

**CITY OF IMPERIAL BEACH  
SERVICES PROVIDER AGREEMENT  
WITH WALKSANDIEGO**

**TO ADMINISTER THE PEDESTRIAN AND BICYCLE SAFETY PROGRAM  
FUNDED BY THE CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT PS25028**

This Agreement is entered into and effective as of November \_\_, 2024 (“Effective Date”) by and between the City of Imperial Beach, a California municipal corporation (“City”) and **WALKSANDIEGO**, a California nonprofit public benefit corporation doing business as Circulate San Diego (“Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

**RECITALS**

**WHEREAS**, the City has been awarded \$73,100 grant funding from the California Office of Traffic Safety for the Pedestrian and Bicycle Safety Program; and

**WHEREAS**, throughout the one-year grant period of October 1, 2024, to September 30, 2025, the City will coordinate with Service Provider to assist with fulfilling the goals of the grant; and

**WHEREAS**, this Agreement was negotiated on the basis of Service Provider’s demonstrated competence and qualifications for the services to be provided; and

**WHEREAS**, in order to procure these services, Service Provider was chosen based on their unique knowledge, skills and ability not available from other sources; on this basis, Service Provider was awarded the contract on a “single/sole source” basis under the authority of Imperial Beach Municipal Code sections 3.04.120 (C), 3.04.160 (B) and 3.04.160 (G); and

**WHEREAS**, Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

**[End of Recitals. Next Page Starts Obligatory Provisions.]**

## OBLIGATORY PROVISIONS

**NOW, THEREFORE**, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Service Provider hereby agree as follows:

### 1. SERVICES

1.1 Required Services. Service Provider agrees to perform the services and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Service Provider, from time to time, reduce the Required Services to be performed by the Service Provider under this Agreement. Upon doing so, the City and the Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Service Provider provide additional services related to the Required Services (“Additional Services”). If so, the City and the Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 5 indicates the need for the Service Provider to provide additional security for performance of its duties under this Agreement, Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City.

1.7 Compliance with Laws. In its performance of the Required Services, Service Provider shall comply with any and all applicable federal, state and local laws, including the Imperial Beach Municipal Code.

1.8 Business License. Prior to commencement of work, the Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, the Service Provider shall submit for City's information and approval, a list of any and all subcontractors to be used by Service Provider in the performance of the Required Services. Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Service Provider under this Agreement, Service Provider shall ensure that each and every subcontractor carries out the Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Service Provider's commencement of the Required Services hereunder, and shall terminate, subject to Sections 6.1 and 6.2 of this Agreement, when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

## 2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line-item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, the City shall pay the Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At the City's discretion, invoices not submitted timely may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon the City's review and determination of Project Completion, the holdback amount will be issued to the Service Provider.

2.5 Reimbursement of Costs. The City may reimburse the Service Provider's out-of-pocket costs incurred by Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Service Provider shall be responsible for any and all out-of-pocket costs incurred by Service Provider in the performance of the Required Services.

2.6 Exclusions. The City shall not be responsible for payment to Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of the Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Service Provider understands and agrees that payment to the Service Provider or reimbursement for any Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Service Provider of the terms of this Agreement. If the City determines that the Service Provider is not entitled to receive any amount of compensation already paid, City will notify Service Provider in writing and Service Provider shall promptly return such amount.

### 3. INSURANCE

3.1 Required Insurance. Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Service Provider must include all sub-Service Providers/sub- contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. The City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by the City’s Risk Manager. The general liability additional insured coverage must be provided in the form of an endorsement to the Service Provider’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Service Provider’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by the Service Provider and in no way relieves the Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Service Provider’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words “will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

- a. The “Retro Date” must be shown and must be before the date of this Agreement or the beginning of the work required by this Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Service Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.
- d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Service Provider’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

#### **4. INDEMNIFICATION**

4.1. General. To the maximum extent allowed by law, Service Provider shall timely and fully protect, defend, reimburse, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or

claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Service Provider's obligations under this Section 4 is Service Provider's obligation to defend, at Service Provider's own cost, expense and risk, and with counsel approved in writing by City, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Service Provider's Obligations Not Limited or Modified. Service Provider's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Service Provider. Furthermore, Service Provider's obligations under this Section 4 shall in no way limit, modify or excuse any of Service Provider's other obligations or duties under this Agreement.

4.5. Enforcement Costs. The Service Provider agrees to pay any and all costs and fees the City incurs in enforcing Service Provider's obligations under this Section 4.

4.6 Survival. Service Provider's obligations under this Section 4 shall survive the termination of this Agreement.

## **5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.**

5.1 Form 700 Filing. The California Political Reform Act and the Imperial Beach Conflict of Interest Code require certain government officials and Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Service Provider is required to file a Form 700, Service Provider warrants and represents that it has disclosed to City any economic interests held by Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Service Provider, to solicit or secure this Agreement. Further, Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Service Provider or Service Provider's

subcontractors. Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

## 6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a “Default”), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Service Provider. Such notice shall identify the Default and the Agreement termination date. If Service Provider notifies City of its intent to cure such Default prior to City’s specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Service Provider shall immediately provide City any and all “Work Product” (defined in Section 7 below) prepared by Service Provider as part of the Required Services. Such Work Product shall be City’s sole and exclusive property as provided in Section 7 hereof. Service Provider may be entitled to compensation for work satisfactorily performed prior to Service Provider’s receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Service Provider shall immediately cease all work under the Agreement and promptly deliver all “Work Product” (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City’s value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Imperial Beach Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Service Provider agrees that it is subject to personal jurisdiction in California. If Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Service Provider irrevocably consents to service of process on Service Provider by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

## 7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 8. COMPLIANCE WITH FEDERAL LAWS

The Service Provider certifies, by way of signature on the signature page, that the Service Provider will comply with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect during the Term of this Agreement as set forth in Section 1.10.

Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.all;
- All Federal statutes and implementing regulations relating to nondiscrimination;
- 2 CFR parts 180 and 1200;
- 48 CFR part 9, subpart 9.4;
- The Drug-Free Workplace Act Of 1988 (41 U.S.C. 8103);
- The Hatch Act (5 U.S.C. 1501-1508); and
- Buy America requirement (23 U.S.C. 313).

## 9. GENERAL PROVISIONS

9.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.



9.2 Assignment. City would not have entered into this Agreement but for Service Provider's unique qualifications and traits. Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

9.3 Authority. The person(s) executing this Agreement for Service Provider warrants and represents that they have the authority to execute same on behalf of Service Provider and to bind Service Provider to its obligations hereunder without any further action or direction from Service Provider or any board, principle or officer thereof.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

9.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

9.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Service Providers.

9.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

9.8 Independent Contractor. Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents ("Service Provider Related Individuals"), except as set forth in this Agreement. No Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Service Provider Related Individuals; instead, Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Service Provider shall not at any time or in any manner represent that it or any of its Service Provider Related Individuals are employees or agents of City. Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

9.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

9.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**(End of page. Next page is signature page.)**

DRAFT

**SIGNATURE PAGE CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

WALKSANDIEGO

CITY OF IMPERIAL BEACH

BY: \_\_\_\_\_  
JEREMY BLOOM  
Chief Operating and Development Officer

BY: \_\_\_\_\_  
TYLER FOLTZ  
City Manager

ATTEST

BY: \_\_\_\_\_  
JACQUE KELLY, MMC City Clerk

DRAFT

APPROVED AS TO FORM

BY: \_\_\_\_\_  
JENNIFER M. LYON  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK AND PAYMENT TERMS**

**1. Contact People for Contract Administration and Legal Notice**

- A.** City Contract Administration:  
Tony Rolfe, Housing and Neighborhood Services Manager  
825 Imperial Beach Blvd., Imperial Beach, CA 91932  
Phone (619) 679-2932  
[trolfe@imperialbeachca.gov](mailto:trolfe@imperialbeachca.gov)

For Legal Notice Copy to:  
City of Imperial Beach City Attorney  
Jennifer M. Lyon, Esq.  
c/o McDougal, Boehmer, Foley, Lyon, Mitchell & Erickson  
8100 La Mesa Boulevard, Suite 200, La Mesa, CA 91942  
[jlyon@mcdougallawfirm.com](mailto:jlyon@mcdougallawfirm.com)

- B.** Service Provider Contract Administration: Circulate San Diego  
233 A Street, Suite 2016, San Diego, CA 92101  
Phone (619) 841-2258  
[jbloom@circulatesd.org](mailto:jbloom@circulatesd.org)

For Legal Notice Copy to:  
Jeremy Bloom, Chief Operating and Development Officer, same as above

**2. Required Services**

- A.** General Description:

Service Provider WalkSanDiego doing business as Circulate San Diego to administer the Pedestrian and Bicycle Safety Program funded by California Office of Traffic Safety Grant # PS25028.

- B.** Detailed Description:

Service Provider WalkSanDiego doing business as Circulate San Diego will meet the following objectives:

Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), for approval 7 days prior to the issuance date of the release.
2. Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month.

3. Distribute pedestrian/bicycle safety items at no cost to youth or community members in need, during bicycle rodeos, presentations, workshops, trainings, and community events to increase safety and visibility. Report quarterly on pedestrian/bicycle safety items distributed.
4. Develop bicycle and pedestrian safety educational materials to be distributed during classroom presentations, workshops, and community events. Submit materials to PIO for approval and upload approved material.
5. Hold four (4) meetings, once per quarter, with countywide pedestrian and/or bicycle safety stakeholders to collaborate on events, share best practices, and leverage resources.
6. Conduct three (3) community engaged bicycle and/or walk audits at locations identified to have a high incidence of pedestrian and/or bicycle fatal or serious injury traffic crashes or "near misses."
7. Conduct Bike Anywhere Day pop-ups at two (2) locations in Imperial Beach during the first two weeks of May to promote the upcoming event. Helmet fittings will be conducted and ped/bike safety items and educational materials will be disseminated to ensure prospective participants are able to ride safely on the day of the event. Bike Anywhere Pit-Stops will be hosted adjacent to heavily trafficked bike routes and will include expanded opportunities for play, art, and education. Temporary parklets, remote-controlled traffic calming courses, and informational boards will showcase how streets can be repurposed to support safe active transportation. The objective is to engage at least 300 people. When reporting, include dates/locations, and potential number of individuals reached at each event.
8. Conduct a Citywide Safety and Wayfinding Messaging campaign to identify up to 20 campus locations where informational messaging about safety, good user behavior, wayfinding, and sharing the road can be sited. Messaging will include information for all user types, including those who walk, roll, bike, skateboard, scooter, and drive, with a series of 23" x 36" boards to be developed and distributed across Imperial Beach locations selected based on existing travel patterns in addition to crash data and known areas of near misses. The objective is for at least 1,000 people to be reached as part of this campaign. When reporting, include locations, potential number of individuals reached, and a short summary of key transportation and/or safety concerns addressed at each location.
9. Assist/consult with the City with four (4) Quick-Build Intersection Daylighting Installation Demonstrations, supporting the design/installation of short-term infrastructure used to demonstrate compliance with the new AB413 Daylighting Bill, to include four (4) removable bollards with an embedment sleeve installed at appropriate locations across the city of Imperial Beach. The objective is to reach at least 100 people during one-day demonstrations, and significantly more, if installed for a longer duration. When reporting, include date/location, potential number of individuals impacted, and a short summary of key transportation and/or safety concerns addressed at each location.
10. Publish a Safe Bike Infrastructure Video detailing Imperial Beach's bike facilities and how multiple road users can express safe user behaviors while engaging with them and sharing the road. The video will include closed captioning and have a Spanish-speaking version available to ensure users of all ages and abilities can benefit from the messaging. Content will be publicly screened at a community viewing event, feedback will be gathered from residents, and ped/bike safety items and educational materials will be distributed to those in need, then the video will be hosted publicly on an online platform. The objective is

for at least 500 people to be reached. When reporting, include actual/potential number of individuals reached and a short summary of key transportation issues discussed

**3. Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin October 1, 2024, and end on September 30, 2025 for completion of all Required Services.

**4. Compensation:**

**A. Form of Compensation**

Time and Materials. For performance of the Required Services by Service Provider as identified in Section 2.B., above, City shall pay Service Provider for the productive hours of time spent by Service Provider in the performance of the Required Services.

**B. Reimbursement of Costs**

None, the compensation includes all costs

**Notwithstanding the foregoing, the maximum amount to be paid to the Service Provider for services performed through September 30, 2025 shall not exceed \$70,600.**

**5. Special Provisions:**

- Permitted Sub-Service Providers: None
- Security for Performance: Not Applicable
- Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for Insert Number of Terms additional terms, defined as a one-year increment or Enter a Specific Date. if applicable. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to Insert Percentage of Increase or Actual Dollar Amount for each extension. The City shall give written notice to Service Provider of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.
- None

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	<p>\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit</p> <p>Additional Insured Endorsement or Blanket AI Endorsement for City*</p> <p>Waiver of Recovery Endorsement</p>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	<p>\$1,000,000 each accident</p> <p>\$1,000,000 disease policy limit</p> <p>\$1,000,000 disease each employee Waiver of Recovery Endorsement</p>

Other Negotiated Insurance Terms: NONE

## EXHIBIT C

### CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION

The Political Reform Act<sup>1</sup> and the Imperial Beach Conflict of Interest Code<sup>2</sup> (“Code”) require designated state and local government officials, including some Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Service Providers designated to file Form 700 are also required to comply with certain ethics training requirements.<sup>3</sup>

A. Service Provider **IS** a corporation or limited liability company and is therefore **EXCLUDED**<sup>4</sup> from disclosure.

B. Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

#### APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
		<b>A. Full Disclosure</b> <b>B. Limited Disclosure</b> ( <i>select one or more of the categories under which the Contractor shall file</i> ): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input checked="" type="checkbox"/> <b>C. Excluded from Disclosure</b>

#### 1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

#### 2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

#### 3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619) 423-8616, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 \*2.

Pursuant to the duly adopted City of Imperial Beach Conflict of Interest Code, this document shall serve as the written determination of the Contractor’s requirement to comply with the disclosure requirements set forth in the Code.

**Completed by: Tony Rolfe**

<sup>1</sup> Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

<sup>2</sup> Imperial Beach Municipal Code Chapter 2.56 Conflict of Interest.

<sup>3</sup> Cal. Gov. Code §§53234, *et seq.*

<sup>4</sup> CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4<sup>th</sup> 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).



**EXHIBIT D**  
**CONSULTANT LEVINE ACT DISCLOSURE**

California Government Code section 84308, commonly referred to as the Levine Act, prohibits any City of Imperial Beach Officer (“Officer”) from taking part in decisions related to a contract if the Officer received a political contribution totaling more than \$250 within the previous twelve months, and for twelve months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

- A. The Levine Act (Govt. Code §84308) DOES NOT apply to this Agreement.
- B. The Levine Act (Govt. Code §84308) does apply to this Agreement and the required disclosure is as follows:

Current Officers can be located on the City of Imperial Beach’s websites below:

- Mayor & Council - <https://www.imperialbeachca.gov/175/Office-of-Mayor-and-City-Council>
- City Attorney - <https://www.imperialbeachca.gov/directory.aspx?EID=8>
- Planning Commissioners – <https://www.imperialbeachca.gov/391/Boards-Committees>
- Candidate for Elected Office – <https://www.imperialbeachca.gov/201/Election-2024>

1. Have you or your company, or any agent on behalf of you or your company, made political contributions totaling more than \$250 to any Officer in the 12 months preceding the date you submitted your proposal, the date you completed this form, or the anticipated date of any Council action related to this Agreement?

YES:  If yes, which Officer(s): Click or tap here to enter text. NO:

2. Do you or your company, or any agent on behalf of you or your company, anticipate or plan to make political contributions totaling more than \$250 to any Officer in the 12 months following the finalization of this Agreement or any Council action related to this Agreement?

YES:  If yes, which Officer(s): Click or tap here to enter text. NO:

Answering yes to either question above may not preclude the City of Imperial Beach from entering into or taking any subsequent action related to the Agreement. However, it may preclude the identified Officer(s) from participating in any actions related to the Agreement. 5 “Officer” means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. GC § 84308