AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND SAFE MOVES, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Safe Moves, Inc., a California corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B1 – Schedule of Fees

Exhibit B2 – Fees by Task and Year

Exhibit C – Insurance Requirements

Exhibit D – Notice of Exercise of Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on November 16, 2022 and terminate on November 30, 2025.

B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to one (1) additional one-year term through November 30, 2026 ("Option Period"), subject to the appropriation of funds. See Exhibit D for Notice of Exercise to Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B1, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Six Hundred Thousand Dollars ($600,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant

agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, Consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works, Carol Shariat
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at cshariat@santaclaraca.gov

And to Consultant addressed as follows:

Pat Hines
Safe Moves
15500 Erwin Street #2457
Van Nuys, CA 91411
and by e-mail at phinesafety@aol.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Office of the City Attorney
City of Santa Clara

Dated: 11/21/2022

for Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SAFE MOVES, INC.
a California corporation

Dated: 11/10/2022

By (Signature): Pat Hines

Name: Pat Hines

Title: Founder/Executive Director

Principal Place of Business Address: 15500 Erwin Street, #2457
Van Nuys, CA 91411

Email Address: phinesafety@aol.com

Telephone: (408) 374-8991

Fax: N/A

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

This Scope of Services defines the services and responsibilities of Consultant to provide professional services continuation of the City's Safe Routes to School program.

In addition to this Exhibit A, the Consultant's proposal in response to SOQ #22-23-10 dated August 12, 2022 and Consultant's Best and Final Offer dated September 2, 2022 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. GENERAL

1.1. Consultant will provide professional services to implement Phase 3 of the City's Safe Routes to School (SRTS) program which encourages students to walk, bike, or scooter to and from school. Services will include education, encouragement, and evaluation aspects of the SRTS program. During Phase 3, additional schools will be added to the program and maps will be updated.

1.2. For Phase 3, the Consultant will provide services to expand the number of schools from the Santa Clara Unified School District (School District) participating in the City's existing program from twelve to seventeen. Services provided by Consultant will include developing SRTS maps, updating existing SRTS maps, outreach to schools, parents, Parent Teacher Associations (PTAs), neighbors, and students, and before and after surveys.

2. SCHOOLS

2.1. Phase 3 of the SRTS program will include the 12 schools already participating, plus five (5) additional schools as indicated in the table below. Phase 3 will continue through June 30, 2025.

Participating Schools in the SRTS Program	
Bowers Elementary	Hughes Elementary
Bracher Elementary	Montague Elementary
Briarwood Elementary	Scott Lane Elementary
Cabrillo Middle School	Sutter Elementary
Don Callejon (K-8)	Washington Elementary
Haman Elementary	Westwood Elementary
Additional Schools to Add to the SRTS Program	
Buchser Middle School	Milliken Elementary
Central Park Elementary	Pomeroy Elementary
Laurelwood Elementary	

2.2. In addition, Consultant shall review and be familiar with the following documents for successful completion of this project:

2.2.1. Pedestrian Master Plan - https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/pedestrian-master-plan
2.2.2. Bicycle Master Plan - https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/bicycle-master-plan-update-2018.
2.2.3. Safe Routes to School Phase 1 Final Report – City will provide
2.2.4. Safe Routes to School Phase 2 Final Report – City will provide

3. TASKS

3.1. The Consultant's general scope of work includes the implementation of the City's SRTS program; organize, facilitate, promote events and activities relating to the program and facilitate and document before and after surveys. The program must include the training of teachers/PTA/volunteers to continue the program beyond this third phase of the project.

3.2. TASK 1: PROJECT INITIATION/MANAGEMENT

Task 1.1 Project Kick-off Meeting:

3.2.1. Upon receipt of a written "Authorization to Procced" from the City, the City will hold a kick-off meeting with the Consultant team to review project scope, data requests, progress reports, deliverables, and timeline. City staff requires three (3) weeks for review and comment on administrative draft deliverables.

3.2.2. Consultant will provide an agenda for the project kick-off meeting with action items for review, and upon approval, distribute the final agenda.

3.2.3. Consultant will produce a short, informative PowerPoint to outline the work plan and strategies to be used to accomplish the project goals and objectives.

3.2.4. Consultant will provide a draft of the post-meeting notes, with action items, no later than seventy-two (72) hours after the meeting. A final draft will be provided within forty-eight (48) hours after receiving feedback from City project Manager.

Task 1.2 Staff Coordination with Consultant:

3.2.5. Biweekly face-to-face or conference call project team meetings with Consultant will be held to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget.

Task 1.3 Project Invoicing:

3.2.6. Consultant will prepare monthly invoices broken down by tasks with project reports that will be a concise summary status of activities and deliverables.

3.2.7. Monthly project report will document the program highlights, program activities, schedules of upcoming activities, certification forms documenting activities, meeting agendas and summary notes, photos/videos, copies of all collateral materials and copies of print and electronic media.

3.2.8. Monthly progress reports and invoices will be sent by the Consultant to the City Project Manager.

Task 1 Deliverables:

Task	Deliverable
1.1	Meeting agenda and minutes
1.2	Biweekly meeting agenda, minutes, and action items
1.3	Monthly progress reports and invoices

3.3. TASK 2: OUTREACH

Task 2.1 Website, Voicemail, and Email:

3.3.1. Website Production and Monitoring: Consultant will produce and monitor website and social media platform such as Facebook, Twitter, Instagram, Pinterest, YouTube and Vine. Consultant will:

3.3.1.1. Prepare an outline for relevant and timely social media updates and schedule of suggested social media posts, in coordination with the City Project Manager and Santa Clara Unified School District

3.3.1.2. Create social media platforms with unique names and hashtags for the campaign (for example, @SantaClara SRTS, #SantaClaraSRTS) and encourage followers to use the hashtags when sharing campaign messages.

3.3.1.3. Work with the City Project Manager to develop an editorial calendar to be posted on the City and School websites that will outline topics to be covered throughout the project term.

3.3.1.4. Will develop content for a quarterly electronic newsletter to be posted on school and City websites.

3.3.2. The goals of the website and social media are to:

3.3.2.1. Generate content to develop an online community with parents, teachers, school administrators, and neighboring residents and business

3.3.2.2. Generate participation of SRTS Pop-Up events

3.3.2.3. Calendar listing of school events

3.3.2.4. Encourage active transportation options

3.3.2.5. Provide an online open forum for conversation

3.3.2.6. Increase awareness of bicycle and pedestrian safety

3.3.3. Consultant will create a project phone number/hotline and email address for the public to leave comments regarding the project.

3.3.3.1. Consultant will monitor the phone line daily, and all calls will be answered within 48 hours. A summary of calls and comments will be included in the monthly reports.

3.3.3.2. Consultant will monitor emails and all emails will be answered within 48 hours.

Task 2.2 Event Advertisement:

3.3.4. Consultant will provide advertising material to promote events documented in Task 3 and 4 to students, parents, school staff and other stakeholders. Advertising material can include items such as flyers (digital), posters, press release for SRTS kick-off event, text for both school and City websites and principal emails. All text on flyers, posters, and school websites related to all the events/activities must be approved by School District before distribution.

3.3.5. As described in Tasks 3 and 4, the Consultant will conduct a total of 237 events/workshops over the three (3) year program period. The Consultant will prepare 237 digital flyers (one flyer for each event) to be posted on the Peachjar website/platform.

3.3.5.1. Press release/advertisement/text will need to be developed for all 237 events that will be posted on both the City's project website page and each school's webpage. Finally, a total of 1,422 posters (6 posters for each event) shall be prepared to be displayed on each school campus.

3.3.6. Below are the deliverables for Task 2.

Task	Deliverable
2.1	Project website, promotion materials
2.2	237 digital flyers 1,422 Posters

Task	Deliverable
	Press release/advertisement text all 237 events to be placed on all 17 school's webpages and City's website.

3.4. TASK 3: EDUCATION

Task 3.1 Safe Routes to School Maps:

3.4.1. Consultant will conduct a walk audit within a half-mile of Washington Elementary which was included in Phase 2 of the program, along with Laurelwood Elementary and Milliken Elementary schools which are included in this Phase 3 of the program, to determine the best walking and biking routes to the school. Based on the walk audit along with 5-year collision history and crime statistics, the Consultant shall develop a SRTS walking/biking map for both elementary schools. The map must show locations of stop sign and traffic signal controlled intersections, marked crosswalks, crossing guards, all existing signs and marking, and other features that would concert study safety when walking/biking to school. An electronic copy of the map will be provided to the schools.

3.4.2. Consultant will identify infrastructure deficiencies such as sidewalks, crosswalk treatments, signing and striping upgrades, signalization modification, and other physical improvements. An infrastructure deficiency inventory list and maps showing the location of the improvements for all three schools listed above, along with engineering cost estimates for the improvements shall be provided to the City.

3.4.3. Consultant will review all SRTS maps already produced for 14 schools and develop maps for Laurelwood Elementary, Milliken Elementary and Washington Elementary. Consultant will update the maps to reflect existing conditions and to modify SRTS maps if safer biking/walking routes are found. Consultant will also take into consideration the most recent five-year collision data and crime statistics while updating all the existing maps. An electronic copy of the updated maps will be provided to each of the schools.

Task 3.2 Bicycle and Pedestrian Student Skills Training Rodeos

3.4.4. Consultant will teach students how to safely bike, walk, or scooter to school while following all traffic laws. Consultant will conduct 51 bicycle and pedestrian student skills training called rodeos (one rodeo each year at each of the 17 schools specified in Section 2.1 herein) over the three-year program. The rodeos must be completed for each class and one grade at a time to accommodate the learning abilities of all the different ages of students. The Consultant will be at one school for eight hours for maximum efficiency to train all the students at each

school. A total of 51 bicycle and pedestrian student skills training courses will occur over the course of the three-year program.

3.4.5. Consultant will create a rodeo toolkit that can be used for the bicycle and pedestrian student skills training courses described above. This toolkit can then be used at all of schools every year of the program.

Task 3.3 Parent/Teacher/Coordinator Training Workshops

3.4.6. Consultant shall conduct 17 parent, teacher, and coordinator training workshops on how to continue the SRTS program after the completion of Phase 3. The workshops shall be conducted at each of the 17 schools during the three-year term of the program.

3.4.7. The workshop will include the following components:

3.4.7.1. The need, approach and benefits of bicycle and pedestrian safety education

3.4.7.2. Responsibilities of the SRTS volunteer (qualifications, screening, time commitment)

3.4.7.3. Teaching skills (Do's and Don'ts)

3.4.7.4. Understanding children's behaviors

3.4.7.5. Program Evaluation

3.4.7.6. Training techniques for bicycle and pedestrian safety

3.4.7.7. How to fit and adjust bicycles helmets

3.4.7.8. Bicycle Maintenance

3.4.7.9. Distribution of Handbook

3.4.8. A SRTS Toolkit that was developed in the last phase of the program will be used to train all those that may be involved in continuing the SRTS program. The Consultant will review the SRTS Toolkit and revise if necessary. The Toolkit will be used at the training workshops. Consultant will convert the SRTS toolkit to an on-line learning platform.

3.4.9. In addition to the basic tasks to sustaining the SRTS program, participants will be taught:

3.4.9.1. How to use the Safe Routes Toolkit

3.4.9.2. Safe places to ride and walk

3.4.9.3. Unsafe places to ride and walk

3.4.9.4. Explanation of traffic signs and signals

3.4.9.5. Rights and responsibilities of bicyclists and pedestrians

3.4.9.6. Helmet use (proper fit and adjustment)

3.4.9.7. Recognition and avoidance of common bicycle and pedestrian collisions

3.4.9.8. Explanation and demonstration of the role of crossing guards

3.4.9.9. Explanation/simulation of traffic environment (infrastructure)

3.4.9.10. Understanding of driver, bicyclist, and pedestrian behaviors

3.4.9.11. School transportation/traffic policies (pick-up and drop-off procedures)

3.4.9.12. Explanation of the school routes/neighborhood maps

3.4.9.13. Effects of bicycling and walking for a cleaner environment

3.4.9.14. Identification and avoidance of hot spots (crime, bullies, hazards, corners & crosswalks, truck traffic)

3.4.9.15. Explanation and promotion of Walking School Buses, Bicycle Trains, and scheduled encouragement programs

3.4.10. Below are the deliverables for Task 3.

Task	Deliverables
3.1	Draft Safe Routes to School Maps (17) Final Safe Routes to School Maps (17) Draft Infrastructure Deficiency List, Map, and Cost Estimates (3 schools) Final Infrastructure Deficiency List, Map, and Cost Estimates (3 schools)
3.2	Bicycle and Pedestrian Rodeos (51 events) Summary of Conducted Rodeos, including pictures (51 workshops) Rodeo Toolkit (1)
3.3	Parent/teacher/coordinator training workshops (17 workshops) Summary of Conducted Workshops, including pictures (17 workshops) Electronic copy of the revised Draft Safe Routes to School Toolkit Electronic copy of the revised Final Safe Routes to School Toolkit

3.5. TASK 4: ENCOURAGEMENT

Task 4.1 Kick-off Event

3.5.1. Consultant will conduct one SRTS kick-off event which will be conducted at one of the new participating schools. Consultant will coordinate with the School District to decide which school will host the kick-off event. Attendees at the event can include the Mayor, Councilmembers, motorcycle or bicycle Police Officers, Sharkie or 49ers mascot, etc. A press release will be conducted related to the event as well.

Task 4.2 Pop-Up Events

3.5.2. Consultant will conduct 15 SRTS pop-up events (five events per year). The pop-up events are recommended to be booths at City community events such as the Art &Wine Festival, Earth Day, Health Fair, and Back-to-school night. Walking and biking incentives can be given out at these events such as helmets, safety lights, and pedometers.

Task 4.3 Encouragement Events

3.5.3. Consultant will conduct 153 total events (three events each year at each of the 17 schools) over the three-year program. The events will promote and encourage walking and bicycling to school and can include helmet decorating contests, "walk and roll" Fridays, helmet fitting events, walking school buses, and bicycle trains. The walking school buses and bicycle trains will coincide with October's Walk to School Day and May's Bike to School Day, respectively. Consultant will set up a meeting between the school principals, school district representatives, and City representatives to plan all events/activities.

3.5.4. The City received a California Office of Traffic Safety grant where a portion of the grant must be used to purchase helmets. Consultant must purchase $5000 worth of helmets to give away at any of the education or encouragement events. In addition, Consultant will purchase another $5,000 worth of any of the following combined: bicycle lights, pedometers, rubber bracelets that have a safety message written across them or other safety devices to encourage safe walking and bicycling and can be handed out at all of the encouragement events/activities.

3.5.5. Below are the deliverables for Task 4.

Task	Deliverable
4.1	One (1) Kick-Off Event Meeting agenda, minutes, and action items for kick-off event (1 school) Draft Press Release

Task	Deliverable
	Final Press Release Summary of kick-off event, including pictures
4.2	Pop-up events (15 total events) Summary of each pop-up event, including pictures (15 total events)
4.3	Encouragement events (153 total events) Meeting agenda, minutes, and action items for each event (153 total activities/events) Summary of each encouragement event/activity, including pictures (153 total activities/events) $10,000 worth of bicycle helmets, lights, or other safety devices.

3.6. TASK 5: PROGRAM EVALUATION

Task 5.1 Surveys

3.6.1. Consultant will create, distribute, analyze, and tabulate parent surveys and in-class student hand tallies yearly at each of the schools using standard Federal SRTS forms to evaluate changes in behavior associated with the program and to establish a baseline and ongoing data. Consultant will distribute one hand tally per classroom for each round of surveying and work with the teachers so that they understand how to administer the survey. Parent surveys will be provided in English, Spanish, and Chinese as these are the three most spoken languages within Santa Clara. An online survey must also be created and placed on the project's webpage. Consultant will conduct one parent survey and student tally at the beginning of the school year and at the end of the school year for all three years of the program, a total of six (6) surveys/tallies.

3.6.2. Consultant will need to do a tally of students using helmets at the start of the project, in the first year of the program, and then again in September of 2023. Each tally will be done at all 17 schools in the program. Consultant will provide a short summary report of the results of both tallies to the City.

Task 5.2 Annual Reports and Evaluation Report

3.6.3. Consultant will produce an annual report to summarize the program activities including number of events held, number of participants, and results of the parent surveys and student tallies for each of the schools.

3.6.4. The annual report will include the following:

3.6.4.1. Program Highlights / Success Stories

3.6.4.2. Summary of Key Policies and Documents

3.6.4.3. Outline of Goals and Objectives

3.6.4.4. Milestones

3.6.4.5. School Databases

3.6.4.6. Summary of Program Activities

3.6.4.7. Certification Forms documenting activities

3.6.4.8. Milestones

3.6.4.9. Summary of helmet and safety equipment distribution

3.6.4.10. Copies of Meeting Agendas and Summary Notes

3.6.4.11. Photos/Videos of Educational and Encouragement Programs

3.6.4.12. Program Pre and Post Surveys (parent, student & helmet)

3.6.4.13. Copies of all Collateral Material and Promotional Material

3.6.4.14. Letters of Support/Appreciation

3.6.4.15. Results of Contests

3.6.4.16. Copies of Print and Electronic Media

3.6.4.17. Challenges - Barriers and how they were overcome

3.6.4.18. Next Steps/Strategies for Stakeholders

3.6.4.19. Directory of all Resource materials

3.6.4.20. Recommendations for future programming / sustainability

3.6.5. At the end of the project, the Consultant will produce a final program evaluation report for all three program years which should include recommendations, so the program continues and remains sustainable in the future. The final report will be submitted in the following formats:

3.6.5.1. Final PDF

3.6.5.2. Original Word

3.6.5.3. Five (5) bound copies

3.6.5.4. One (1) unbound hard copy

3.6.6. Below are the deliverables for Task 5.

Task	Deliverable
5.1	Draft Parent survey and student tally form (17 schools) Final Parent survey and student tally form (17 schools) Parent surveys and student tallies (6 total surveys/tallies at all 17 schools) Parent survey in English, Spanish, and Chinese

Task	Deliverable
	Students using helmet tally (2 total tallies at all 17 schools) Summary report of two helmet tallies
5.2	Three (3) annual reports (17 schools) One (1) program evaluation report

EXHIBIT B1
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Six Hundred Thousand Dollars ($600,000)**, during the three-year initial term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.

1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.

1.3. The compensation amount is specified below:

Table B1: Total Compensation

Description	Total
Total for All Tasks for Three Program Years (See B2 for Task Cost Breakdown by Year)	$568,384.75
Contingency (Shall be used only for additional scope.)	$31,615.25
TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$600,000.00**

2. FEES

2.1. The hourly rates for Consultant's Personnel are listed below in Table B2:

Table B2: Hourly Rates

Title	Personnel	Hourly Rate
Program Manager (Safe Moves)	Pat Hines	$127.02
Program Coordinator (Safe Moves)	Pamela Nye Pedersen	$46.22
Instructor (Safe Moves)	Quinn Danz	$36.98
Instructor (Safe Moves)	Will Mellon	$36.98
Instructor (Safe Moves)	Marni Spencer-Delvin	$36.98
Graphic and Social Media Coordinator (Safe Moves)	Eve Mazzara	$46.22

Title	Personnel	Hourly Rate
Program Manager (KOA)	Carlos Velasquez	$164.99
Associate Planner (KOA)	Alberto Salgado	$115.00
Associate Planner (KOA)	Sarai Osorio	$51.76

2.2. The City will pay the Consultant for each task based on the task breakdown specified in Exhibit B2.

3. PRICING

3.1. All hourly rates are fixed for the Initial Three-Year Term of the Agreement.

3.2. Contractor may request price adjustments after the initial three year term. Any price increases must be supported by a relevant industry specific index. Requests for increase must be fully documented by Contractor. Price adjustments are subject to City's approval.

4. INVOICING REQUIREMENTS

4.1. Consultant shall invoice the City on a monthly basis for services performed by Consultant during the preceding month and provide the invoice in a format approved by the City, including but not limited to the information listed under Section 4.3 below.

4.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.

4.3. Invoices shall include, at a minimum, the following:

4.3.1. Identify the task services were provided for;

4.3.2. Description of work performed;

4.3.3. Deliverables completed;

4.3.4. Amount for services provided by task;

4.3.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.

EXHIBIT B2

FEES BY TASK AND YEAR

1. The City will pay Consultant for Year 1 based on the fee breakdown below:

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
1	**PROJECT INITIATION**		
1.1	**Project Kick-Off Meeting - Meeting Agenda, Minutes, Action Items**		**$3,002.60**
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	10	
1.2	**Staff Coordination with Consultant - Biweekly Meetings**		**$12,472.60**
	- Pat Hines, Program Manager (Safe Moves)	80	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
1.3	**Project Invoicing - Monthly Progress Reports with Invoicing**		**$6,121.60**
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
	TOTAL FOR TASK 1	**240**	**$21,596.80**
2	**OUTREACH**		
2.1	**Website, Voicemail, and Email**		**$13,284.00**
	Produce and monitor website		$8,894.80
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	70	
	Establish and monitor phone lines/voicemails/emails		$4,389.20
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
2.2	**Event Advertisement**		**$17,211.00**
	Advertising/promotional materials		$9,240.60
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	50	
	85 event/workshops announcements posted & 508 posters printed/displayed		$7,970.40

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	50	
	TOTAL FOR TASK 2	**450**	**$30,495.00**
3	**EDUCATION**		
3.1	**Safe Routes to School Maps**		**$37,627.15**
	Walk Audits (3 Schools)		$15,005.05
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	15	
	- Quinn Danz, Instructor (Safe Moves)	25	
	- Will Mellon, Instructor (Safe Moves)	25	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	25	
	- Carlos Velasquez, Program Manager (KOA)	25	
	- Alberto Salgado, Associate Planner (KOA)	40	
	- Sarai Osorio, Associate Planner (KOA)	40	
	Infrastructure Deficiency Inventory List, Map & Costs		$9,993.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Carlos Velasquez, Program Manager (KOA)	15	
	- Alberto Salgado, Associate Planner (KOA)	35	
	- Sarai Osorio, Associate Planner (KOA)	35	
	Review/Revise School Maps (14 schools)		$12,628.40
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	10	
	- Will Mellon, Instructor (Safe Moves)	15	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	15	
	- Carlos Velasquez, Program Manager (KOA)	15	
	- Alberto Salgado, Associate Planner (KOA)	35	
	- Sarai Osorio, Associate Planner (KOA)	35	
3.2	**Bicycle and Pedestrian Student Skills Training Rodeos**		**$16,982.60**
	Bike, Scooter & Pedestrian Skill Trainings & Summary		$16,982.60
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Quinn Danz, Instructor (Safe Moves)	125	
	- Will Mellon, Instructor (Safe Moves)	125	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	Rodeo Toolkit (See pricing under Printing Year 1 Category and SRTS Toolkit under Task 3.3)		
3.3	**Parent/Teacher/Coordinator Training Workshops**		**$30,837.40**
	Workshops		$11,375.30
	- Pat Hines, Program Manager (Safe Moves)	75	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	SRTS Toolkit (1)		$12,070.30
	- Pat Hines, Program Manager (Safe Moves)	55	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	80	
	Workshop Content		$7,391.80
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	TOTAL FOR TASK 3	**1215**	**$85,447.15**
4	**ENCOURAGEMENT**		
4.1	**Kick-off Event (1)**		**$7,058.10**
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	10	
	- Will Mellon, Instructor (Safe Moves)	10	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	10	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	35	
4.2	**Pop-Up Events (2)**		**$13,053.50**
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	50	
4.3	**Encouragement Events**		**$35,037.90**
	Walking, scooter riding and bicycle riding encouragement events (51)		$28,072.20
	- Pat Hines, Program Manager (Safe Moves)	90	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	60	
	- Quinn Danz, Instructor (Safe Moves)	100	
	- Will Mellon, Instructor (Safe Moves)	100	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	60	
	OTS funded helmets and safety equipment		$6,965.70
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	TOTAL FOR TASK 4	**965**	**$55,149.50**
5	**PROGRAM EVALUATION**		
5.1	**Surveys**		**$24,745.90**
	Pre and Post Parent Surveys and Student Tallies		$9,033.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	OTS Pre and Post Helmet Surveys (17 Schools)		$15,712.20
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
5.2	**(1) Annual Report (17 Schools)**		**$5,486.50**
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	TOTAL FOR TASK 5	**540**	**$30,232.40**

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	TOTAL FOR ALL TASKS		**$222,920.85**
Printing			
Rodeo Flyer & Permission Form for 17 Rodeos			$ 1,500.00
SRTS Toolkit (Guide)			$ 2,500.00
508 Posters			$ 1,200.00
Safety Tips for Students & Parents			$ 2,500.00
51 Encouragement Event Flyers			$ 2,300.00
	TOTAL FOR PRINTING		**$ 10,000.00**
EQUIPMENT (PURCHASED FIRST YEAR FOR ALL 3 YEARS)			
714 OTS Funded Helmets @ $7.00 per helmet (includes tax & handling)			$ 5,000.00
2,500 Pedometers @ $1.00 per pedometer (includes tax & handling)			$ 2,500.00
300 Front/Rear Bike Lights @ $8.30 per light (includes tax & handling)			$ 2,490.00
	TOTAL FOR EQUIPMENT		**$ 9,990.00**
	YEAR 1 TOTAL		**$242,910.85**

2. The City will pay Consultant for Year 2 based on the fee breakdown below:

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
1	**PROJECT INITIATION**		
1.1	**Project Kick-Off Meeting - Meeting Agenda, Minutes, Action Items**		**$3,002.60**
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	10	
1.2	**Staff Coordination with Consultant - Biweekly Meetings**		**$12,472.60**
	- Pat Hines, Program Manager (Safe Moves)	80	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
1.3	**Project Invoicing - Monthly Progress Reports with Invoicing**		**$6,121.60**
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
	TOTAL FOR TASK 1	**240**	**$21,596.80**
2	**OUTREACH**		
2.1	**Website, Voicemail, and Email**		**$11,897.40**
	Produce and monitor website		$7,508.20
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	Establish and monitor phone lines/voicemails/emails		$4,389.20
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
2.2	**Event Advertisement**		**$15,362.20**
	Advertising/promotional materials		$8,316.20
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	85 event/workshops announcements posted & 508 posters printed/displayed		$7,046.00
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	TOTAL FOR TASK 2	**380**	**$27,259.60**
3	**EDUCATION**		
3.1	**Safe Routes to School Maps**		**$14,494.50**
	Walk Audits (3 Schools)		$5,717.80
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	15	
	- Quinn Danz, Instructor (Safe Moves)	25	
	- Will Mellon, Instructor (Safe Moves)	25	
	Infrastructure Deficiency Inventory List, Map & Costs		$3,810.60
	- Pat Hines, Program Manager (Safe Moves)	30	
	Review/Revise School Maps (14 schools)		$4,966.10
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
3.2	**Bicycle and Pedestrian Student Skills Training Rodeos**		**$16,982.60**
	Bike, Scooter & Pedestrian Skill Trainings & Summary		$16,982.60
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Quinn Danz, Instructor (Safe Moves)	125	
	- Will Mellon, Instructor (Safe Moves)	125	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	Rodeo Toolkit (Developed in Year 1)		N/A
3.3	**Parent/Teacher/Coordinator Training Workshops**		**$18,767.10**
	Workshops		$11,375.30
	- Pat Hines, Program Manager (Safe Moves)	75	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	SRTS Toolkit (1) (Developed in Year 1)		N/A
	Workshop Content		$7,391.80
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	TOTAL FOR TASK 3	**710**	**$50,244.20**
4	**ENCOURAGEMENT**		
4.1	**Kick-off Event (1) NONE**		**N/A**
4.2	**Pop-Up Events (5)**		**$13,053.50**
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	50	
4.3	**Encouragement Events**		**$27,147.80**
	Walking, scooter riding and bicycle riding encouragement events (51)		$27,147.80
	- Pat Hines, Program Manager (Safe Moves)	90	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	60	
	- Quinn Danz, Instructor (Safe Moves)	100	
	- Will Mellon, Instructor (Safe Moves)	100	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	OTS funded helmets and safety equipment (Purchased in year 1)		N/A
	TOTAL FOR TASK 4	**715**	**$40,201.30**
5	**PROGRAM EVALUATON**		
5.1	**Surveys**		**$9,033.70**

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	Pre and Post Parent Surveys and Student Tallies		$9,033.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	OTS Pre and Post Helmet Surveys (17 Schools)		N/A
5.2	**(1) Annual Report (17 Schools)**		**$5,486.50**
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	TOTAL FOR TASK 5	**230**	**$14,520.20**
	TOTAL FOR ALL TASKS		**$153,822.10**
Printing			
Rodeo Flyer & Permission Form for 17 Rodeos			$ 1,500.00
508 Posters			$ 1,200.00
Safety Tips for Students & Parents			$ 2,500.00
51 Encouragement Event Flyers			$ 2,300.00
	TOTAL FOR PRINTING		**$ 7,500.00**
	YEAR 2 TOTAL		**$161,322.10**

3. The City will pay Consultant for Year 3 based on the fee breakdown below:

TASK #	DESCRIPTION	BUDGETED HOURS	Total
1	**PROJECT INITIATON**		
1.1	**Project Kick-Off Meeting - Meeting Agenda, Minutes, Action Items**		$3,002.60
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	10	
1.2	**Staff Coordination with Consultant - Biweekly Meetings**		$12,472.60
	- Pat Hines, Program Manager (Safe Moves)	80	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
1.3	**Project Invoicing - Monthly Progress Reports with Invoicing**		$6,121.60

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
	TOTAL FOR TASK 1	**240**	**$21,596.80**
2	**OUTREACH**		
2.1	**Website, Voicemail, and Email**		**$11,897.40**
	Produce and monitor website		$7,508.20
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	Establish and monitor phone lines/voicemails/emails		$4,389.20
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
2.2	**Event Advertisement**		**$15,362.20**
	Advertising/promotional materials		$8,316.20
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	85 event/workshops announcements posted & 508 posters printed/displayed		$7,046.00
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	TOTAL FOR TASK 2	**380**	**$27,259.60**
3	**EDUCATION**		
3.1	**Safe Routes to School Maps**		**$14,494.50**
	Walk Audits (3 Schools)		$5,717.80
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	15	
	- Quinn Danz, Instructor (Safe Moves)	25	
	- Will Mellon, Instructor (Safe Moves)	25	
	Infrastructure Deficiency Inventory List, Map & Costs		$3,810.60
	- Pat Hines, Program Manager (Safe Moves)	30	

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	Review/Revise School Maps (14 schools)		$4,966.10
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
3.2	**Bicycle and Pedestrian Student Skills Training Rodeos**		**$16,982.60**
	Bike, Scooter & Pedestrian Skill Trainings & Summary		$16,982.60
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Quinn Danz, Instructor (Safe Moves)	125	
	- Will Mellon, Instructor (Safe Moves)	125	
	Rodeo Toolkit (Developed in Year 1)		N/A
3.3	**Parent/Teacher/Coordinator Training Workshops**		**$18,767.10**
	Workshops		$11,375.30
	- Pat Hines, Program Manager (Safe Moves)	75	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	SRTS Toolkit (1) (Developed in Year 1)		N/A
	Workshop Content		$7,391.80
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	TOTAL FOR TASK 3	**710**	**$50,244.20**
4	**ENCOURAGEMENT**		
4.1	**Kick-off Event (1) NONE**		**N/A**
4.2	**Pop-Up Events (5)**		**$13,053.50**
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	50	
4.3	**Encouragement Events**		**$27,147.80**
	Walking, scooter riding and bicycle riding encouragement events (51)		$27,147.80
	- Pat Hines, Program Manager (Safe Moves)	90	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	60	

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	- Quinn Danz, Instructor (Safe Moves)	100	
	- Will Mellon, Instructor (Safe Moves)	100	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	OTS funded helmets and safety equipment (Purchased in year 1)		N/A
	TOTAL FOR TASK 4	**715**	**$40,201.30**
5	**PRORGRAM EVALUATION**		
5.1	**Surveys**		**$9,033.70**
	Pre and Post Parent Surveys and Student Tallies		$9,033.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	OTS Pre and Post Helmet Surveys (17 Schools)		N/A
5.2	**(1) Annual Report (17 Schools) & Program Evaluation Report (17 Schools)**		**$8,316.20**
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	TOTAL FOR TASK 5	**265**	**$17,349.90**
	TOTAL FOR ALL TASKS		**$156,651.80**
Printing			
Rodeo Flyer & Permission Form for 17 Rodeos			$ 1,500.00
508 Posters			$ 1,200.00
Safety Tips for Students & Parents			$ 2,500.00
51 Encouragement Event Flyers			$ 2,300.00
	TOTAL FOR PRINTING		**$ 7,500.00**
	YEAR 3 TOTAL		**$164,151.80**

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Department of Public Works
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

Pursuant to Section __ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated:

Approved as to Form:

Office of the City Attorney
City of Santa Clara

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

22-1190 **Agenda Date: 11/15/2022**

REPORT TO COUNCIL

SUBJECT
Action on a Professional Services Agreement with Safe Moves, Inc. for the Safe Routes to School Project

COUNCIL PILLAR
Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND
Since 2011, the City has completed two phases of the Safe Routes to School program (SRTS Program), which encourages students to walk, bike, or scooter to and from school through various educational activities. The SRTS Program was facilitated through a collaborative effort with the Santa Clara Unified School District (SCUSD) that includes classroom education, after school skills training, encouragement activities and events, and the creation of maps. The program has been well received and aims to increase the number of students walking and biking to the participating schools. Together staff and the SCUSD have selected 17 schools to participate in Phase 3 of the SRTS Program.

Funding for the SRTS Program was previously received through a Vehicle Emissions Reductions Based at Schools (VERBS) grant; however, VERBS grant funds are no longer available. Staff confirmed with the Santa Clara Valley Transportation Authority (VTA) that funds received from the 2016 Measure B Bicycle & Pedestrian Education and Encouragement Program are eligible to use on the SRTS Program.

On June 9, 2020, the City Council approved and authorized the City Manager to execute an agreement with the VTA to receive funds from the 2016 Measure B Bicycle & Pedestrian Education and Encouragement Program (Agenda Item 3.E.). This program covers three main categories: 1) activities and the development and distribution of materials that are designed and intended to promote, educate, and/or encourage safe walking or bicycling for residents or visitors of all ages and abilities, 2) communication to residents and visitors about the benefits of walking and bicycling, and 3) communication to school children, residents, and visitors about the rights and responsibilities of pedestrians, bicyclists, and motorists.

DISCUSSION
Pursuant to the City Code, a formal Request for Proposals (RFP) was conducted as the solicitation method for this procurement, with the award recommendation based on "best value."

The City published an RFP for professional services for Phase 3 of the SRTS Program on July 15, 2022 using the City's e-procurement platform. The City received one proposal from Safe Moves, Inc. (Safe Moves) which was thoroughly reviewed and evaluated by staff who determined that their proposal satisfied all the RFP requirements. The City elected to conduct a Best and Final Offer

(BAFO) to memorialize clarifications and provide a final opportunity for Safe Moves to revise their cost proposal.

Staff recommends awarding the agreement to Safe Moves for having submitted the sole responsive proposal. Safe Moves assisted the City with Phase 2 of the SRTS Program and also has extensive experience completing SRTS Program activities for other municipalities.

Under the agreement, Safe Moves will provide professional services to assist the City with the education, encouragement, and evaluation aspects of the SRTS Program. Compensation will be fixed for the initial three-year term of the agreement and will be paid on an hourly basis with not-to-exceed limits. In addition to the initial term, there is one one-year option to extend the term of the agreement for a total of four years, assuming the option is exercised.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The proposed agreement is for a total not-to-exceed amount of $600,000. This amount includes $568,384.75 for basic services and a contingency of $31,615.25 for potential additional services needed throughout the three-year project. Funds for the agreement are available in the Safe Routes to School Project (CIP 1376) in the Streets and Highways Capital Fund.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute a professional services Agreement with Safe Moves, Inc. for the Safe Routes to School Program for an initial three-year term with maximum compensation not-to-exceed $600,000;
2. Authorize the City Manager to make minor modifications to the Agreement and execute a one-year option to extend the agreement after the initial term, subject to the appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Agreement with Safe Moves, Inc.