

1 B. Consultant may select the time and place of performance for
2 these services; provided, however, that access to City documents, records and the
3 like, if needed by Consultant, shall be available only during City's normal business
4 hours and provided that milestones for performance, if any, are met.

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

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

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

25 2. TERM. The term of this Agreement shall commence at midnight on
26 August 23, 2012, and shall terminate at 11:59 p.m. on August 22, 2013, unless sooner
27 terminated as provided in this Agreement, or unless the services or the Project is
28 completed sooner. The parties have the option to renew this Agreement for two (2)

1 additional one (1) year periods.

2 3. COORDINATION AND ORGANIZATION.

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

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

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

28 ///

1 5. INSURANCE.

2 A. As a condition precedent to the effectiveness of this
3 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
4 duration of this Agreement, from insurance companies that are admitted to write
5 insurance in California and have ratings of or equivalent to A:V by A.M. Best
6 Company or from authorized non-admitted insurance companies subject to
7 Section 1763 of the California Insurance Code and that have ratings of or
8 equivalent to A:VIII by A.M. Best Company, the following insurance:

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

24 (b) Workers' Compensation insurance as required by the California
25 Labor Code and employer's liability insurance in an amount not less than
26 \$1,000,000. This policy shall be endorsed to state that the insurer waives
27 its right of subrogation against City, its boards and commissions, and their
28 officials, employees and agents.

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

3 (d) Commercial automobile liability insurance (equivalent in scope
4 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
5 amount not less than \$500,000 combined single limit per accident.

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

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

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

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

1 F. Prior to the start of performance, Consultant shall deliver to
2 City certificates of insurance and the endorsements for approval as to sufficiency
3 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
4 the insurance, furnish to City certificates of insurance and endorsements
5 evidencing renewal of the insurance. City reserves the right to require complete
6 certified copies of all policies of Consultant and Consultant's subconsultants and
7 contractors, at any time. Consultant shall make available to City's Risk Manager
8 or designee all books, records and other information relating to this insurance,
9 during normal business hours.

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

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

20 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
21 contemplates the personal services of Consultant and Consultant's employees, and the
22 parties acknowledge that a substantial inducement to City for entering this Agreement
23 was and is the professional reputation and competence of Consultant and Consultant's
24 employees. Consultant shall not assign its rights or delegate its duties under this
25 Agreement, or any interest in this Agreement, or any portion of it, without the prior
26 approval of City, except that Consultant may with the prior approval of the City Manager
27 of City, assign any moneys due or to become due Consultant under this Agreement. Any
28 attempted assignment or delegation shall be void, and any assignee or delegate shall

1 acquire no right or interest by reason of an attempted assignment or delegation.
2 Furthermore, Consultant shall not subcontract any portion of its performance without the
3 prior approval of the City Manager or designee, or substitute an approved subconsultant
4 or contractor without approval prior to the substitution. Nothing stated in this Section
5 shall prevent Consultant from employing as many employees as Consultant deems
6 necessary for performance of this Agreement.

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

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

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

28 10. TERMINATION. Either party shall have the right to terminate this

1 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
2 prior notice to the other party. In the event of termination under this Section, City shall
3 pay Consultant for services satisfactorily performed and costs incurred up to the effective
4 date of termination for which Consultant has not been previously paid. The procedures
5 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
6 termination, Consultant shall deliver to City all Data developed or accumulated in the
7 performance of this Agreement, whether in draft or final form, or in process. And,
8 Consultant acknowledges and agrees that City's obligation to make final payment is
9 conditioned on Consultant's delivery of the Data to City.

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

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

25 13. ADDITIONAL COSTS AND REDESIGN.

26 A. Any costs incurred by City due to Consultant's failure to meet
27 the standards required by the scope of work or Consultant's failure to perform fully
28 the tasks described in the scope of work which, in either case, causes City to

1 request that Consultant perform again all or part of the Scope of Work shall be at
2 the sole cost of Consultant and City shall not pay any additional compensation to
3 Consultant for its re-performance.

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

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

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

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

24 17. INDEMNITY.

25 A. Consultant shall indemnify, protect and hold harmless City, its
26 Boards, Commissions, and their officials, employees and agents ("Indemnified
27 Parties"), from and against any and all liability, claims, demands, damage, loss,
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

1 costs and expenses, including attorneys' fees, court costs, expert and witness
2 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
3 whole or in part, out of or in connection with (1) Consultant's breach or failure to
4 comply with any of its obligations contained in this Agreement, or (2) negligent or
5 willful acts, errors, omissions or misrepresentations committed by Consultant, its
6 officers, employees, agents, subcontractors, or anyone under Consultant's control,
7 in the performance of work or services under this Agreement (collectively "Claims"
8 or individually "Claim").

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

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

23 D. The provisions of this Section shall survive the expiration or
24 termination of this Agreement.

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

27 19. COSTS. If there is any legal proceeding between the parties to
28 enforce or interpret this Agreement or to protect or establish any rights or remedies under

1 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

2 20. NONDISCRIMINATION; DISADVANTAGED BUSINESS
3 ENTERPRISE PARTICIPATION.

4 A. In connection with performance of this Agreement and subject
5 to applicable rules and regulations, Consultant shall not discriminate against any
6 employee or applicant for employment because of race, religion, national origin,
7 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
8 disability. Consultant shall ensure that applicants are employed, and that
9 employees are treated during their employment, without regard to these bases.
10 These actions shall include, but not be limited to, the following: employment,
11 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
12 termination; rates of pay or other forms of compensation; and selection for training,
13 including apprenticeship.

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

26 C. Consultant shall maintain records containing the name and
27 address of each first-tier subcontractor and the name and business address of
28 every DBE subcontractor (regardless of tier) and DBE vendor of materials and

1 DBE trucking company; the date of payment and the total dollar amount paid to
2 each of them; and the date of work performed by Consultant's employees with the
3 corresponding dollar value of the work claimed toward DBE goals. When the work
4 is completed, Consultant shall provide a summary of these records to the City.
5 Consultant shall explain, in writing, why the names of subcontractors, the work
6 items or the dollar amounts in the summary are different from what was originally
7 shown if there have been no changes made by the City or if Consultant has not
8 provided sufficient explanation in the "Final Report Utilization of Disadvantaged
9 Business Enterprises".

10 D. Consultant shall notify the City immediately if any DBE in
11 unable or unwilling to perform and shall provide reasonable documentation of such
12 inability or unwillingness with Consultant's notice to the City. Consultant shall
13 obtain the City's prior approval to substitute a DBE and shall provide copies of new
14 or amended subcontracts with the substituted DBE, or documentation of good faith
15 efforts in obtaining a substitute DBE. Consultant agrees that the City may order
16 Consultant to stop work (at no penalty or damages to the City therefore) and that
17 the City may stop payment until Consultant takes satisfactory action with respect
18 to a substitute DBE.

19 E. If a DBE subcontractor is decertified during the term of this
20 Contract or if a subcontractor becomes a DBE-certified subcontractor during the
21 term of this Contract, Consultant shall notify the City in writing within thirty (30)
22 days.

23 F. Neither Consultant nor any subcontractor shall discriminate on
24 the basis of race, color, national origin or sex in the performance of this Contract.
25 Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award
26 and administration of federally funded or assisted contracts. Failure by Consultant
27 to carry out these requirements is a material breach of this Contract, which may
28 result in immediate termination of this Contract or such other remedy as the City

1 deems appropriate.

2 G. Consultant agrees that the City may withhold payment in
3 accordance with Section XI(C)(2) of the City's DBE Program or, if Consultant fails
4 to submit the "Final Report Utilization of Disadvantaged Business Enterprises", at
5 the completion of the work or as otherwise stated in the City's DBE Program.

6 21. FUNDING REQUIREMENTS. The parties agree that this Contract is
7 valid and enforceable only if sufficient funding is made available to the City. If sufficient
8 funds are not appropriated for this Contract, this Contract may be amended to reflect any
9 reduction in funds.

10 22. COST PRINCIPLES.

11 A. Consultant agrees that the cost principles and procedures in
12 Chapter 1, Part 31.000 et seq. of Title 48 of the Code of Federal Regulations shall
13 be used to determine the allowability of cost individual items.

14 B. Any costs for which payment has been made to Consultant
15 that are determined by subsequent audit to be unallowable under Chapter 1, Part
16 31.000 et seq. of Title 48 of the Code of Federal Regulations shall be subject to
17 repayment by Consultant to the City.

18 C. Consultant agrees to comply with all federal procedures in
19 accordance with 49 CFR Part 18, Uniform Administrative Requirements for Grants
20 and Cooperative Agreements to State and Local Governments.

21 23. DEBARMENT AND SUSPENSION CERTIFICATION. Consultant
22 certifies under penalty of perjury that Consultant has complied with Title 49 of the Code of
23 Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that
24 (a) Consultant or any person associated therewith in the capacity of owner, partner,
25 director, officer or manager is not currently under suspension, debarment, voluntary
26 exclusion or determined ineligibility by any federal agency; (b) Consultant has not been
27 suspended, debarred, voluntarily excluded or determined ineligible by any federal agency
28 within the past three (3) years; (c) Consultant does not have a proposed debarment

1 pending; and (d) Consultant has not been indicted, convicted or had a civil judgment
2 rendered against it by a court of competent jurisdiction in any matter involving fraud or
3 official misconduct within the past three (3) years. Any exceptions to this certification at
4 any time during the term of this Contract must be immediately disclosed to the City. If
5 Consultant breaches this certification or fails to disclose any exceptions to this
6 certification, the City shall have the right to terminate this Contract immediately

7 24. KICKBACKS CERTIFICATION. Consultant certifies under penalty of
8 perjury that this Contract was not obtained or secured through rebates, kickbacks or
9 other unlawful consideration, either promised or paid to any City employee. If Consultant
10 breaches this certification, the City shall have the right to terminate this Contract
11 immediately.

12 25. NONDISCRIMINATION COMPLIANCE. Consultant certifies under
13 penalty of perjury that Consultant has, unless exempt, complied with the
14 nondiscrimination program requirements of Government Code Section 12990 and Title 2,
15 California Administrative Code Section 8103.

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

24 27. PROHIBITION AGAINST EXPENDING CITY, STATE OR FEDERAL
25 FUNDS FOR LOBBYING.

26 A. Consultant represents to the best of its knowledge that no
27 state, federal or City appropriated funds have been paid or will be paid by or on
28 behalf of Consultant to any person for influencing or attempting to influence an

1 officer or employee of any state or federal agency, a Member of the State
2 Legislature or United States Congress, an officer or employee of the Legislature or
3 Congress, or any employee of a Member of the Legislature or Congress, in
4 connection with the awarding of any state or federal contract, the making of any
5 state or federal grant, the making of any state or federal loan, the entering into of
6 any cooperative agreement, and the extension, continuation, renewal, amendment
7 or modification of any state or federal contract, grant, loan or cooperative
8 agreement.

9 B. If any funds other than federal appropriated funds have been
10 paid or will be paid to any person for influencing or attempting to influence an
11 officer or employee of any federal agency, a Member of Congress, an officer or
12 employee of Congress, or an employee of a Member of Congress, in connection
13 with this federal contract, grant, loan or cooperative agreement, Consultant shall
14 complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in
15 accordance with its instructions.

16 28. NOTICES. Any notice or approval required by this Agreement shall
17 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
18 postage prepaid, addressed to Consultant at the address first stated above, and to City at
19 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
20 copy to the City Engineer at the same address. Notice of change of address shall be
21 given in the same manner as stated for other notices. Notice shall be deemed given on
22 the date deposited in the mail or on the date personal delivery is made, whichever occurs
23 first.

24 29. COPYRIGHTS AND PATENT RIGHTS.

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

27 B. City reserves the exclusive right to seek and obtain a patent
28 or copyright registration on any Data or other result arising from Consultant's

1 performance of this Agreement. By executing this Agreement, Consultant assigns
2 any ownership interest Consultant may have in the Data to City.

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

10 30. WAIVER. The acceptance of any services or the payment of any
11 money by City shall not operate as a waiver of any provision of this Agreement or of any
12 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
13 Agreement shall not constitute a waiver of any other or subsequent breach of this
14 Agreement.

15 31. CONTINUATION. Termination or expiration of this Agreement shall
16 not affect rights or liabilities of the parties which accrued pursuant to Sections 11, 19, 22
17 and 28 prior to termination or expiration of this Agreement.

18 32. TAX REPORTING. As required by federal and state law, City is
19 obligated to and will report the payment of compensation to Consultant on Form 1099-
20 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
21 resulting from payments under this Agreement. Consultant shall submit Consultant's
22 Employer Identification Number (EIN), or Consultant's Social Security Number if
23 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
24 Financial Management. Consultant acknowledges and agrees that City has no obligation
25 to pay Consultant until Consultant provides one of these numbers.

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

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

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.

SAFE MOVES, a California corporation

9/17, 2012

By Pat Hines
Name Pat Hines
Title President

9-18-12, 2012

By [Signature]
Name [Signature]
Title Vice-President

"Consultant"

CITY OF LONG BEACH, a municipal corporation

10.9, 2012

By [Signature] Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 10-1, 2012.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

EXHIBIT "A"
Scope of Work

SCOPE OF WORK

Task 1: Consultant Start-Up: Planning Meeting and Review

Deliverable: Finalize Scope of Work and Schedule. Use relevant materials that have been developed to date. Hold initial planning meeting with the City to refine the schedule and work tasks.

Description: Safe Moves will submit a work plan that will include an outline for implementation and monitoring of the Project. Microsoft Project software will be used to create the schedule, which will indicate all deliverables, tasks and duration. Safe Moves will provide the following to City Staff for review:

Scheduling Forms

Projected schedule of program implementation (by City Council District)

Program Certification Forms

Monthly Report Formats

Program Confirmation Letters

Walking School Bus and Bicycle Train coordination material

Event plan for kick-off event (draft of press release, promotional strategy, agenda and logistics)

Propose list of educational printed material (including already developed Long Beach material)

Safe Moves will submit a database of the elementary and middle schools. The database will include school profiles featuring the following information:

Name of school principal and/or student program coordinator

PTA officials

Address, telephone and fax number

Email address principal and/or student program coordinator

Number of students.

Number of classes per grade level

Number of students per grade level and per class

Language needs

Student transportation policies

Bicycle and pedestrian collision data for the immediate area

City council district

Presence of crossing guards, bike racks, bike lanes, student drop-off and pick-up areas

Number of current student bicyclists and pedestrians

This information creates a database that will allow a streamlined system for scheduling programs. Safe Moves will submit a projected schedule of the number of programs to be conducted each month in order to accomplish the proposed scope of work. Scheduling projections for workshops for elementary school students, middle school students and parents take into consideration traditional school start and end dates, year-round schools, school holidays, winter break, spring break and school testing. These projections are subject to change throughout the school year. The reasons for fluctuations in the schedule include weather and conflicts in available school schedules. A quota status report will be conducted weekly to determine if the schedule projections are on target for the required programs. To ensure that Safe Moves will meet the monthly quota projected, staff will conduct daily meetings to discuss the status and/or deal with projected problems (e.g. weather, teacher strike, natural disaster).

A complete listing of all targeted schools will be identified for each of the council districts. This directory of schools will be used to schedule programs in order to ensure an equitable distribution of workshops in each of the council districts.

Tentative Schedule: August 2012

Task 2: Project Kick-Off Event

Deliverable: Produce kick-off event in association with the City of Long Beach and community groups including Long Beach Police Department, Long Beach Department of Public Works, Long Beach Unified School District and other stakeholders.

To kick off the Long Beach Safe Routes to School Program Safe Moves will create an event with a festival atmosphere featuring exhibits, vendors and bicycle education skills courses. Exhibitors will include community organizations, city agencies, LBP, bike shops, hospitals, libraries, youth/family services, non-profit organizations and local businesses. Businesses 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.

All participants who attend the events are entered into a drawing to win a bicycle and helmet. The bicycles and helmet are provided at no cost to the program. Goodie bags would be provided that include promotional giveaways donated by community businesses.

Safe Moves will provide all staff, bicycle, helmets and a miniature city featuring sidewalks, intersections, crosswalks, traffic signs, signals, cars, trucks, buses, residential area, business district with stores, parking lots with entrances & exits, alleyways, bike lanes, railroad tracks with train, signal, gate and sign, schools, bike boulevards, separated bikeways, sharrows, bike lanes and street markings.

In addition to "Safe Moves City" Safe Moves will have treadmills and stationary bikes for children and their parents so they can see how far they can walk and bicycle in a given amount of time. The goal is to demonstrate that a reasonable distance can be covered by walking and cycling with very little effort, but for maximum results both in exercise, health and contribution to decreasing traffic and air pollution. To promote the power of bicycling, Safe Moves will have a blender bike available for families to cycle to make a smoothie. Although logistics prevent no more than a small taster cup, it will demonstrate the power of cycling and promote a healthy snack alternative.

To promote helmet use, a mobile rock-climbing wall that will feature a banner of the City of Long Beach SRTS Program name and logo. Safe Moves will have a bike valet to encourage attendees to ride to the event. Safe Moves will also work with local pedi-cab companies to reduce traffic around the event site. Safe Moves will work with city agencies and community groups to on other event needs.

Promotion will include flyers posted on city website, flyers posted on school websites, flyers distributed through school mail and mentions in local print and on electronic media including LBTv.

Tentative Schedule: September 2012

Task 3: Project Coordination

Deliverable: On-going coordination of program with city agencies, community organizations and schools.

Description: Safe Moves will organize monthly project meetings to discuss status of program progress with city agencies, community organizations and schools. Safe Moves will prepare agendas, minutes and other presentation materials including PowerPoint presentations. Upon request by City staff, Safe Moves will prepare any materials, PowerPoint and video presentations to City Council and/or other city agencies. Safe Moves will also attend and/or coordinate meetings with school officials, Long Beach Police Department and community organizations as needed.

Task 4: Project Management

Deliverable: Provide supervision, coordination and monitoring of all tasks.

Description: Safe Moves will be responsible for all program implementation, supervision, coordination, monitoring of all program tasks. Safe Moves will have on-going verbal and electronic communication with City Staff, schools, organizations, agencies and other program stakeholders. Safe Moves will be responsible for submitting month-end reports, quality control and expenditures with designated budget.

Month End Reports to City Staff will include:

Narrative

Dates of completed Program

Number of Programs

Number of participants (students/parents/teachers)

Quantities of printed material distributed
Copies of press coverage (print & media)
Schedule of upcoming programs
Collision data/evaluation
Description of any problems and/or deviations
Copies of support letters from schools, parents, students and community
Invoice/billing documentation
Copies of Program Evaluation Certifications
Upcoming schedules

Safe Moves will create a diverse stakeholder committee that includes representatives from the School District, community, city and parents who can identify bicycle/pedestrian issues, traffic/infrastructure concerns, infrastructure issues, health, fitness, social and environment issues.

The committee will be active with their input on implementation and promotion of the program. Meetings will be action oriented with the goal of producing results and involvement. Safe Moves will host meetings and will provide all necessary materials including agendas, post meeting minutes and action plans.

Tentative Schedule: August 2012 – August 2014

Task 5: Education

a. Student Workshops

Deliverable: Conduct 300 workshops at K-8 at 48 elementary and 15 middle schools

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

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

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

The lesson plans include:

- 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 school route/neighborhood maps
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling for a cleaner environment

Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

Explanation of Walking School Buses and Bicycle Trains

Workshop Props for Grade K – 3 include:

Houses

School

Apartment buildings

Stores

Cars

School bus

Bicycles

Stop Sign

Ice cream truck

Traffic light

School Pedestrian Crosswalk signs

Railroad sign and signal

Bike lane sign

Bike route sign

Bike boulevards

Separated bikeways

Sharrows

Bike lanes

Street markings

School Workshops (Grades 4-8)

Workshops for Grades 4-8 are conducted in a game-show format called Traffic Jeopardy with the safety instructor as the game show host. This program component engages the students in active learning by challenging their critical thinking skills. Traffic Jeopardy covers traffic safety and environmental consequences of traffic congestion and pollution. Traffic Jeopardy includes the egg drop, to illustrate the importance of helmet use, and a treadmill and stationery bike to simulate how long it takes to walk or ride one mile.

Traffic Jeopardy includes:

Bicycle safety

Pedestrian safety

California Vehicle Code laws and regulations

Skills necessary to make smart choices in traffic

Use of bike racks, bike lanes, bike paths, bike trails

Explanation of traffic environment (infrastructure)

Recognition and avoidance of common traffic collisions

Understanding of driver, pedestrian and bicyclist behaviors

School transportation/traffic policies

Explanation of the school route/neighborhood maps

Importance of bicycling and walking for physical fitness

Effects of walking and bicycling to a cleaner environment

Explain how Walking School Buses and Bicycle Trains work

Identification/avoidance of hot spots (crime, bullies, congested intersections, construction)

Props include:

Contestant podiums

Bicycle

Helmets

Eggs

Traffic Signs/Signals

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

Tentative Schedule: August 15, 2012 – August 14, 2015

b. School Pedestrian & Bicycle Safety Rodeos

Deliverables: Conduct one hundred (100) at elementary and middle schools.

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

Sidewalks

Intersections

Crosswalks

Traffic signs and signals

Cars

Trucks

Buses

Residential area

Business district with stores and parking lots with entrances & exits

Alleyways

Bike lanes

Railroad tracks with train, signal, gate and signs

School

Bike boulevards

Separated bikeways

Sharrows

Bike lanes

Street markings

Bicycle and helmets will be provided for those students who don't have one. Students are taught how to properly fit and adjust their bicycle helmets as well as conduct a bike check for tires, brakes, seat and handlebars. For any student with a bicycle and/or helmet that is in need of repair or replacement, they receive an information card to take home to their parents. Local bike repair shops will be approached for repair discounts to those who use their bikes for transportation to and from school.

To promote the importance of helmet use staff will conduct a visual demonstration including egg drops. Each class will have an opportunity to participate in this demonstration.

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

To promote the power of bicycling, a blender bike will be available for students to cycle to make a smoothie. Although logistics prevent each student from having a smoothie, it will demonstrate the energy that can be generated by bicycling.

At each of the school programs, staff will be on site to conduct surveillances of student mode of transportation and behaviors. Since programs are conducted monthly at each school, data will be compiled over the school year, which will provide a comprehensive and more accurate view of transportation choices and the trends throughout the school year. The on-site surveillances will be supplemented with written surveys conducted at the beginning of the school year, winter break and at the end of the school year.

All lesson plans are designed to be age-appropriate for grades K- 8 and administered by trained safety instructors. Rodeo Lesson Plans are as follows:

- 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 regulation
- 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 School" maps provided by the school district
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling for a cleaner environment
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

At each of the rodeos conducted staff will be on site to conduct surveillances of student mode of transportation and behaviors. Since programs are conducted monthly at each school data will be compiled over the school year, which will provide a comprehensive and more accurate view of transportation choices and the trends throughout the school year. The on-site surveillances will be supplemented with written surveys conduct at the beginning of the school year, winter break and at. The end of the school year.

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

Tentative Schedule: August 15, 2012 – August 14, 2015

c. Walking School Bus and Bicycle Trains

Deliverable: Organize, facilitate, monitor and evaluate Walking School Buses and Bicycle Trains at all forty-eight (48) and fifteen (15) middle schools with goal of establishing on-going programs.

Description: Safe Moves will develop a Walking School Bus and Bicycle Train Guide relevant to the City of Long Beach and its diverse neighborhoods. The Guides will be multi-lingual and designed to be culturally sensitive to the varied populations. Parent friendly workshops will be conducted to motivate, inspire and train parents who are interested in participating. Short entertaining videos and power point presentations will be part of the training. The goal of the training is to show the benefits to the school community and community at-large of reduction of traffic congestion around schools, address the lack of bus service, increase sense of community, increased in physical activity and prevention of any incidents of bullying. Designated "parent champions" from each school will be identified to promote the Walking School Buses and Bicycle Trains at their own school.

Safe Moves will conduct surveys at each school to determine the best approach to establishing walking school buses and bicycle trains. The surveys will determine the level of interest among students, parents and school officials; number of volunteers available, target student body and supporting infrastructure (crosswalks, bike lanes, bike racks etc.) Based on the data collected, each school will have a plan best suited to their needs so as to establish an attainable goal.

With school district approval and with all appropriate background checks members of the community including bike club members and health care volunteers will be trained to participate as "leaders".

Safe Moves will work with each school to establish a website page on the program that parents can access to locate the meeting locations for the walking school buses and bicycle trains. Success stories and photos will be featured. All photos will appear at the discretion of the school based will have signed releases granting use.

Suggested routes will be established for each school with input from City Staff, LBUSD Transportation Services Department, LBUSD School Police, LBPD, parents, school staff and other community stakeholders. LBPD will make the final determination as to the designated routes. All adult volunteers including parents will be subject to any and all requirements by the LBUSD and/or private school officials in regards to background checks. Students participating in the walking school buses and bike trains will have a signed permission form that is kept by the school.

On-going school promotional campaigns with marketing strategies will be implemented to support the programs at the participating schools. Activities will include, but not limited to the following over the program period:

- Golden Sneaker Awards for students and volunteers

- Golden Bike Awards for students and volunteers

- Special treats for participants

- Competitions between classes and schools

- Articles in the school newsletters

- Posters displayed at schools

- Announcements in PTA mailings/meetings

Safe Moves will conduct community outreach campaigns that will promote the Walking School Buses and Bicycle Trains to neighborhoods that will be impacted. Campaigns will include presentations at neighborhood meetings, community newsletters and yard signs.

Safe Moves will send out media releases to local print and electronic media as well as submit material and/or photos, with LBUSD/school permission, on the program.

In order to generate awareness and interest among middle school students, Safe Moves will substitute the name of Walking School Buses and Bicycle Trains with Walk and Bike Clubs. To engage students in the activity Safe Moves will institute a youth-led Video Voice Mapping training and program. The mapping efforts will target the middle school students are on the busy streets before and after school each day. Through the Video Voice Mapping project, students from the middle will create video diaries documenting the commute when walking or biking to school. Information gathered from both the Video Voice Mapping will be used to help provide information to City Staff.

d. Walk & Bike to School Day events

Deliverable: Conduct "Walk & Bike to School Day" event at participating schools

Description: Safe Moves will organize, facilitate, monitor, promote, document and evaluate the Walk & Bike to

School Day events. Safe Moves will meet with school officials to designate a date and to discuss the logistics for students and parents. Safe Moves will also meet with PTAs groups and any community groups located near the schools to solicit interest and participation.

Flyers will be generated for each school for distribution to students and/or mailed out through school mail. The event material will also be provided to each school in an electronic format so schools can post on their website and email directly to parents. Flyers will be multi-lingual.

Sub-committees at each participating school will be formed with several meetings scheduled to confirm all of the event details. Safe Moves will prepare a Walk & Bike to School handbook with step-by-step instructions on how to conduct the event. The goal is to train the parents to incorporate this event into their annual school activities and to establish ties to the community, which can eventually be a source of funds and/or in-kind donations, sustaining the event after the grant has concluded.

Event activities will include, but not limited to:

- Meet and Greet booth at the school
- Approved snacks and prizes to participants
- Music played on school sound system to serenade participants
- Certificates of Participation

The top school in each city council district who have the most walkers and bicyclists signed up to participate will have the Safe Moves Traffic Sign Costumes (stop sign, crosswalk sign, traffic light and railroad sign) to meet and greet them as they arrive at school along with the blender bikes to make smoothies.

Activities and promotional campaigns will be different for the middle schools so as to motivate this age group to participate. Although still a "Walk and Bike to School Day, an environmental message will be promoted to encourage students to walk or ride. The theme of middle school event will be centered around "ABC". "ABC" stands for Anything But a Car Day.

Safe Moves will work with City Staff to promote the events on city's website. In addition, Safe Moves will send out media releases to print and electronic media and work with LBTV to air pre and post event segments. Each city council members will ask to walk or ride with students on a designated day in October during the contract period. Safe Moves will coordinate with council staff on a date, time, meeting place and activities to occur upon reaching school. Safe Move will promote the "special guest" walk or ride to students, parents and school officials.

Post event evaluations with photos will be compiled and submitted to the City and the LBUSD for posting on their websites. All photos will have necessary photo releases.

e. Parents Workshops

Deliverable: Conducted sixty-three (63) workshops (one at each school)

Description: Parent workshops will be conducted to fully engage parents in the importance and 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 and especially the likelihood of crime and bullies. 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. According to the CDC, rates of overweight and obesity among youngsters have tripled since the late 1970s, and now run as high as 14% among US children. Walking or biking to school is one way children can increase their activity levels, but just one in seven trips to school is made under a child's own power.

The workshop will also address the benefits to their child's health of walking and bicycling by promoting Walking School Buses and Bicycle Trains. 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.

f. Bike Rides

Deliverable: a. Encourage participation in community bike ride.

b. Provide promotional material and pre-ride training for community bike rides

Description: Safe Moves will identify all planned bike rides in the community being sponsored by bike clubs, community organizations and city agencies and prepare a calendar for distribution to elementary and middle schools. Safe Moves will also provide information to schools for posting on their websites to encourage family participation. The schedule will be updated as new dates are confirmed.

Safe Moves will also promote the event calendar in all school workshops and rodeos. When applicable, Safe Moves will obtain permission from the LBUSD to distribute flyers/permission forms provided by event coordinators to students, parents and school staff.

Safe Moves will conduct pre-ride events to provide minor bike repairs and basic safety training. These pre-ride events will take place on a weekend leading up to the scheduled ride and/or on the same day.

g. School Family Safety Rodeos

Deliverable: Conduct fifty (50) Community/Family Rodeos

Description: Since parent involvement in a child's education is crucial regardless if it is reading, writing or bicycle/pedestrian safety, it is crucial to have an event that parents can attend. When parents get involved in their children's traffic safety education, children are more likely to respond favorably.

Safe Moves will conduct fifty (50) Community/Family Rodeos called "Walk, Ride and Roll Family Fun Days". These events are designed to promote walking and bicycling as alternative modes of transportation, recreation and exercise. These events may be held in conjunction with an existing community events or be a "stand-alone" rodeo at a community location.

Safe Moves will provide all staff, bicycle, helmets and a miniature city featuring sidewalks, intersections, crosswalks, traffic signs, signals, cars, trucks, buses, residential area, business district with stores, parking lots with entrances & exits, alleyways, bike lanes, railroad tracks with train, signal, gate and sign, schools, bike boulevards, separated bikeways, sharrows, bike lanes and street markings.

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 needs repair or replacement, they will receive an information card that details the problems.

In addition to "Safe Moves City" Safe Moves will have treadmills and stationery bikes for children and their parents so they can see how far they can walk and bicycle in a given amount of time. The goal is to demonstrate that a reasonable distance can be covered by walking and cycling with very little effort, but for maximum results both in exercise, health and contribution to decreasing traffic and air pollution. To promote the power of bicycling, Safe Moves will have a blender bike available for families to cycle to make a smoothie. Although logistics prevent no more than a small taster cup, it will demonstrate the power of cycling and promote a healthily snack alternative.

h. SRTS Designated Liaison

Deliverable: Identify and confirm parent volunteer(s) to serve as a designated liaison

Description: Safe Moves will work with the PTA and parent lead committees to identify parents who would be interested in serving as the SRTS School Champions (liaisons). Safe Moves will conduct trainings for these parent volunteers as well as on-going incentive programs to encourage their continued involvement and leadership. Established parent liaisons will be taught how to solicit other parent volunteers each year so as to sustain the program year to year. Efforts will be made to solicit parents with children in each grade level with special emphasis on grades (1st - 3rd) so as to ensure that parent liaisons are at the school for at least 2 to 3 years. Data also shows parents of younger children are more likely to be involved in school activities than those parents of older students. The goal of the SRTS Liaison program is to establish SRTS as an annual program like the book drive, holiday wrapping fundraisers etc. so that it incorporated into the school calendar each year.

i. Train the Trainer

Deliverable: Conduct and establish "Train the Trainer" programs at each participating school

Description: The Train-the-Trainer Workshop will be a course designed to educate school officials, teachers, parents and approved volunteers on ways to implement an on-going SRTS program at their school. The workshops

will be conducted during in-service and professional trainings and will include curriculum that can be used to teach additional instructors. Each workshop attendee will receive the NHTSA "Safe Routes to School" guidebook and will participate in exercises ranging from event planning ("Walk & Bike to School Day"), Walking School Buses, Bicycle Trains and classroom/rodeo education that will cover:

- the importance of traffic and bicycle safety

- be exposed to a comprehensive curriculum on traffic and bicycle safety education

- gain an understanding of how to be a safer pedestrian and bicyclist

- become familiar with the in-class and on-bike skills used to teach students

- learn skills including helmet fitting, bicycle laws, bicycle safety inspection, and conducting a bike safety rodeo.

Task 6: Program Evaluation

Deliverable 1: Pre Surveys and Post-Program surveys

Description: The Pre and Post Program Surveys will include questions about what affects parents' decisions to let children walk or bicycle to school, perceptions of safety related to walking or bicycling to school. Data will be collected and evaluated for any program accommodations necessary to address specific concerns.

Pre and Post Program Surveys will be distributed to all parents through school mail and through parent workshops with the assistance of PTA organizations. Room parents will be organized to follow up with each parent to return the Pre and Post Program Surveys. Pre and Post Program Surveys will be provided for posting on each of the school's websites.

Deliverable 2: Pre-Program Student Tallies and Post-Program Student Tallies

Description: Pre and post program student tallies will be distributed to teachers for administering to their students. Program staff will meet with teachers prior to distribution of the tallies to explain the important role the data collected will play in the Program. Data will be used to count the number of children traveling to and from school using different modes of travel, such as walking, bicycling, bus, and private vehicle. The primary goal of the tallies is to provide a means of identifying which modes of travel to target and gives a general understanding of the school travel environment. A secondary role of the tallies is the opportunity to involve the teachers initially in the program that generates ownership in the success of the program. Program Staff will collect the Pre and Post Program Hand Tallies from each school and compile data.

In addition to the Student Hand Tallies, teachers will be given surveys for their students to take. These surveys are geared to students in grades 3 to 8.

Deliverable 3: Monthly Surveillances

Description: Surveillances will be conducted monthly at each school site during drop-off and pick-up times. Data will be collected on modes of transportation used, use of infrastructure, safety behaviors and presence of a parent. At each of the schools, program staff will be on site to conduct surveillances at each designated school entrance and exit. Since programs are conducted monthly at each school, data will be compiled over the school year, which will provide a comprehensive and more accurate view of transportation choices and the trends throughout the program period. The on-site surveillances will be supplemented with written pre and post surveys and student hand tallies conducted at the beginning and end of the each school year. Bicycle and pedestrian collision data will be requested from the Long Beach Police Department for the area at the school and in the surrounding neighborhood.

Tentative Schedule: August 15, 2012 – August 14, 2014

Task 7: Encouragement

Deliverable: Develop and implement promotional activities, campaigns and incentives to encourage students to walk and/or bike to school. Participate in all campaigns and programs designated by the City. Provide materials, photos and videos to the City's website, blog, Facebook and twitter feeds. Provide calendar of scheduled events

Description: Safe Moves will develop a tool kit of activities to encourage walking and bicycling. The tool kit will include a calendar of activities with guidelines for a step-by-step implementation. Each activity will have templates for parent information, teacher information, student flyers, posters, media releases and community advisories. The tool kit will be formatted so that each school can include their own statistics and customize it with school

logos, photos and information.

The tool kit materials will highlight specific strategies that schools, families and communities can use to support all school and community based activities. The following outlines the monthly school activities:

October: Walk & Bike to School Day

November: Golden Sneaker Week

December: Walkin' Wednesdays & Bikin' Fridays

January: "Sole and Spoke" Days (middle schools)

March: Special Guest Speakers (Bicycle commuters, bicycle racers etc.)

April: Earth Day

May: Bike to School Week

June: Saturday Beach Day Ride

Weekly: Walking School Buses and Bicycle Trains

Monthly: Walkin' Wednesdays and Bikin' Fridays (elementary schools)

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. Each completed Travel Log Book with student's name, school and grade is entered into a drawing to win a bicycle and helmet. (Note: There will 10 bikes and helmets given away in the Travel Log Booklet Program. This is in addition to the 10 bikes and helmets given away at Family Bicycle Safety Rodeo conducted at each of the 10 designated schools.

To promote participation in the "Walk & Bike to School Day" events, the schools who participate will win one (1) bicycle and one (1) helmet (Bicycles and helmets are not funded by the Grant).

Safe Moves will work schools and community rodeos to provide approved photos and stories of the success of their programs to be featured City's website, blog, Facebook and twitter feeds.

Safe Moves will provide a program calendar on a monthly basis to be featured on City's website, blog, Facebook and twitter feeds.

Tentative Schedule: August 15, 2012 – August 14, 2014

Task 8: Enforcement

Deliverable: Review, understand and promote all city and state laws and incorporate into workshops and rodeos. Invite LBPDP to participate (meet and greet) school and community programs. Submit all Walking School Bus and Bike Routes to LPPD review and approval.

Description: Safe Moves will research all pertinent laws and ordinances on California Vehicle Codes as they pertain to bicyclists and pedestrians as well as the general traffic laws. Safe Moves will incorporate these laws and ordinances with any city-specific ordinances into lesson plans for workshops and rodeos. Safe Moves will submit to City Staff and Long Beach Police Department on the implementation of city and state laws into workshops and rodeos lesson plans.

Safe Moves will coordinate participation of Long Beach Police Department in workshops and rodeos.

A schedule of upcoming events will be submitted to LBPDP for review and possible participation. Safe Moves will request involvement in any events LBPDP are hosting in the community (open houses, safety days etc.)

Safe Moves will coordinate preliminary meetings with LBPDP regarding the Walking School Bus and Bicycle Train programs to discuss goals, objectives and selection of the routes as well as background checks of parent volunteers. When final routes for school sites are determined, Safe Moves will submit routes for final review and approval by Long Beach Police Department.

Tentative Schedule: August 15, 2012 – August 14, 2015

Task 9: Engineering

Deliverable: Review, understand and incorporate explanations of all capital improvements in all programs.

Description: Safe Moves will meet with City staff to review all capital improvements including bike boulevards,

separated bikeways, sharrows, bike lanes, street markings and signals around a two-mile radius of school sites. Safe Moves will produce printed material for distribution at workshops and rodeos as well as provide photos and explanations for postings on school websites.

Safe Moves will produce replicas of capital improvements to be incorporated into the rodeos so that students can visually understand their purpose and practice cycling on them, around them and through them. This component in the rodeo will enable students to be more familiar with the purpose of the capital improvement and understand how to be using them.

Tentative Schedule: August 15, 2012 – August 14, 2014

EXHIBIT "B"

Rates or Charges

Overhead Rate & Fee
 Proposal No.:PW12-033

City of Long Beach
 Safe Routes to School Education Program

TASKS/DELIVERABLES	Hourly Rates (Fully Burdened):	Pat Hines Project Manager	Judy Parr Project Assistant	Pamela Nye Bookkeeper	Jimmy Barneus Instructor	Jonathan Jones Instructor	Barbara Sheppard Project Coordinator	Eve Mazzara Marketing Coordinator	Deb Goodwin Promotion Coordinator	TOTAL HOURS	FEE ESTIMATE
Task 1: Start Up											
Finalize Work Plan & Schedule		40	15	15	0	0	35	20	20	145	\$ 17,530
		40	15	15	0	0	35	20	20	145	\$ 17,530
SUBTOTAL:		40	15	15	0	0	35	20	20	145	\$ 17,530
Task 2: Kick-Off Event											
Produce Kick-Off Event		38	15	10	10	10	20	15	15	133	\$ 16,030
		38	15	10	10	10	20	15	15	133	\$ 16,030
SUBTOTAL:		38	15	10	10	10	20	15	15	133	\$ 16,030
Task 3: Project Coordination											
On-going meetings, verbal and electronic communication		105	25	10	0	0	105	70	70	385	\$ 45,995
		105	25	10	0	0	105	70	70	385	\$ 45,995
SUBTOTAL:		105	25	10	0	0	105	70	70	385	\$ 45,995
Task 4: Project Management											
Supervise, Coordinate, Monitor all Tasks		130	70	12	0	0	100	15	15	342	\$ 41,734
		130	70	12	0	0	100	15	15	342	\$ 41,734
SUBTOTAL:		130	70	12	0	0	100	15	15	342	\$ 41,734
Task 5: Education											
a. Student Workshops		25	0	10	100	100	100	15	15	365	\$ 41,245
b. School Pedestrian & Bicycle Safety Rodeos		40	25	20	115	115	50	30	30	425	\$ 48,340
c. Walking School Busses and Bicycle Trains		55	30	10	100	100	120	40	40	495	\$ 56,303
d. "Walk & Bike to School Day" Events		20	30	10	15	15	15	45	45	195	\$ 22,070
e. Parent Workshops		15	14	10	20	20	20	4	4	107	\$ 12,375
f. Bike Rides		10	0	10	5	5	5	12	12	59	\$ 7,060
g. Community Family Safety Rodeos		25	10	15	130	130	50	15	15	390	\$ 44,005
h. Designated School Liaison		35	20	15	15	0	110	10	10	200	\$ 23,555
i. Train the Trainer		20	15	15	60	60	60	20	20	270	\$ 30,580
		245	144	115	545	545	530	191	191	2506	\$ 285,333
SUBTOTAL:		245	144	115	545	545	530	191	191	2506	\$ 285,333
Task 6: Program Evaluation											
Administer, Collection & Evaluation of Surveys & Data		20	20	10	60	60	60	0	0	230	\$ 26,020
		20	20	10	60	60	60	0	0	230	\$ 26,020
SUBTOTAL:		20	20	10	60	60	60	0	0	230	\$ 26,020
Task 7: Encouragement											
Develop - Implement Promotional Activities		40	10	10	30	30	40	10	10	180	\$ 21,320
		40	10	10	30	30	40	10	10	180	\$ 21,320
SUBTOTAL:		40	10	10	30	30	40	10	10	180	\$ 21,320
Task 8: Enforcement											
Incorporate Laws & LBPD in Program		50	15	14	0	0	0	0	0	79	\$ 10,598
		50	15	14	0	0	0	0	0	79	\$ 10,598
SUBTOTAL:		50	15	14	0	0	0	0	0	79	\$ 10,598
Task 9: Engineering											
Incorporate Capital Improvements in Program		40	20	20	0	0	0	0	0	80	\$ 10,440
		40	20	20	0	0	0	0	0	80	\$ 10,440
SUBTOTAL:		40	20	20	0	0	0	0	0	80	\$ 10,440
TOTAL HOURS		708	334	216	645	645	890	321	321	4080	\$ 475,000
TOTAL FEE AMOUNT		\$ 102,660	\$ 33,400	\$ 28,512	\$ 70,950	\$ 70,950	\$ 97,900	\$ 35,310	\$ 35,310	\$ 475,000	

FEE SCHEDULE NOTES:
 Hourly rates shown include all direct & indirect costs

EXHIBIT "C"

City's Representative:

Allen Crawford, Transportation Programs
Officer

(562) 570-6618

EXHIBIT “D”

Materials/Information Furnished: None