

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **North Coast Opportunities**, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Walk Bike Mendocino services per the Office of Traffic Safety grant; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Attachment 1	Office of Traffic Safety Grant Agreement

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through September 30, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed Ninety-Four Thousand Seven Hundred Seventy-Eight Dollars (\$94,778) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]  
Jenine Miller, Psy.D., HHSA Assistant  
Director/ Behavioral Health Director

Date: 1/19/2021

Budgeted: ☐ Yes ☒ No

Budget Unit: 4010

Line Item: 86-2189

Org/Object Code: PHOTS

Grant: ☒ Yes ☐ No

Grant No.: OTS PH-20-023

COUNTY OF MENDOCINO

By: [Signature]  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: FEB 24 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy  
FEB 24 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy  
FEB 24 2021

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 01/07/2021

CONTRACTOR/COMPANY NAME

By: [Signature]  
Patty Bruder, Executive Director

Date: 1/14/2021

NAME AND ADDRESS OF CONTRACTOR:

North Coast Opportunities  
413 N. State St.  
Ukiah, CA 95482

707-467-3220; sburgal@ncoinc.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: [Signature]  
Deputy

Date: 01/07/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO

Date: 01/07/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ 18-271

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: 501(c)(3)



## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.



2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.



- b. ACCIDENTS: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.



8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal Delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.



Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
HHSA Public Health  
1120 S. Dora St.  
Ukiah, CA 95482  
Attn: Michelle Duarte

To CONTRACTOR: North Coast Opportunities  
413 N. State St.  
Ukiah, CA 95482  
Attn: Patty Bruder

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.



- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and



disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the



CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as listed in Exhibit A shall not exceed \$94,778 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a 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, 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.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document



signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.



31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the



requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]



## **EXHIBIT A**

### **DEFINITION OF SERVICES**

- I. CONTRACTOR shall provide the following services per the Office of Traffic Safety grant (Attachment 1):
  1. Participate in a minimum of two (2) traffic safety fairs and/or community events with an effort to reach individuals.
  2. Work closely with a minimum of two (2) community-based organizations at both the neighborhood and community level with an effort to reach individuals.
  3. Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month and California's Pedestrian Safety Month.
  4. Conduct a minimum of three (3) pedestrian and/or bicycle safety presentations at community groups with an effort to reach individuals.
  5. Conduct five (5) pedestrian and/or bicycle safety classroom presentations with an effort to reach students.
  6. Conduct a minimum of four (4) pedestrian and/or bicycle safety courses with an effort to reach community members.
  7. Develop a pedestrian and/or bicycle safety program and provide materials to be adopted as an on-going program, at a minimum of two (2) schools within the County with an effort to reach students.
  8. Distribute pedestrian safety equipment to children which may include reflective armbands and/or zipper pulls.
  9. Conduct a minimum of three (3) Walking School Busses at Schools with an effort to reach students.
  10. Develop bicycle and pedestrian safety educational materials to be distributed during classroom presentations, workshops, and community events.
  11. Conduct five (5) community outreach events with an effort to reach adults and senior citizens.
  12. Conduct a minimum of two (2) bicycle rodeos with an effort to reach individuals.
  13. Distribute and properly fit two hundred (200) bicycle helmets at bicycle rodeos, workshops, and community events.
  14. Conduct a minimum of nine (9) community bicycle rides promoting safe bicycling in the community with an effort to reach bicyclists.



15. Conduct a minimum of two (2) bicycle rodeos with an effort to reach students.
16. Conduct a minimum of two (2) pedestrian Walking Field Trips with an effort to reach students.
17. Conduct six (6) community bicycle safety and maintenance workshops with necessary tools, equipment, and educational materials. Students will learn proper helmet fitting and adjustment, and traffic safety rules of the road. Workshops shall consist of: how to safely ride on roads with cars, pedestrians, and other modes of travel; how to repair a flat and swap out tubes and tires; how to adjust brakes (pads, cables, and levers); how to lube the bicycle; headset risks to safe riding; and Safe Routes to schools, services and other places of interest.
18. Use the first part of the year to work with students to design the proposed program; full implementation of the student-designed program will begin Fall 2021 as a student/school led self-sustaining initiative.
19. Promote Safe Routes To School 'Walk and Roll' Wednesdays to increase the number of student walkers and bikers to school.
20. Work with youth to develop and disseminate normative bilingual education messages in schools, classrooms and communities using posters, flyers, and other media. All staff activities using student produced materials and/or student support as much as practical.
21. Conduct teen driver, pedestrian, and bicycle safety outreach tables at school athletic events.
22. Conduct presentations to School District Board Meetings, and middle and high school Parent Teacher Organizations in order to raise awareness of program and identify teacher and parent advocates.
23. Send all grant-related activity press releases, media advisories, alerts and general public materials to the COUNTY Office of Traffic Safety (OTS) Coordinator at least ten (10) days prior to the release distribution date.
24. Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic safety Administration.
25. Email COUNTY OTS Coordinator at least thirty (30) days in advance, a short description of any significant grant-related traffic safety event or program so the program has sufficient notice to arrange for attendance and/or participation in the event.
26. Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to COUNTY OTS Coordinator for approval fourteen (14) days prior to the production or duplication.



27. If sufficient space is available, include the OTS logo, on grant-funded print materials; consult COUNTY OTS Coordinator for specifics and format-appropriate logos.
28. Contact COUNTY OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated.
29. Prepare and submit Invoice Claims and Quarterly Performance Reports, according to the below schedule, to include the following information:
- a. January 1, 2021 – March 31, 2021 **due April 30, 2021**
  - b. April 1, 2021 – June 30, 2021 **due July 30, 2021**
  - c. July 1, 2021 – September 30, 2021 **due September 30, 2021**
    - i. Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
    - ii. Provide a brief list of activities conducted, procurement of grant-funded items, and significant media activities. CONTRACTOR shall include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
    - iii. Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
    - iv. Collect, analyze and report statistical data relating to the grant goals and objectives.

[END OF DEFINITION OF SERVICES]



## EXHIBIT B

### PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

<b>1</b>	<b>Personnel Salaries</b>	
a	Program Manager	\$33,971.00
b	Benefits – Program Director @ 31.36%	\$10,653.00
c	Field Coordinator and Traffic Safety Educator	\$10,816.00
d	Benefits – Field Coordinator @ 31.36%	\$3,392.00
e	Project Director	\$6,240.00
f	Benefits – Project Director @ 31.36%	\$1,957.00
<b>2</b>	<b>Operating Expenses</b>	
a	In State Travel	\$2,070.00
b	Education Materials	\$3,600.00
c	Bicycle Helmets	\$2,000.00
d	Bicycle Safety Items	\$1,884.00
	Bicycle Safety and Maintenance Workshop	\$5,300.00
e	Supplies	
f	Office Space	\$5,412.00
g	Communications	\$1,920.00
h	Indirect Costs @ 6.235%	\$5,563.00
<b>3</b>	<b>Total</b>	<b>\$94,778.00</b>

Payments under this Agreement shall not exceed Ninety-Four Thousand Seven Hundred Seventy-Eight Dollars (\$94,778) for the term of this Agreement.

[END OF PAYMENT TERMS]



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]



EXHIBIT D  
**CONTRACTOR ASSURANCE OF COMPLIANCE WITH**  
THE MENDOCINO COUNTY  
HEALTH & HUMAN SERVICES AGENCY  
**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

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NAME OF CONTRACTOR: **North Coast Opportunities**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

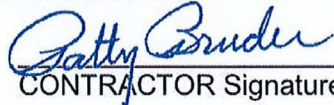
THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

1/26/2021

Date

413 N. State St. Ukiah, CA 95482

Address of CONTRACTOR

  
CONTRACTOR Signature



**Appendix A**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Patty Bruder  
(Type Name)

Executive Director  
(Title)

  
(Signature)

North Coast Opportunities  
(Organization Name)

413 N. State St.  
Ukiah, CA 95482  
(Organization Address)




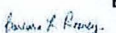
1/14/2020  
(Date)



## Attachment 1

PI-20-023


State of California – Office of Traffic Safety  
GRANT AGREEMENTGRANT NUMBER  
PS21027

<b>1. GRANT TITLE</b> Pedestrian and Bicycle Safety Program	
<b>2. NAME OF AGENCY</b> Mendocino County	<b>3. Grant Period</b> From: 10/01/2020 To: 09/30/2021
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> Mendocino County Public Health Department	
<b>5. GRANT DESCRIPTION</b> Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving pedestrians and bicyclists. The funded strategies may include classroom education, bicycle rodeos, community events, presentations, and workshops. These countermeasures should be conducted in communities with high numbers of pedestrian and/or bicycle related crashes including underserved communities, older adults, and school-aged children. Coordinated efforts such as Safe Routes to School initiatives, Vision Zero campaigns, and working with community based organizations are highly encouraged to prevent fatalities and injuries of vulnerable non-motorized road users.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed:</b> \$100,000.00	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> <li>• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>• Exhibit A – Certifications and Assurances</li> <li>• Exhibit B* – OTS Grant Program Manual</li> <li>• Exhibit C – Grant Electronic Management System (GEMS) Access</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<b>A. GRANT DIRECTOR</b> NAME: Tina Tyler-O'Shea TITLE: Program Administrator EMAIL: <a href="mailto:tylert@mendocinocounty.org">tylert@mendocinocounty.org</a> PHONE: (707) 472-2656 ADDRESS: 1120 S. Dora Street Ukiah, CA 95482   Sep 30, 2020 _____ (Signature) (Date)	<b>B. AUTHORIZING OFFICIAL</b> ADDRESS: Mary Alice Willeford Administrative Services Manager II <a href="mailto:willeford@mendocinocounty.org">willeford@mendocinocounty.org</a> (707) 472-2374 1120 S. Dora Street Ukiah, CA 95482   Sep 30, 2020 _____ (Signature) (Date)
<b>C. FISCAL OFFICIAL</b> ADDRESS: Dianne Laster Staff Services Administrator <a href="mailto:lasterd@mendocinocounty.org">lasterd@mendocinocounty.org</a> (707) 472-2659 1120 S. Dora Street Ukiah, CA 95482   Sep 30, 2020 _____ (Signature) (Date)	<b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b> ADDRESS: Barbara Rooney Director <a href="mailto:barbara.rooney@ots.ca.gov">barbara.rooney@ots.ca.gov</a> (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758   Oct 2, 2020 _____ (Signature) (Date)

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<b>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b>  NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. DUNS INFORMATION</b>  DUNS #: 148558195 REGISTERED ADDRESS: 747 S. State Street City: Ukiah ZIP+4: 95482-5815
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PS-21	20.600	0521-0890-101	2020	2020	BA/20	\$100,000.00
				<b>AGREEMENT TOTAL</b>		<b>\$100,000.00</b>
				AMOUNT ENCUMBERED BY THIS DOCUMENT		<b>\$100,000.00</b>
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		<b>\$ 0.00</b>
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
 <small>CAROLYN VU, 2200 W 42ND ST</small>			Oct 1, 2020	<b>\$100,000.00</b>		



<b>1. PROBLEM STATEMENT</b> <p>Mendocino County (population 88,662), located on California's northern coast, is the state's 15<sup>th</sup> largest county, covering an area of 3,500 square miles. Two-thirds of residents live in and around the small cities of Ukiah, Fort Bragg, and Willits while the remaining third live in small scattered communities throughout the county, resulting in a population density of only 25 persons/square mile compared with the statewide average density of 239 persons/square miles. Because of the population sprawl across Mendocino County, vehicular driving is overwhelmingly the principal mode of transportation and the schools have a high density of students descending upon the same place at the same time which creates severe traffic congestion around the school and periphery.</p> <p>County residents are predominantly white/non-Hispanic with large Hispanic (26%) and Native American Indian (6%) populations. One quarter of children in the county are living below the poverty level, and 19.1% of all people in the county are living below poverty levels compared to the 15.1% statewide.</p> <p>Among California's 58 counties, Mendocino County is in the 1<sup>st</sup> quartile for highest pedestrian killed or injured rate in the state and is in the 2<sup>nd</sup> quartile for pedestrians under 15 injured or killed.</p> <p>Analyzing California Highway Patrol Collision data from 6/2016 – 6/2019, there have been 10 pedestrian injuries under age 18, and 3 bicycle injuries under age 18 throughout Mendocino County. Of these 13 traffic collisions, 46% were during peak school transportation hours, either students walking or biking to school or leaving school. This data shows that there is a need for more school-based safety education for students, especially at the middle and high school levels, in regard to safe active transportation and how to protect themselves in traffic.</p> <p>In the more rural areas of the County, long distances and the lack of sidewalk or shoulders on the road make walking or bicycling very difficult and uncommon. In the more densely populated cities, many parents overestimate the risks and underestimate the benefits of walking and biking. For example, one local school actively discourages children from walking and biking to school out of fear for children's safety. This misplaced fear leads to increased traffic and congestion and increases the risk for all. Every car that is taken off the road is one less car that could hit a student.</p> <p>For the past several years, and with OTS support (FY 13/14 &amp; 18/19), Community Wellness (CW, Formerly known as CHEE) has been working to advocate for, and build more, walkable and bikeable communities, and to create and disseminate effective promotional messages to encourage people to be more active. The Mendocino County Health and Human Services Agency Community Wellness Unit (CW) will act as a partner with Walk &amp; Bike Mendocino to accomplish program goals.</p>	
<b>2. PERFORMANCE MEASURES</b> <b>A. Goals:</b> <ol style="list-style-type: none"> <li>1. Reduce the number of persons killed in traffic crashes.</li> <li>2. Reduce the number of persons injured in traffic crashes.</li> <li>3. Reduce the number of pedestrians killed in traffic crashes.</li> <li>4. Reduce the number of pedestrians injured in traffic crashes.</li> <li>5. Reduce the number of pedestrians killed under age 15 in traffic crashes.</li> <li>6. Reduce the number of pedestrians injured under age 15 in traffic crashes.</li> <li>7. Reduce the number of pedestrians killed over age 65 in traffic crashes.</li> <li>8. Reduce the number of pedestrians injured over age 65 in traffic crashes.</li> <li>9. Reduce the number of bicyclists killed in traffic crashes.</li> <li>10. Reduce the number of bicyclists injured in traffic crashes.</li> <li>11. Reduce the number of bicyclists under age 15 killed in traffic crashes.</li> <li>12. Reduce the number of bicyclists under age 15 injured in traffic crashes.</li> <li>13. Increase bicycle helmet usage.</li> </ol>	
<b>B. Objectives:</b> <ol style="list-style-type: none"> <li>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 <a href="mailto:pio@ots.ca.gov">pio@ots.ca.gov</a>, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.</li> </ol>	<b>Target Number</b> 1



2. Participate in traffic safety fairs and/or community events with an effort to reach individuals.	2
3. Work closely with community-based organizations at both the neighborhood and community level with an effort to reach individuals.	2
4. Participate in the following campaigns, National Walk to School Day, National Bicycle Safety Month and California's Pedestrian Safety Month.	3
5. Conduct pedestrian and/or bicycle safety presentations at community groups with an effort to reach individuals.	3
6. Conduct pedestrian and/or bicycle safety classroom presentations with an effort to reach students.	5
7. Conduct pedestrian and/or bicycle safety courses with an effort to reach community members.	4
8. Develop a pedestrian and/or bicycle safety program and materials to be adopted as an on-going program in schools with an effort to reach students.	2
9. Distribute pedestrian safety equipment to children that may include reflective armbands and/or zipper pulls.	1
10. Conduct Walking School Busses at schools with an effort to reach students.	3
11. Develop bicycle and pedestrian safety educational materials to be distributed during classroom presentations, workshops, and community events.	2
12. Conduct community outreach events with an effort to reach adults and senior citizens.	5
13. Conduct bicycle rodeos with an effort to reach individuals.	2
14. Distribute and properly fit bicycle helmets at bicycle rodeos, workshops, and community events.	200
15. Conduct community bicycle rides promoting safe bicycling in the community with an effort to reach bicyclists.	9
16. Conduct bicycle rodeos with an effort to reach students.	2
17. Conduct pedestrian Walking Field Trips with an effort to reach students.	2
18. Conduct community bicycle safety and maintenance workshops with necessary tools, equipment, and educational materials. Students will learn proper bike fit and pre-ride "ABCs" (air, brakes and chain), proper helmet fitting and adjustment, traffic safety rules of the road – how to safely ride on roads with cars, pedestrians, and other modes of travel, how to repair a flat and swap out tubes and tires, how to adjust brakes (pads, cables, and levers), how to lube the bicycle, headset risks to safe riding, Safe Routes to schools, services and other places of interest.	6
<b>3. METHOD OF PROCEDURE</b>	
<b>A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)</b>	
<ul style="list-style-type: none"> <li>• Hire and/or train necessary staff needed for the grant program, if applicable.</li> <li>• Assign staff for coordination and youth activities and orient them to grant objectives.</li> <li>• Purchase and/or allocate supplies and materials.</li> <li>• Develop detailed implementation plan for countywide media campaign.</li> <li>• Research and prepare outreach/education materials to address teen traffic safety</li> <li>• Identify appropriate county youth organizations to develop outreach</li> <li>• Identify appropriate middle and high schools to develop presentation and outreach schedules</li> <li>• Survey teen students and their parents regarding barriers and benefits in participating in a neighborhood drop-off program</li> <li>• Develop operational plans to implement "best practice" strategies outlined in the objectives section.</li> <li>• Develop and execute contracts with vendors or consultants</li> <li>• Finalize detailed data collection and reporting plan</li> <li>• Recruit students for video projects</li> <li>• Recruit students for development of normative education messages</li> <li>• Conduct pre-grant activities bicycle helmet usage survey.</li> </ul>	
<b>Media Requirements</b>	



- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

**B. Phase 2 – Program Operations (Throughout Grant Year)**

- Pedestrian Bicycle Traffic Safety subcontractor will use the first part of the year to work with students to design the proposed program; full implementation of the student-designed program will begin Fall 2021 as a student/school led self-sustaining initiative.
- Participate in traffic safety fairs and/or community events with an effort to reach individuals.
- Conduct pedestrian and/or bicycle safety after-school presentations with an effort to reach students.
- Develop a pedestrian and/or bicycle safety program and materials to be adopted as an on-going program in schools with an effort to reach students.
- Promote SRTS 'Walk and Roll' Wednesdays to increase the number of student walkers and bikers to school.
- Conduct pedestrian Walking Field Trips with an effort to reach teens.
- Conduct community outreach events with an effort to reach teens and adults.
- Work with youth to develop and disseminate normative bilingual education messages in schools, classrooms and communities using posters, flyers, and other media. All staff activities using student produced materials and/or student support as much as practical.
- Conduct teen driver, pedestrian, and bicycle safety outreach tables at school athletic events.
- Conduct presentations to School District Board Meetings, and middle and high school Parent Teacher Organizations in order to raise awareness of program and identify teacher and parent advocates.

**Media Requirements**

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
  - If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
  - If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated.

**C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

Prepare and submit Invoice Claims (due January 30, April 30, July 30, and October 30)

Prepare and submit Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)

1. Collect and report quarterly, appropriate data that supports the progress of goals and objectives.



<ul style="list-style-type: none"> <li>2. Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.</li> <li>3. Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.</li> <li>4. Collect, analyze and report statistical data relating to the grant goals and objectives.</li> </ul>
<p><b>4. METHOD OF EVALUATION</b>  Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.</p>
<p><b>5. ADMINISTRATIVE SUPPORT</b>  This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.</p>

State of California – Office of Traffic Safety  
**GRANT AGREEMENT**  
Schedule B

GRANT NUMBER  
**PS21027**

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT	
402PS-21	20.600	State and Community Highway Safety	\$100,000.00	

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>				
Positions and Salaries				
<u><b>Straight Time</b></u>				
Program Administrator	402PS-21	\$27.85	104	\$2,896.00
Benefits Program Administrator @64.16%	402PS-21	\$2,896.00	1	\$1,858.00
<u><b>Overtime</b></u>				
				\$0.00
Category Sub-Total				\$4,754.00
<b>B. TRAVEL EXPENSES</b>				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
<b>C. CONTRACTUAL SERVICES</b>				
Pedestrian and Bicycle Traffic Safety Outreach and Education - \$94,778	402PS-21	\$0.00	1	\$0.00
Program Manager	402PS-21	\$27.22	1,248	\$33,971.00
Benefits - Program Director @31.36%	402PS-21	\$33,971.00	1	\$10,653.00
Field Coordinator and Traffic Safety Educator	402PS-21	\$26.00	416	\$10,816.00
Benefits - Field Coordinator @31.36%	402PS-21	\$10,816.00	1	\$3,392.00
Project Director	402PS-21	\$30.00	208	\$6,240.00
Benefits - Project Director @31.36%	402PS-21	\$6,240.00	1	\$1,957.00
In State Travel	402PS-21	\$2,070.00	1	\$2,070.00
Educational Materials	402PS-21	\$3,600.00	1	\$3,600.00
Bicycle Helmets	402PS-21	\$2,000.00	1	\$2,000.00
Bicycle Safety Items	402PS-21	\$1,884.00	1	\$1,884.00
Bicycle Safety and Maintenance Workshop Supplies	402PS-21	\$5,300.00	1	\$5,300.00
Office Space	402PS-21	\$5,412.00	1	\$5,412.00
Communications	402PS-21	\$1,920.00	1	\$1,920.00
Indirect Costs @8.3%	402PS-21	\$5,563.00	1	\$5,563.00
Category Sub-Total				\$94,778.00
<b>D. EQUIPMENT</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>E. OTHER DIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>F. INDIRECT COSTS</b>				
10% applied to Salary and Benefits	402PS-21		1	\$468.00
Category Sub-Total				\$468.00



<b>GRANT TOTAL</b>	<b>\$100,000.00</b>
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BUDGET NARRATIVE	
<b>PERSONNEL COSTS</b>	
Program Administrator - Program Specialist II will provide program oversight.	
Benefits Program Administrator @64.16% - Benefits Rate @64.16%	
5.53% FICA	
1.29% Medicare	
26.43% Retirement	
5.29% COLA	
25.63% Health Insurance	
<b>TRAVEL EXPENSES</b>	
-	
<b>CONTRACTUAL SERVICES</b>	
Pedestrian and Bicycle Traffic Safety Outreach and Education - \$94,778 - Subcontractor will provide bike and pedestrian safety outreach and education to teens and community members.	
Program Manager - responsible for the overall operation and budget oversight of Walk & Bike Mendocino and for the Office of Traffic Safety program. The position requires direct public outreach and effective collaboration with multiple agencies, non-profit organizations, businesses, and community and governmental leaders. The Program Manager works with the Advisory Board to provide outreach, marketing, SRTS & educational input, and program sustainability; works as a countywide on-site educator for middle and high school educational programs; presents pedestrian and bicycle safety education in the community setting to both children and adults; leads community bicycle rides; develops the educational curriculum, video presentations, designs marketing materials, and plans marketing directive; provides outreach and education at community events; purchases and allocates supplies; develops detailed implementation plan for countywide media campaign.	
Benefits - Program Director @31.36% - Benefits Rate @ 31.36%	
6.2% FICA	
1.45% Medicare	
7.1% Retirement	
14.4% Health Insurance	
2.21 % Workers Compensation Insurance	
Field Coordinator and Traffic Safety Educator - Lead on-site educator for countywide middle and high school educational programs; provides pedestrian and bicycle safety education and presentations in the community setting to both children and adults; is responsible for Safe Routes to School outreach, working with middle and high school staff, PTOs, and other interested parties to implement service-learning activities that support Safe Route to School activities; assists in the development of the educational curriculum; organizes and conducts "Walking School Buses" and walking audits; provides outreach and education at community events.	
Benefits - Field Coordinator @31.36% - Benefits Rate @ 31.36%	
6.2% FICA	
1.45% Medicare	
7.1% Retirement	
14.4% Health Insurance	
2.21 % Workers Compensation Insurance	
Project Director - will oversee management, staffing and execution of project.	
Benefits - Project Director @31.36% - Total Benefits @ 31.36%	
6.2% FICA	
1.45% Medicare	
7.1% Retirement	
14.4% Health Insurance	



<b>2.21 % Workers Compensation Insurance</b>
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
Educational Materials - Costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. Additional items may be purchased if approved by OTS.
Bicycle Helmets - Helmets to be distributed during bicycle rodeos and other bicycle safety related events. Cost per helmet not to exceed a maximum average price of \$10, excluding shipping, handling and tax.
Bicycle Safety Items - Safety items such as bicycle headlights/taillights, reflectors, and reflective arm and leg bands to be distributed during bicycle rodeos and other bicycle safety related events. Additional items may be purchased if approved by OTS.
Bicycle Safety and Maintenance Workshop Supplies - Bicycle parts such as brake cable and housing, handlebar grips, saddles and pedals. Supplies to conduct workshops such as tools, personal protective equipment, cones, pop-up tents, and workshop signage. Costs may not include furniture such as but not limited to tables and chairs. Additional items may be purchased with prior approval from OTS.
Office Space - Costs include rent and utilities associated with grant goals and objectives. Charges to the grant will be claimed on an actual cost basis and proportional to the grant-related use of the space.
Communications - Costs of telephone service, mail/messenger service (excluding overnight priority mail) and communications services.
Indirect Costs @8.3% - Federally negotiated rate of 8.3% applied to Salary and Benefits.
<b>EQUIPMENT</b>
-
<b>OTHER DIRECT COSTS</b>
-
<b>INDIRECT COSTS</b>
10% applied to Salary and Benefits - De Minimis rate of 10% applied to Salary and Benefits
<b>STATEMENTS/DISCLAIMERS</b>
There will be no program income generated from this grant.
Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.
Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.
COVID 19 Disclaimer: The California Office of Traffic Safety (OTS) recognizes the need for flexibility in response to the COVID-19 pandemic; its effect on public health and the need for potential changes of activities in the FFY 2021 grant-funded projects. If there are COVID-19 impacts, the grantee must contact the OTS Coordinator immediately to discuss the impacts on the grant-funded project. If it is determined an alternate work plan is needed, the alternate work plan must substantially meet the goals and objectives of this grant and is subject to OTS approval. If an alternative work plan is not submitted, or submitted and not approved, no further claims will be paid on the grant and the grant may be subject to cancellation.



**CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS**  
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

**GENERAL REQUIREMENTS**

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 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

**NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of,



or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. 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;
- c. 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;
- d. That, in event a contractor/funding recipient 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 contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

#### **POLITICAL ACTIVITY (HATCH ACT)**

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of 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 any 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 influence an officer or employee of any agency, a 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING**

**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed 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 customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

##### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

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who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions*

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

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department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal



funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

#### **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

#### **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

#### **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



**INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS**

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PS21027
Agency Name:	Mendocino County Public Health Department
Grant Title:	Pedestrian and Bicycle Safety Program
Agreement Total:	\$100,000.00
Authorizing Official:	Mary Alice Willeford
Fiscal Official:	Dianne Laster
Grant Director:	Tina Tyler-O'Shea

**CURRENT GEMS USER(S)**

**1. Chris Borgna**

Title: Department Analyst II

Media Contact: No

Phone: (707) 472-2656

Email: borgnacw@mendocinocounty.org

**2. Heidi Corrado**

Title: Program Administrator

Media Contact: No

Phone: (707) 472-2611

Email: corradoh@mendocinocounty.org

**3. L. Jani Sheppard**

Title: Senior Program Manager

Media Contact: No

Phone: (707) 472-2755

Email: sheppardj@mendocinocounty.org



<b>GEMS User 1</b> Add/Change <input checked="" type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Tina Tyler-O'shea		Program Administrator	
Name		Job Title	
tylert@mendocinocounty.org		707-456-3827	
Email address		Phone number	
<b>GEMS User 2</b> Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
<b>GEMS User 3</b> Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
<b>GEMS User 4</b> Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
<b>GEMS User 5</b> Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
Form completed by: <u>Chris Bergna</u> <small>Printed on 9/25/2020 10:40:02</small>		Date: Sep 25, 2020	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
<u>Tina Tyler-O'Shea</u> <small>Printed on 9/30/2020 10:40:02</small>		Tina Tyler-O'Shea	
Signature		Name	
Sep 30, 2020		Grant Director	
Date		Title	



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Mary Alice Willeford  
Mary Alice Willeford, HHSA Assistant Director/  
Administrative Services Director

Date: 10-26-2020

Budgeted: ☒ Yes ☐ No

Budget Unit: 4010

Line Item: 82-5670

Org/Object Code: PHOTS

Grant: ☒ Yes ☐ No

Grant No.: PS21027

INSURANCE REVIEW:

By: Carol J. Ayler  
Risk Management  
**10/14/2020**

Date: \_\_\_\_\_

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle  
Deputy CEO  
**10/14/2020**

Date: \_\_\_\_\_

CONTRACTOR/COMPANY NAME

By: See page 1  
Barbara Rooney, Director

Date: \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:

Office of Traffic Safety  
2208 Kausen Dr. Suite 300  
Elk Grove, CA 95758

916-509-3030; Barbara.rooney@ots.ca.gov

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Christian M. Curtis  
Deputy

Date: **10/14/2020**

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: state entity