

**AGREEMENT TO PROVIDE BICYCLE AND  
PEDESTRIAN SAFETY OUTREACH SERVICES**

THIS AGREEMENT is made and entered into this 19th day of October, 2021, by and between Charitable Ventures of Orange County, Inc., as fiscal sponsor for Santa Ana Active Streets (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. The Santa Ana Public Works Agency has been awarded a \$100,000 grant from the State of California Office of Traffic Safety (OTS) for a program to address bicycle and pedestrian safety through a series of bicycle safety education workshops and events. The goal of the program is to reduce the number of persons killed or injured in collisions involving bicycles.
- B. The City desires to retain a consultant to provide such a program.
- C. Consultant represents that it is able and willing to provide such services to the City.
- D. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall provide bicycle and pedestrian safety education services that are described in **Exhibit A** to this Agreement and incorporated by reference as though fully set forth herein. Consultant may provide such services through the community-based coalition known as “Santa Ana Active Streets” (SAAS).

**2. COMPENSATION**

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services, the rates and charges identified in **Exhibit B**. The total sum to be expended under this Agreement shall not exceed \$100,000.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

**3. TERM**

The term of this Agreement shall commence on the date stated above and continue through October 31, 2022, unless earlier terminated as set forth in Section 14, below.

**4. INDEPENDENT CONTRACTOR**

Consultant shall during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the manner in which Consultant performs the services required by this Agreement. However, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's Social Security taxes, unemployment insurance, and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

**5. OWNERSHIP OF REPORTS AND DOCUMENTS**

Upon completion of all work under this Agreement, ownership and title to all reports, documents, tracings, plans, specifications, estimates and maps prepared or obtained under the terms of this Agreement shall be delivered to, and become the property of City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained pursuant to this Agreement shall be made available upon request of the City without restriction or limitation on their use. Consultant shall furnish the City all necessary copies of data needed to complete the review and approval process.

**6. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

**7. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**8. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**9. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law or in connection with any activities under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

**10. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services.

**11. INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- 1) Commercial General Liability (“CGL”) Insurance- Insurance Services Officer Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 2) Automobile Liability Insurance- Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
  - 3) Sexual Abuse or Molestation (SAM) Liability: If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
  - 4) Workers' Compensation Insurance- as required by the State of California, with statutory limits and employer's liability insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease.
  - 5) Professional Liability Insurance (Errors and Omissions)- Consultant will maintain professional liability insurance appropriate to their profession with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
- A. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage, shall be available to the City.
- B. The insurance policies required by this Agreement are to contain, or be endorsed to contain, the following provisions:
- 1) Additional Insured Status- the City, its officers, officials, employees and volunteers shall be covered as additional insureds on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used.)
  - 2) Primary Coverage- for an claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance and primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute to it.
  - 3) Notice of Cancellation- Each insurance policy required above shall state that coverage shall not be cancelled except with notice to the City.
  - 4) Waiver of Subrogation- Consultant hereby grants to City a waiver of any right to subrogation, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver

of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- 5) Self-Insured Retentions- Self-insured retentions must be declared and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the names insured or the City.
- 6) Acceptability of Insurers- Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- 7) Claims Made Policies- If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the agreement of the beginning of the agreement work;
  - ii. Insurance must be maintained and evidence of insurance provided for at least five (5) years after completion of work under this agreement;
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of agreement work.
- 8) Verification of Coverage- Consultant shall furnish to City with original certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effective coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 9) Subcontractors- Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein. Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
- 10) Special Risks or Circumstances- City reserves the right to modify these requirements, including limits, based upon the nature of the risk, prior experience, insurer, coverage or other special circumstances.

## **12. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the operations of the Consultant or its Consultants, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **13. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988

Copies to: Public Works Agency -Executive Director  
City Hall -Ross Annex -4th Floor  
20 Civic Center Plaza (M-21)  
Santa Ana, California 92702

Consultant: Charitable Ventures of Orange County  
1505 E. 17th Street, Suite 101  
Santa Ana, CA 92705

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

#### **14. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **15. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

- a. Consultant shall perform all requirements under this Agreement in strict observance and in compliance with all applicable environmental, traffic, safety and any other laws, regulations, ordinances, codes and any other legislative or statutory requirements.
- b. Consultant warrants that the performance of services under this Agreement shall be compliant with the current requirements of the Highway Safety Grant Management Manual and as it may be amended or updated throughout the term of this Agreement.
- c. During the performance of this contract/funding agreement, the Consultant agrees and will ask any subcontracts to agree in writing that-
  - (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
  - (2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
  - (3) To permit access to its books, records, accounts other sources of

information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

(4) That in the event Consultant fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Consultant under the contract/agreement until the Consultant complies; and/or canceling, terminating or suspending a contract or funding agreement, in whole or in part.

- d. Consultant certifies that it shall comply with the following regulations, as required by the State of California Office of Traffic Safety:
- e. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the City, the grant agency and/or their duly authorized representatives for a period of four (4) years from the termination of this Agreement. For a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later, Consultant shall preserve and maintain all documents, papers and records relevant to the services provided in accordance with this Agreement, including the Attachments hereto. For the same time period, Consultant shall make said documents, papers and records available to City and the agency from which City received grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of Consultant, upon request during usual working hours.
- f. Certification Regarding Federal Lobbying-
  - (1) Consultant certifies that no federal appropriated funds will be paid, by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer of employee of Congress or any employee of a Member of Congress, in connection with the awarding of any Federal contract, the making on any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influences an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) Consultant shall requires that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- g. Restriction on State Lobbying- None of the funds under this Agreement will be used for any activity specifically designated to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g. grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials in accordance with custom State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- h. Consultant shall provide to City all records and information requested by City for inclusion in quarterly reports and such other reports or records as City may be required to provide to the agency from which City received grant funds or other persons or agencies.
- i. Section 504 of the Rehabilitation Act of 1973 - All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The Consultant agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its contractors, subcontractors, assignees or successors.
- j. Americans with Disabilities Act of 1990 - (ADA) Consultant must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
- k. Political Activity - None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate

for public office, or otherwise in violation of the provisions of the "Hatch Act".

- l. Civil Rights Compliance and Notification of Findings - Consultant, and all its contractors (or sub-recipients) will comply with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Consultant makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Consultant will forward a copy of the findings to the City which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- m. Consultant, and all its contractors (or sub-recipients) will comply with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.
- n. Consultant, and all its contractors (or sub-recipients) will comply with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.
- o. Consultant, and all its contractors (or sub-recipients) will comply with all requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.
- p. Consultant, and all its contractors (or sub-recipients) will comply with all requirements of Sections 103 and 107 of the Contract Work and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.
- q. Consultant, and all its contractors (or sub-recipients) will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15), as applicable.

- r. Consultant, and all its contractors (or sub-recipients) will comply with all requirements of the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995), as applicable.
- s. Consultant, and all its contractors (or sub-recipients) will comply with all requirements of the Department of Housing and Urban Development, Community Development Block Grant Regulatory Code 24 CFR Part 570.
- t. Consultant agrees that the State of California Office of Traffic Safety shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement.
- u. Consultant may not copyright any books, publications or other materials developed in the course of or under this Agreement. The federal awarding agency, State Administrative Agency (SAA) and City reserve any rights to copyright, reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA or City purpose any work developed through this Agreement.
- v. Consultant is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from participation in this Agreement.

## **16. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter therein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

## **17. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

**18. JURISDICTION-VENUE**

This Agreement has been executed and delivered in the State of California and the validity, Interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**19. FINES**

The Consultant shall be liable for all violation fines levied against the City by federal, state, or local agencies with regulatory authority related to Consultant provided services.

**20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Attachments referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**APPROVED AS TO FORM:**  
SONIA R. CARVALHO  
City Attorney

By: Laura A. Rossini  
Laura A. Rossini  
Chief Assistant City Attorney

[Signatures continue on the next page]

**RECOMMENDED FOR APPROVAL:**

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NABIL SABA, PE  
Executive Director  
Public Works Agency

**CONSULTANT**



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NAME: Ted Kim  
TITLE: COO

# Exhibit A

## City of Santa Ana – Pedestrian and Bicycle Safety Program – Scope of Work

**Task 1: Pedestrian and Bicycle Safety Education Workshops and Classes to help support increased knowledge and understanding of safety. Workshop and classes may be in-person or virtual to account for applicable health and safety restrictions.**

**Task 1a: Conduct Four (4) Bicycling Basics Classes in the City of Santa Ana. At least two (2) of these classes will be taught in Spanish.**

Bicycling Basics classes are geared towards new riders to teach them basic skills and give them the confidence to begin riding a bicycle. All classes will be taught by trained League Cycling Instructors (LCIs). The target students are people who have never ridden before and/or who have not ridden since childhood. The class is designed to increase bicyclist's safety awareness of common car/bike collisions, teach ways to prevent and avoid crashes and collisions, and emphasize the importance of helmet use when riding a bicycle. This class covers bicyclist rules of the road, basic principles of bicycling in traffic, common hazards encountered by bicyclists and how to deal with them, simple steps to ensure your bike is in good condition, and proper helmet fit and adjustment. Each participant will receive a certificate of completion upon mastering the course.

### **Task 1a Deliverables:**

- Four (4) Bicycling Basics Classes. At least two (2) class will be taught in Spanish.
- Sign-in sheets and surveys collected from participants

**Task 1b: Conduct Four (4) Wrench and Ride programs in the City of Santa Ana. At classes will be taught in English or Spanish, with Vietnamese as needed**

Wrench and Ride is a program hosted at The Bicycle Tree in which participants learn about bicycle anatomy, bike safety, and maintenance. As part of the program, people select a used bike, which they then repair using the skills they have learned. Participants also receive a helmet, lock, and lights to go with their bike.

In addition to attending the Wrench and Ride classes, participants are required to take an ATLP Pledge, attend two ATLP presentations or workshops, and volunteer four hours at an ATLP event. There will be a wrench and ride offered to women, and one offered for youth.

### **Task 1b Deliverables:**

- Four (4) Wrench and Ride Programs
- Sign-in sheet and surveys collected from participants

**Task 1c: Host one (1) Build Your Own Skateboard education workshops**

Skateboarding is a popular form of transportation, especially amongst the youth population in Santa Ana. The target students are people who have never skated before, who have not ridden since childhood, and/or who have limited experience but lack the financial means to obtain a skateboard. The one day workshop is designed to increase skateboarders safety awareness of common car/skate collisions, teach ways to prevent and avoid crashes and collisions, and emphasize the importance of helmet use when riding a skateboard. This workshop will teach participants about the individual skateboard parts, how they work together; how to skate safely and confidently throughout the city, and end with a group skate on the sidewalk or street. The build a

## Exhibit A

skateboard workshop will be two hours long where they will put together a blank skate deck with all its components. The safety class will cover skating rules of the road, basic principles of bicycling on the street and on the sidewalk, common hazards encountered by skateboarders and how to deal with them, simple steps to ensure your skateboard is in good condition, and proper helmet fit and adjustment. Each participant will receive a certificate of completion upon mastering the course and completion of a skateboard build.

### Task 1c Deliverables:

- Host One (1) Build Your Own Skateboard workshops (flyer with date, time, and location (virtual or in-person); One workshop will be for youth, one will be for female, queer and nonbinary folks
- Host 1 Skateboard Safety Workshops
- Host 1 Group Skate Rides
- Sign-in sheets
- <https://drive.google.com/drive/u/0/folders/104rZel6I-TYymBBottlqdYcnvmjoBsjW>

### Task 1d: Organize and Host a League Cycling Instructor (LCI) Certification Seminar

SAAS will work with the City and the League of American Bicyclists (LAB) to schedule and host an LCI Certification Seminar to train and certify at least 12 and up to 15 community members as League Cycling Instructors (LCIs). The seminar will take place prior to the final month of the grant cycle to provide continuity of the bicycle education program in Santa Ana. SAAS has several affiliated LCIs to assist with the implementation of the seminar.

SAAS staff will coordinate logistics, such as finding an indoor meeting/classroom space, promote the seminar to interested individuals, and remain in contact with the LCI Coach. Priority for acceptance into the seminar will be given to participants of this project's TS-101 classes held earlier in the year who are also committed to making cycling safe and accessible in Santa Ana. SAAS will coordinate proper payment of the LAB and the Master Instructor.

### Task 1d Deliverable:

- One (1) League Cycling Instructor Training Seminar

**Task 2: Active Transportation Champions Cohort: Plan and deliver meetings, trainings, and a community roundtable to cultivate a cohort of 10-20 residents who will identify and develop pedestrian and bicycle safety education, encouragement, and engagement activities to strengthen and advance the City's existing pedestrian and bicycle safety infrastructure improvements and non-infrastructure strategies. Cohort activities may be in-person or virtual to account for applicable health and safety restrictions.**

SAAS will coordinate and facilitate a series of community meetings for participants to identify education, encouragement, and engagement activities that would help inform and advance the City's pedestrian and bicycle safety improvement efforts. Community workshops will include one (1) community-led walking and biking assessments or collection of pedestrian/bicycle counts; two (2) action planning sessions where participants will identify their desired infrastructure and non-infrastructure solutions to address their pedestrian and bicycle safety concerns; two (2) stakeholder engagement meetings with key city stakeholders responsible for traffic safety improvements where participants will share their active transportation experiences, concerns, and needs; one (1) photo/voice and video voice training and project.; and one (1) community roundtable where

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participants will share/present what they've learned in the program to their fellow residents and city staff;.

**Task 2a: Walking and Biking Assessment** - Organize one (1) community-led walking and biking assessment or collection of pedestrian/bicycle counts.

**Task 2b: Action Planning Sessions** - Conduct two (2) action planning sessions. Workshops will focus on quantitative and/or qualitative data collection and collision data analysis for walking and biking.

**Task 2c: Stakeholder Engagement Meetings** - Conduct two (2) stakeholder engagement meetings. Engagement meetings with key city stakeholders responsible for traffic safety improvements where participants will share their active transportation experiences, concerns, and needs.

**Task 2d: Photo/Video Voice** - Conduct one (1) photo/voice and video voice training and project.

**Task 2e: Community Roundtable** - Host one (1) community round table. The community open house where participants will share/present what they've learned in the program to their fellow residents and city staff. .

**Task 3: Provide community encouragement activities to support increased use of walking and biking in the City of Santa Ana. Community encouragement activities may be in-person or virtual to account for applicable health and safety restrictions.**

**Task 3a: Conduct four (4) family cycling education classes in the City of Santa Ana. At least two (2) of these classes will be available in Spanish.**

The class will merge the traditional Traffic Skills curriculum developed by the League of American Bicyclists with the basic skills taught to youth in a bike rodeo. The target population for students is families that seek to ride as a family and give them the confidence to begin riding a bicycle together. Riders will learn the rules of the road for entering traffic at intersections and riding in the street. The class is designed to increase bicyclist's safety awareness of common car/bike collisions, teach ways to prevent and avoid crashes and collisions, and emphasize the importance of helmet use when riding a bicycle. Each participant will receive a certificate of completion upon mastering the course. The on-bike training will consist of a family group riding exercise where participants will have the opportunity to test their new skills in a fun, safe, and family-friendly setting.

Following each class surveys will be conducted to collect comments and ideas from both students and instructors to improve and expand future classes.

### **Task 3a Deliverable:**

- Four (4) family cycling education classes (Flyer with date and time)
- Sign-in sheets

**Task 3b: Conduct four (4) ¡Luces Vivas! Events to help encourage and provide education for walking and riding safely at night.**

¡Luces Vivas! is an education and night light distribution program intended to provide education and encouragement for riding bikes and walking in Santa Ana safely at night. Our goal is to seek

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out people riding or walking without lights for various reasons, especially those who may not have the means or time to acquire lights on their own.

SAAS and community partners will organize ¡Luces Vivas! to meet for four (4) street distributions at undisclosed locations throughout Santa Ana where night-time bicycle ridership and pedestrian activity is expected to be high and where the City has seen a history of incidents involving bicyclists and pedestrians at night. ¡Luces Vivas! members will provide bilingual education and encouragement activities to support the safety of pedestrians and bicyclists. Additionally, cyclists who are not wearing helmets will be fitted and provided a helmet.

SAAS will be responsible for procuring front and rear bike lights and bike helmets that meet the OTS Buy America requirements. The number of units are reflected in the agreed upon budget. It is expected that 75-120 light sets, reflective vests, and/or helmets will be distributed at each event, depending on expected bicyclist and pedestrian volume. Our goal will be to distribute all the lights and helmets allocated for each event.

### **Task 3b Deliverable:**

- Four (4) ¡Luces Vivas! Events (Flyer with date and time)

### **Task 3c Conduct two (2) Pedestrian and Bicycle Traffic Safety Fairs**

SAAS will conduct two (2) pedestrian and bicycle traffic safety fairs. Each Traffic Safety Fair will teach participants how to safely, efficiently, and confidently interact with the roadway and traffic. These traffic safety fairs will cover everything from using the different intersection devices, bicycling in the roadway, bicycle safety inspections, and helmet fit. SAAS will use a combination of traffic simulations and hands-on training to teach participants how to make safe decisions while walking or riding within the roadway. SAAS will coordinate the execution of these events in appropriate areas of local public parks and/or school grounds. Age-appropriate bicycles will be made available for youth that do not have their bicycle with them. Students that complete both the pedestrian and bicycle section will receive a free helmet and lights.

### **Task 3c Deliverable:**

- **Two (2) Pedestrian and Bicycle Traffic Safety Fairs**

## EXHIBIT B

<b>Task #</b>	<b>Task Item</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1a	Bici Basics	4	\$4,100.00	\$16,400.00
1b	Wrench and Ride Program	4	\$4,800.00	\$19,200.00
1c	Skateboard Education Workshops	1	\$7,500.00	\$7,500.00
1d	LCI Seminar	1	\$5,800.00	\$5,800.00
2a	Walking and Bike Assessment	1	\$2,000.00	\$2,000.00
2b	Action Planning Sessions	2	\$1,600.00	\$3,200.00
2c	Stakeholder Engagement Meetings	2	\$1,700.00	\$3,400.00
2d	Photo/Video Voice Project	1	\$4,300.00	\$4,300.00
2e	Community Roundtable	1	\$2,100.00	\$2,100.00
3a	Family Cycling Education Classes	4	\$3,000.00	\$12,000.00
3b	Luces Vivas Events (Helmet and Light Distribution)	4	\$2,400.00	\$9,600.00
3c	Traffic Safety Fairs	2	\$2,400.00	\$4,800.00
<i>Materials</i>	Bicycle Helmets	455	\$10.00	\$4,550.00
	Bicycle Safety Items	1	\$5,150.00	\$5,150.00
			<b>TOTAL:</b>	<b>\$100,000.00</b>