school with the following features:

- Sidewalks;
- Intersections;
- Crosswalks;
- Traffic signs and signals;
- Automobiles (cars, trucks and buses);
- Residential areas (various set ups to reflect the diverse communities in Long Beach);
- Business district with stores and parking lots with entrances & exits;
- Alleyways;
- Bike lanes;
- Railroad tracks with train, signal, gate and signs; and
- School

To create a festival atmosphere Safe Moves will solicit school PTAs, community organizations, neighboring high schools and local businesses to participate in the event. Business would be asked to donate product and refreshments. Local bike shops would be asked to conduct bike checks. Helmets would be on sale for a minimal amount of money with all proceeds going to purchase additional helmets. Local law enforcement agencies including school police would be asked to attend to meet and greet parents and children. Local hospitals, American Red Cross and other health, nutrition and safety organizations would be asked to set up booths and distribute literature and/or promotional items. Safe Moves will work with Long Beach Police Youth Activities League, Long Beach Youth Advisory Council, high school and college students to serve as volunteers.

All participants who attend the Family Fun Rodeo are entered into a drawing to win a bicycle and helmet. Goodie bags would be provided that includes promotional giveaways donated by community businesses.

Structure: The Family Bicycle Safety Rodeos are held from 10:00 am to 4:00pm in order that families can come anytime. City Staff can make the determination if the Family Bicycle Safety Rodeo will be open to the general public.

Equipment: Although the Family Bicycle Safety Rodeo flyer will strongly recommend that parents and their children bring their own bicycles and helmets, Safe Moves will have bicycles and helmets for those who don't have a bike or helmets or could not bring their bicycles and helmets to the event. Unlike the School Bicycle Safety Rodeo, children of all ages can ride a bicycle in "Safe Moves City" including those with tricycles. Helmets will be required for those riding tricycles.

Precautions are taken to prevent any lice concerns. In addition, Safe Moves provides all equipment, staff and materials needed to conduct the Student Bicycle Safety Rodeo including "Safe Moves City", booth, table, chairs, safety barricades for the perimeter of "Safe Moves City" and printed material for parents and their children.

Safe Moves will teach parents how to properly fit and adjust their bicycle helmets as well as their children's helmet. In addition parents will be taught how to conduct a bike check for tires, brakes, seat and handlebars. Bike mechanics will be on site to discuss major repairs. For any parent or child with a bicycle and/or helmet that is need of repair or replacement, they receive a information card that details the problems.

Safe Moves will provide Family Bicycle Safety Rodeo promotional flyers that will be sent home to parents though school mail or taken home by their children. In addition to "Safe Moves City", Safe Moves will have treadmills for parents so they can see how far they can walk in a given amount of time. The goal is to demonstrate that a reasonable distance can be covered by walking with very little effort, but for maximum results both in exercise, health and contribution to decreasing traffic and air pollution.

To promote the nutrition and bicycling, Safe Moves will have a *blender bike* available for families to cycle to make a smoothie. The blender bike using human power to run a blender which is attached to the back of the bicycle. Safe Moves will solicit donations from local supermarkets in order to make smoothies. Although logistics prevent no more than a small taster cup, it will demonstrate the power of cycling and promote a health snack alternative.

Lesson Plan – All lesson plans are designed to be age-appropriate and administered by trained safety instructors. Lessons include:

- Safe places to ride and walk (street, sidewalk, bike lane – depending on age)
- Unsafe places to ride and walk
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle and pedestrian collisions
- 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 regulations
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver, pedestrian and bicyclist behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Explanation of the suggested safe routes to schools
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling for a cleaner environment
- Explain how “Walkin’ Wednesdays” and “Bikin’ Fridays” work
- Healthy choices for better nutrition
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

Printed Material – Each parent will be given Program material to use as resource material at home to reinforce the safety lessons taught at the rodeo.

Evaluation – Parents will be asked to fill out a survey requesting his/her feedback on the program. The completion of the surveys is voluntary.

The school principal/or school official will be given a Certification/Evaluation Form to sign to certify that the program was conducted and verify date, location, number of participants, start and end times. This evaluation form is collected at the conclusion of the event.

3.2.3 Student Safety Workshops

a.) Grades K-3

Students will 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, getting exercise and making healthy food snacks are all part of the program. Students have props and are given direction by the Safe Moves 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 the Safe Moves on-stage narrator describes the action. Together the Safe Moves 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.

Grades K – 3 Lesson Plan includes:

- Safe places to ride and walk (street, sidewalk, bike lane – depending on age)

- Unsafe places to ride and walk
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle and pedestrian collisions
- Explanation and demonstration of role of crossing guards
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver, pedestrian and bicyclist behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Explanation of the suggested safe routes to schools
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling for a cleaner environment
- Healthy choices for better nutrition
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)
- Explain/Promote *"Walkin' Wednesdays"* and *"Bikin' Fridays"*

Grades K – 3 Workshop Props include:

- Houses
- School
- Apartment buildings
- Stores
- Cars
- School bus
- Bicycles
- Strangers
- Dog
- Stop Sign
- Ice cream truck
- Traffic light
- School Pedestrian Crosswalk signs
- Railroad sign and signal
- Bike lane sign
- Bike route sign
- Bicyclist with a helmet
- Pedestrians (kids, adults, parents with children)

b.) Grades 4 – 8

Students will participate 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, health, fitness and environmental consequences of traffic congestion and pollution. Traffic Jeopardy includes the egg drop to illustrate the importance of helmet use and a treadmill to simulate how long it takes to walk a one mile.

Grades 4 – 8 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 (pick up and drop off procedures)
- Explanation of the suggested safe routes to schools
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling to a cleaner environment
- Explain how “Walkin’ Wednesdays” and “Bikin’ Fridays” work
- Identification/avoidance of hot spots (crime, bullies, congested intersections, construction)

Grades 4 – 8 Workshop Props include:

- Contestant podiums
- Bicycle
- Helmets
- Eggs
- Car steering wheel
- Cell phone (model only)
- Traffic Signs/Signals
- Treadmill

Structure – In order to best facilitate age appropriate lessons and accommodate the cognitive learning abilities of each grade level, the Student Safety Workshops are

scheduled in relatively small groups with students in the same grade level. Teachers will be encouraged to participate as either a pedestrian or bicyclist with their class.

Day 1:

<u>Grade Level</u>	<u># of Workshops</u>	<u># of Students</u>	<u>Time</u>
Kindergarten	1	50	30 min.
Kindergarten	1	50	30 min.
Grade 1	1	100	35 min.
Grade 2	1	100	35 min.
Grade 3	1	100	35 min.
Grade 4	1	100	40 min.

Day 2:

<u>Grade Level</u>	<u># of Workshops</u>	<u># of Students</u>	<u>Time</u>
Grade 5	1	100	45 min.
Grade 5	1	100	45 min.
Grade 6	1	100	45 min.
Grade 6	1	100	45 min.

Day 3:

<u>Grade Level</u>	<u># of Workshops</u>	<u># of Students</u>	<u>Time</u>
Grade 7	1	100	45 min.
Grade 7	1	100	45 min.
Grade 8	1	100	45 min.
Grade 8	1	100	45 min.

3.2.4 Parent/Organization Safety Workshops

Data found that parents were most concerned about the traffic speed and traffic volume around schools as well the social environment around schools – especially the possibility of crime and bullies. These two factors strongly affected their perception of how safe it is for their child to walk or ride to school. A successful program needs to address the social and physical factors that influence a parent’s likelihood to let their children walk or ride to school.

A secondary issue to be communicated to parents is the need for their children’s activity level to increase.

Workshops will be conducted to fully engage parents in the importance and the benefits of the program. These workshops will address parental concerns of traffic speed and traffic volume around schools, as well as the social environment around schools, including the concerns about crime. The workshop will also address the benefits to their child’s health of walking and bicycling by promoting “*Walkin’ Wednesdays*” and “*Bikin’ Fridays*”. The workshops will be structured to encourage the parent to “buy into” the program and to allow their children to walk or ride a bicycle to school, as well as support their children’s effort to do so. All lessons are conducted to accommodate the diverse parent populations at each school and provide translation and bilingual printed material.

Safe Moves will work with the school principal and PTA to provide any necessary services.

Safe Moves, when possible, will invite guest speakers from law enforcement and health care organizations.

3.2.5 International Walk & Bike to School Day

Safe Moves will implement a school wide and community wide promotional campaign to create awareness and, most importantly, generate participation in the designated "Walk & Bike to School Day" in October 2010 and 2011. The campaign will begin in mid-August working with school staff and begin the planning. An organized work plan will be developed to identify all the elements needed for a successful events including but not limited to school buy-in, parent volunteers, incentives, day of activities, designated routes for pedestrians and bicyclists, pre-event planning meetings, pre-event educational programs, notification of the community and law enforcement agencies and promotional flyers.

Upon approval of City Staff, Safe Moves will request the local city government agencies (Mayor and/or City Council) acknowledge the participation of each school in the "Walk & Bike to School Day" with a commendation to be presented at a City Council meeting. A press release would be sent out prior to the presentations. Photos would be taken of the presentations and posted on the Project website as well as on the California Walk to School Headquarters Website.

3.2.6 Incentives & Contests

Safe Moves will produce Travel Log Booklets for students to keep track of the number of times they walk and ride to school and to other destinations in the community. The completed Travel Log Book with student's name, school and grade are entered into a drawing to win a bicycle and helmet. (Note: Safe Moves will furnish bikes and helmets to be given away in the Travel Log Booklet Program.

3.2.7 Walking/Bicycling Trains

Safe Moves proposes to identify the Walking Train as "Walkin' Wednesdays" and the Bike Train as "Bikin' Fridays" in the initial 10 months of the program to create the format and logics to ensure the success of the programs. After the 10 month period, Safe Moves will promote additional days if group leader/volunteers can expand their commitment.

Safe Moves will coordinate the following:

- Outreach programs to identify parents and volunteers for route leaders
- Development and Facilitating of Training Workshops
- Identifying routes including student meeting destinations
- Establishing Participation of Students with Parent Permission
- Notification of law enforcement of programs/routes
- Promotion to community of programs/routes
- Monitoring success of the programs
- Provide liaison with schools to maintain oversight of the program
- Notify School Crossing Guards of programs/routes

- Promote student participation with Travel Log Booklets

3.2.8 Satellite Drop-off/Pick-up Zones

Safe Moves will provide each school assistance in assessing the following:

- Modes of Transportation used by students/parents
- Behaviors of students at drop-off and pick-up times
- Behaviors of parents at drop-off and pick-up times
- Established policies and procedures
- Current notification to parent of policies and procedures
- Available parent and/or school staff to monitor drop-off and pick-up times

In addition Safe Moves will assess infrastructure of each school site including the following:

- Signage
- Drop-off and pick-up designated lane
- Curb/pavement markings
- Staff parking lot location
- Any off-site queuing lane
- Location of bike racks
- Available entrances and exits to school
- Open or closed campuses

Safe Moves will review the data collected and suggest improvements to City Staff and officialofficials.

3.2.9 Evaluation

Safe Moves will provide assistance to City Staff for the implementation of the Pre and Post Program Student Travel Surveys and Pre and Post Program Parent Surveys developed by National Center for Safe Routes to School.

Deliverables:

a.) Student Tallies at 45 elementary schools and 15 middle schools

Safe Moves will provide a draft of a cover letter with instructions for principals on the distribution and collection of the surveys. In addition Safe Moves will provide a draft of a letter for teachers explaining the Student Travel Surveys and how to conduct the surveys. Safe Moves will assist City Staff in determining the dates and schedules for the Pre and Post Student Tallies.

b.) Safe Moves will provide assistance to City Staff for the implementation of the Parent Survey. Although parents overwhelmed with forms and paperwork from schools at the beginning of the school year, Safe Moves will work with City Staff and school principals to make the dissemination and collection of the Pre-Program Surveys as successful as possible.

Safe Moves will establish a schedule for each school to receive their Pre and Post Program Surveys that will not conflict with other distribution and collection of school documents, but at the same time remind schools that the Pre-Program Surveys for parents and students must be distributed and collected before the educational programs

can be implemented at the school. It will important that schools know that it is desirable to have 100% participation, but it is not required.

WORKPLAN DELIVERABLES:

Elementary School Workshops	200
Elementary School Rodeos	90
Family/Community Bicycle & Pedestrian Safety Rodeos	84
Middle School Events Safety Workshops	45
Parent/Organization Safety Workshops	120
Incentives & Contests	See Previous Description
Walking/Bicycling Trains	See Previous Description
Satellite Drop-off/Pick-up Zones	See Previous Description
Evaluations	See Previous Description
Month End Reports	See Previous Description
Monthly Meetings	See Previous Description

4.0 PROGRAM MARKETING

4.1 Instructional Aids & Props

Safe Moves will provide the following instructional aids/props in educational programming:

Student Safety Bicycle & Pedestrian Safety Rodeos

- "Safe Moves City" (sidewalks, intersections, crosswalks, traffic signals, traffic signs, residential areas, business districts, cars, trucks, ice cream truck, school bus, public bus, railroad track, railroad signals, railroad crossing gate, and a train)
- Bicycles for students
- Bicycle and multipurpose helmets for children, teens and adults
- Treadmills

Family Bicycle & Pedestrian Safety Rodeos

- "Safe Moves City" (sidewalks, intersections, crosswalks, traffic signals, traffic signs, residential areas, business districts, cars, trucks, ice cream truck, school bus, public bus, railroad tracks, railroad signals, railroad crossing gate, and a train)
- Bicycles for children, teens and adults
- Bicycle and multipurpose helmets for children, teens and adults
- Treadmills
- Blender Bicycle

Student Safety Workshops

Grades K- 3

Student Costumes/Props (house, school, apartment buildings, stores, cars, school bus, dog, stop sign, ice cream truck, traffic light, school pedestrian crosswalk signs, railroad sign and signal, bike lane sign)

Bicycles

Helmet

Eggs for Egg Drop

Grades 4-8

Contestant podiums

Bicycle

Helmets

Watermelons

Car steering wheel

Cell phone (model only)

Traffic Signs/Signals

Treadmills

Parent Safety Workshops

DVD

Treadmills

Meetings (Community organizations, City Departments, health care agencies)

DVD

Community Safety Fairs/Festivals/Expos

"Safe Moves City" (sidewalks, intersections, crosswalks, traffic signals, traffic signs, residential areas, business districts, cars, trucks, ice cream truck, school bus public bus, railroad tracks, railroad signals, railroad crossing gate, and a train)

Bicycles for children, teens and adults

Bicycle and multipurpose helmets for children, teens and adults

Treadmills

Blender Bicycle

4.2 Handouts/Program Materials

Safe Moves will provide the following handouts in educational programming. Handouts will be produced in English and Spanish:

School Principal or Designated School Coordinator

- Program Certification/Evaluation Forms
- Brochures for Staff & Teachers
- Quarterly Newsletter to be distributed via email
- Photo releases for students
- School Bicycle Safety Rodeo flyers/permission forms

Student Safety Bicycle & Pedestrian Safety Rodeos

- Travel Log Book (similar to SRTS Frequent Rider Miles)
- Find the Traffic Hazard Quiz
- Info Card on Condition of Bicycle and/or Helmet
- Rodeo Flyer/Permission Form

Family Bicycle & Pedestrian Safety Rodeos

- Project Brochure to Parents
- Travel Log Book (similar to SRTS Frequent Rider Miles)
- Info Card on Condition of Bicycle and/or Helmet
- Entry Form for Drawing for Bicycle and Helmet
- Goodie Bag (giveaways from participating sponsors and/or agencies)
- Food Bingo

Student Safety Workshops (K-8)

- Travel Log Book (similar to SRTS Frequent Rider Miles)
- Find the Hazard Quiz
- Rodeo Flyers/Permission Forms
- Flyers on *“Walkin Wednesdays”* and *“Bikin’ Fridays”*
- Food Bingo
- Posters
- Teacher Evaluation Form

Parent Safety Workshops

- Project Brochures
- Safe Routes Maps
- Flyers on *“Walkin Wednesdays”* and *“Bikin’ Fridays”*
- Sign Up Sheets for Parent/Volunteer Training Workshops
- Food Bingo

- Certification/Evaluation Form

Parent Trainings for Walk Pools (*Walkin' Wednesdays*) and Bike Trains (*Bikin' Fridays*)

- Training booklet
- Map of Approved Routes

Parent Trainings for Walk Pools (*Walkin' Wednesdays*) and Bike Trains (*Bikin' Fridays*)

- DVD
- "Safe Moves City"
- Certification/Evaluation Form

Meetings (Community organizations, city departments, health care agencies, law enforcement)

- Project Brochures
- Calendar of Project Programs
- Certification/Evaluation Form

Community Safety Fairs/Festivals/Expos

- Project Brochures
- Flyers on "*Walkin' Wednesdays*" and "*Bikin' Fridays*"
- Travel Log Booklets (similar to SRTS Frequent Rider Miles)
- Food Bingo
- Certification/Evaluation Form
- Program Supporters & Sponsors

4.3 Media/Partner Promotion

Safe Moves will produce a press kit for all print and electronic media designated by City Staff. These press kits will be distributed to all media at the beginning of the Project. The press kit will include:

- Project information
- Goals & Objectives
- Statistics and data on safety and health issues

Press releases will be sent out monthly to the local media to generate coverage of:

- School Bicycle Safety Rodeos
- Family Bicycle Safety Rodeos
- Student Safety Workshops

- Parent Safety Workshops
- Community Events
- Parent & Volunteer Training for "Walkin' Wednesdays" and "Bikin' Fridays"

Press releases will be sent out regarding Program milestones including:

- Progress
- Results of surveys
- Winners of contests
- Success stories
- Awards

Safe Moves will work with community organizations in Los Angeles County that are designated by City Staff.

4.4 Presentations

Safe Moves will conduct a series of SRTS presentations to school staff, parent organizations, parent clubs, community-based organizations, parents, law enforcement agencies, city department heads, park staff, community leaders, neighborhood associations, health care professionals and volunteers to launch and continue their support of the Project. Safe Moves will also include a section on "Train the Trainers" techniques so that we may reach a wider audience.

The "Train the Trainer" program will include teachers, volunteers, and law enforcement to instruct them in implementation of the program. Safe Moves will provide a detailed hands-on approach for creating a Safe Routes program with templates to sustain their school program. Safe Moves presentations will be geared to improving relationships between parents, neighbors, schools, police, and local government through a collaborative approach that addresses issues of the safety and health of children and the traffic issues around schools.

A DVD will be shown that promotes the goals and objectives of the Project as well as a partnership between schools, families and the community. Safe Moves will distribute Project literature to all attendees.

EXHIBIT “B”

Rates or Charges

**City of Long Beach
Safe Routes to School Program
Safe Moves Program Budget**

					FY 1	FY 2	Project Total
Long Beach City Staff		\$ 25,000.00			\$ 12,500.00	\$ 12,500.00	\$ 25,000.00
Subcontractor	(Cruz & Assoc.)	\$ 50,000.00			\$ 25,000.00	\$ 25,000.00	\$ 50,000.00
Personnel		Hrs/Wk	Rate/hr	Weeks/Y	FY 1	FY 2	Project Total
	Supervisor	15	\$ 28.85	44	\$ 19,041.00	\$ 19,041.00	\$ 38,082.00
	Assistant	20	\$ 19.00	44	\$ 16,720.00	\$ 16,720.00	\$ 33,440.00
	Instructor	40	\$ 20.00	44	\$ 35,200.00	\$ 35,200.00	\$ 70,400.00
	Instructor	40	\$ 20.00	44	\$ 35,200.00	\$ 35,200.00	\$ 70,400.00
	Instructor	40	\$ 20.00	44	\$ 35,200.00	\$ 35,200.00	\$ 70,400.00
Subtotal	Personnel	\$ 282,722.00					
Personnel Benefits		\$ 22,953.84			\$11,476.92	\$11,476.92	\$ 22,953.84
Travel	Vehicle Lease				\$ 6,015.60	\$ 6,015.60	\$ 12,031.20
	Vehicle Gas				\$ 10,563.00	\$ 10,563.00	\$ 21,126.00
	Vehicle Insurance				\$ 1,726.70	\$ 1,726.70	\$ 3,453.40
Total Travel		\$ 36,610.60					
Printing		\$ 64,000.00			\$32,000.00	\$32,000.00	\$ 64,000.00
Program Supplies		\$ 2,962.96			\$1,481.48	\$1,481.48	\$ 2,962.96
Office @ 25%	Telephone				\$ 1,250.00	\$ 1,250.00	\$ 2,500.00
	Rent				\$ 4,781.55	\$ 4,781.55	\$ 9,563.10
	Insurance (G/L & WC)				\$ 1,843.75	\$ 1,843.75	\$ 3,687.50
Total Office		\$ 15,750.60					
Total		\$ 500,000.00			\$ 250,000.00	\$ 250,000.00	\$ 500,000.00

EXHIBIT “C”

City’s Representative:

Sumire Gant, Transportation Programs Officer

(562) 570-6618

EXHIBIT “D”

Materials/Information Furnished: None