



Agenda Item A.11
CONSENT CALENDAR
Meeting Date: September 16, 2025

TO: Mayor and Councilmembers

SUBMITTED BY: Luz “Nina” Buelna, Public Works Director

PREPARED BY: Teresa Lopes, Acting Principal Engineer

SUBJECT: Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant

RECOMMENDATION:

- A. Approve and authorize the City Manager to enter into a Grant Agreement in the amount of \$64,429 with the Office of Traffic Safety for a Pedestrian and Bicycle Safety Program; and
- B. Authorize the City Manager to execute a Professional Services Agreement with MOVE Santa Barbara County in a not-to-exceed amount of \$57,742, with a termination date of December 31, 2026, to administer the Pedestrian and Bicycle Safety Program; and
- C. Approve grant revenue of \$64,429 in account 409-50-5500-44600 and a budget appropriation of \$6,687 in account 409-50-5500-54010 and \$57,742 in account 409-50-5500-51300.

BACKGROUND:

The Office of Traffic Safety (OTS) is tasked with effectively and efficiently administering traffic safety grants to deliver innovative programs that reduce traffic collisions and economic losses. The National Highway Traffic Safety Administration has identified priority program areas, including Pedestrian and Bicycle Safety. Using Federal Highway Safety Program funds, OTS offers a yearly grant program to prevent serious injury and deaths on California’s roads.

Public Works (PW) staff have applied for and been awarded funding for the Pedestrian and Bicycle Safety Program at Goleta area schools on two previous occasions: January 2020 for \$51,373 and January 2023 for \$103,587.

In January 2025, Public Works staff applied for grant funding through the OTS. In July of 2025, staff was notified that the application was approved for \$64,429 to provide and

administer a Pedestrian and Bicycle Safety Program at Goleta-area schools. The program aims to provide education and outreach on bicycle and pedestrian safety to give active transportation users the knowledge and tools necessary to safely and confidently walk or bike to school. This is a step to help reduce collisions and collision-related injuries. This education program is in line with the City's Bicycle and Pedestrian Master Plan and helps to meet key performance measures targeting Pedestrian and Bicycle safety goals. The Pedestrian and Bicycle Safety program developed through the grant funding also helps to further the City's Vision Zero goals.

DISCUSSION:

The OTS Grant Pedestrian and Bicycle Safety Program will primarily focus on educating school-aged children at the five elementary schools in the City of Goleta: Brandon Elementary School, Ellwood Elementary School, Kellogg Elementary School, La Patera Elementary School, and Santa Barbara Charter School. The program will also include education at Goleta Valley Junior High School and Dos Pueblos High School.

Public Works staff is proposing to contract with MOVE Santa Barbara County (SBMOVE) to administer the grant-funded program. SBMOVE, which is formerly Santa Barbara Bicycle Coalition (SBBIKE) and Coalition for Sustainable Transportation (COAST), is an established, education-focused, non-profit organization that specializes in providing bicycle and pedestrian education programs to schools throughout Santa Barbara County. Staff coordinated with SBMOVE on the grant submittal, and SBMOVE will perform most of the work associated with the grant, building on their existing Safe Routes to School programs, which SBMOVE currently provides for the City. The State of California OTS Grant Agreement PS26034 for the Pedestrian and Bicycle Safety Program is provided in Attachment 1. The Professional Services Agreement with SBMOVE, which outlines the provision of a Pedestrian and Bicycle Safety Program funded by the OTS Grant, is provided in Attachment 2.

Grant funds will be used for a variety of activities promoting bicycle and pedestrian safety, including a focus on E-bike safety. The program's goals are to provide school-aged children with a thorough understanding of how to stay safe when bicycling or walking on and near streets. Outreach and education will be provided to all public-school students in Goleta where established Safe Routes to School programs are in place, targeting not just students, but parents as well. Students will be taught bicycle and pedestrian safety skills through activities such as classroom presentations, on-site demonstrations, walking school buses, helmet inspections, bike rodeos, and bike skills classes in an attempt to reduce injuries and fatalities. The program will be offered during school hours, at community events, and at summer camps, both of which will be open to all Goleta residents. The bike skills classes are based on a curriculum developed by the League of American Bicyclists and can be taught by instructors in both English and Spanish. The OTS grant will also fund the purchase and distribution of bicycle helmets and safety items to increase visibility and awareness of pedestrians and bicyclists, provide community outreach promoting pedestrian and bicycle safety events through SBMOVE and City-based social media accounts, websites, and local media outlets. The

grant will also fund the development of an E-bike safety education program for youths ages 12-18 and parents, including E-bike safety presentations and helmet distributions.

The grant program runs from October 1, 2025, to September 30, 2026.

FISCAL IMPACTS:

The total cost for the OTS grant effort is \$64,429, which includes \$6,687 in staff charges and \$57,742 in contractor costs (SBMOVE), which are required for this effort. The OTS grant funds will cover all costs. There is no requirement for a local funding match for this grant, resulting in no impact to the City's General Fund. Budget appropriations are listed in Table 1 below.

Table 1: OTS Pedestrian and Bicycle Safety Program Budget Appropriations

Category	Fund Type	Account	Total Appropriation
Revenue	OTS – Public Safety (Grant Proceeds)	409-50-5500-44600	\$64,429
Expenditure	OTS – Public Safety	409-50-5500-54010	\$6,687
Expenditure	OTS – Public Safety	409-50-5500-51300	\$57,742
Total Expenditures			\$64,429

ALTERNATIVES:

The City Council may elect not to accept the \$64,429 in grant funds and enter into an agreement with the OTS for the Pedestrian and Bicycle Safety Program and may choose not to execute an agreement with SBMOVE to develop and administer the program. Doing so will result in the forfeiture of grant funding and/or delay in meeting the grant objectives.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. State of California Office of Traffic Safety Grant Agreement PS26034 for the Pedestrian and Bicycle Safety Program
2. Professional Services Agreement with MOVE Santa Barbara County to provide Pedestrian and Bicycle Safety Program funded by the Office of Traffic Safety Grant

ATTACHMENT 1

State of California Office of Traffic Safety Grant Agreement PS26034
for the Pedestrian and Bicycle Safety Program

GRANT AGREEMENT

PS26034

1. GRANT TITLE Pedestrian and Bicycle Safety Program			
2. NAME OF AGENCY Goleta		3. Grant Period From: 10/01/2025 To: 09/30/2026	
4. AGENCY UNIT TO ADMINISTER GRANT Goleta Public Works Department			
5. GRANT DESCRIPTION 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, Safe System Approach, and working with community based organizations are highly encouraged to prevent fatalities and injuries of vulnerable non-motorized road users.			
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$64,429.00 Allocation is contingent upon availability of federal funds.			
7. TERMS AND CONDITIONS: 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"> Schedule A – Problem Statement, Goals and Objectives and Method of Procedure Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) Exhibit A – Certifications and Assurances Exhibit B* – OTS Grant Program Manual Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</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>			
8. Approval Signatures			
A. GRANT DIRECTOR NAME: Luz "Nina" Buelna TITLE: Director of Public Works EMAIL: nbuelna@cityofgoleta.gov PHONE: (805) 961-7561 ADDRESS: 130 Cremona Drive Ste B Goleta, CA 93117 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;">_____ (Signature)</div> <div style="width: 45%; text-align: center;">_____ (Date)</div> </div>		B. AUTHORIZING OFFICIAL NAME: Robert Nisbet TITLE: City Manager EMAIL: rnisbet@cityofgoleta.gov PHONE: (805) 961-7501 ADDRESS: 130 Cremona Drive Ste B Goleta, CA 93117 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;">_____ (Signature)</div> <div style="width: 45%; text-align: center;">_____ (Date)</div> </div>	
C. FISCAL OFFICIAL NAME: Luke Rioux TITLE: Finance Director EMAIL: lrioux@cityofgoleta.gov PHONE: (805) 562-5508 ADDRESS: 130 Cremona Drive Ste B Goleta, CA 93117 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;">_____ (Signature)</div> <div style="width: 45%; text-align: center;">_____ (Date)</div> </div>		D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Stephanie Dougherty TITLE: Director EMAIL: stephanie.dougherty@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive Suite 300 Sacramento, CA 95758 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;">_____ (Signature)</div> <div style="width: 45%; text-align: center;">_____ (Date)</div> </div>	

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: FWGDH8BMWFZ4 REGISTERED ADDRESS: 130 Cremona Drive, Suite B CITY: Goleta ZIP+4: 93117-5599
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PS-26	20.600	0521-0890-101	2025	04/25	BA/25	\$64,429.00
				AGREEMENT TOTAL		\$64,429.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$64,429.00
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.				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$64,429.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

The Office of Traffic Safety (OTS) Pedestrian and Bicycle Safety Program grant will impact the City of Goleta. Located in Santa Barbara County, California, the City of Goleta has a population of 32,140 and is also home to many local businesses, as well as students, faculty, and staff at the nearby University of California – Santa Barbara.

The OTS grant will primarily be aimed at the education of school aged children at the 5 elementary schools in the City of Goleta consisting of Brandon, Elementary School, Ellwood Elementary School, Kellogg Elementary School, La Patera Elementary School, and Santa Barbara Charter School. The program will also include education at Goleta Valley Junior High School and Dos Pueblos High School. The grant will benefit over 280 elementary school aged children, over 750 junior high school students and over 2,100 high school aged students and benefits will extend to the larger Goleta community through special events, community events and public outreach messaging.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

The City uses Crossroads as the local traffic crash database to store and track crash data. Available crash data was analyzed for the most current 3 years which is from 2021 – 2023. Crash data was queried for 2024. However, crash data input into the City's Crossroads database is lagging by over 6 months and crash data for 2024 was incomplete. Therefore 2023 had the most recent complete year for traffic crash data.

Crash data over the 3-year period shows that Goleta has experienced a total of 77 injury crashes involving bicycles and pedestrians and a total of 4 fatal crashes which involved pedestrians. In one case, the fatality involved a pedestrian under the age of 15. Of the 46 crashes resulting in injury to bicyclists, bicyclists under the age of 15 made up 20% of these with a total of 9 children being injured. Of the 32 crashes involving pedestrians and resulting in injury, 10% of these crashes involved children under 15 years of age. There was also one fatal crash involving a child under the age of 15. A percentage of these crashes involved unsafe behavior exhibited by the bicyclist or pedestrian. One disturbing trend is that injury crashes involving bicyclists under the age of 15 has increased in the most recent year crash data. It is speculated that the rise in injuries resulting from bicycle crashes may be attributed to the rising popularity of the use of electric bicycles (e-bikes) by Goleta school aged children.

The City of Goleta and County of Santa Barbara have seen a rise in e-bike users. The number of youth ages 12-18 riding e-bikes has heavily increased. E-bikes increase students' access, build independence, and are environmentally friendly modes of transportation. Recent bike counts show that 51 of Goleta Valley Junior High Students are e-bike riders. At Dos Pueblos High School 120 students are e-bike riders. Unfortunately, every year there are e-bike related crashes with serious injuries and even fatalities. According to the California Highway Patrol, there were more than 9,600 bicycle-involved crashes in California in 2022, 225 of which involved an e-bike (an increase over 80 the prior year), four of which resulted in fatal injuries. Although there is excitement for the new opportunities e-bikes bring, there is a great need to ensure young riders and drivers are educated in traffic safety and sharing the road.

Recent mobility counts show that 18% of Kellogg Elementary students walk to school, with 13% biking. At Brandon Elementary 28% of students walk, and 16% bike. At Ellwood and La Patera Elementary School, 10% percent of students walk and over 15% of students bike. These figures highlight the community's strong reliance on active transportation and the urgent need to ensure safe and accessible routes to schools. Goleta area school personnel and parents have expressed concerns for the safety of school aged children who walk or bike to school, often relaying experiences of near misses for their students and their own children when traveling to and from school and to school bus stops.

As with most agencies, the City strives to eliminate all traffic fatalities and severe injuries, and increasing awareness of all users is a key component. The City of Goleta is committed to the safety of its residents, visitors, and commuters. In line with its Safety Action Plan, the city has adopted a Vision Zero resolution, which sets the goal of eliminating fatalities and serious injuries resulting from road traffic. To achieve this vision, a comprehensive joint planning initiative is being proposed that encompasses public awareness and plan implementation. Through adoption of a Safe System Approach, the City continues to work toward achieving a reduction of crashes resulting in serious injury or death. One component of the Safe System approach is that safety is proactive. Through outreach and education, vulnerable users can be armed with tools necessary to become more aware and able to safely navigate the roadway network.

The City continues to lay the groundwork to identify and address safety concerns. Goleta is prioritizing safety in its planning processes, and the City has taken steps to enhance all modal safety throughout the City. At the beginning of 2024, the city adopted Vision Zero approach to eliminate serious crashes on public roads. In 2022 the City adopted its Traffic Safety Plan (TSP), which is comprised of a Local Roadway Safety Plan (LRSP) and Systemic Safety Analysis Report (SSAR). This is the City's 'Safety Action Plan.' The TSP analyzed the safety data and trends within the city from 2014-2019 and identified several potential improvements at key locations as well as citywide improvements. The TSP will be used to further advance the City's commitment to safety and will be used to guide decision-making as projects and opportunities arise. The TSP was developed with special attention to pedestrian and bicycle safety countermeasures to improve safe mobility throughout the city, given that those users are the most vulnerable and are disproportionately likely to be injured or killed in a traffic crash. One of the goals of the City's TSP is to analyze safety data to enhance bicyclist and pedestrian infrastructure to impact safety. Objectives include a) evaluating risk and crash history to identify safety countermeasures, b) Identify systemic improvements that can be implemented at locations with similar characteristics to improve bicycle and pedestrian infrastructure to encourage increased use by all age groups, c) identify non-infrastructure improvements (policies and programs) that can be implemented to encourage safe behaviors, and d) encourage increased walking for recreational and other purposes by developing an interconnected safe, convenient, and visually attractive pedestrian system. The OTS grant would help the City to achieve several objectives identified in the report.

The City of Goleta Bicycle and Pedestrian Master Plan identifies 37 short- and intermediate-term infrastructure projects to provide improvements for active transportation users. The Bicycle and Pedestrian Master Plan also includes 8 Policy Goals, and 6 Key Performance Measures, aligned with improving bicycling and walking in Goleta. GOAL 6: BICYCLING AND WALKING ENCOURAGEMENT identifies 8 sub-policies related to promoting programs to foster biking and walking in our community. GOAL 7: BICYCLING AND WALKING PROJECT PARTNERING AND FUNDING, identifies 7 sub-policies related to seeking funding and partnering with local community and non-profit organizations to further education, training, facilities, and ultimately improve the safety of biking and walking for all users. Lastly, GOAL 4: BICYCLIST AND WALKER SAFETY, identifies 4 sub-policies striving to improve safety for bicyclists and pedestrians of all user types. The City has also recently completed several safety improvement projects aimed at bicyclists and pedestrians. Making the city streets safer through infrastructure improvements and education to change poor driving habits are long term goals, but in the meantime, young people need to be educated about how to become more aware of other roadway users to avoid and prevent crashes with motor vehicles when walking and biking. Education provided to students on how to safely use a new green bike lane, or how to properly cross at a crossing controlled by rapid flashing beacons or a pedestrian hybrid beacon helps to build confidence, quell confusion, and promote healthy active modes of transportation. Many kids think they are invincible, thinking motorists will automatically see them. They think crosswalks make it safe to cross, that they are "good" bike riders and don't need a helmet, that jumping up a curb lip is all a part of fun bike riding. They don't think about low-light conditions, drivers being distracted, or drivers in a hurry. Teaching students today how to be a safe pedestrian and bicyclist will help to increase their awareness of bicyclists and pedestrians in the future when they become operators of a motor vehicle.

Define the target population the grant intends to serve and how they are affected by the problem(s).

The Office of Traffic Safety Grant will primarily be aimed at the education of school aged children at the 5 elementary schools in the City of Goleta consisting of Brandon, Elementary School, Ellwood Elementary School, Kellogg Elementary School, La Patera Elementary School, and Santa Barbara Charter School. The program will also include education at Goleta Valley Junior High School and Dos Pueblos High School. Results of transportation mode surveys conducted at each school in 2023 showed an average of 22% of the students walk or bike to school each day. This number shows a slight increase from pre-pandemic numbers.

For schools such as La Patera and Goleta Valley Junior High School many students alternatively walk to school bus stops. The students who require busing to school are mainly from the Goleta Old Town Area. This area is bounded by US 101 to the north and the Santa Barbara Airport to the south. Goleta's Old Town area has been historically classified as a disadvantaged community through U.S. Department of Housing and Urban Development, using Census Block data, and local free school lunch program data. Old Town Goleta has three Communities of Concern with over 25% zero-car households which are reliant on alternative modes of transportation. In addition, there are no schools located in the Old Town Area, and children are bused to La Patera or Kellogg elementary schools and Goleta Valley Junior High School located on the north side of US 101. Students who walk or bike from Old Town to Goleta Valley Junior High School are exposed to many barriers having to cross over US 101 via a busy arterial street and through busy interchanges. Education and Outreach on bicycle and pedestrian safety gives active transportation users the knowledge tools.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of pedestrians killed under age 15 in traffic crashes.
6. Reduce the number of pedestrians injured under age 15 in traffic crashes.
7. Reduce the number of pedestrians killed over age 65 in traffic crashes.
8. Reduce the number of pedestrians injured over age 65 in traffic crashes.
9. Reduce the number of bicyclists killed in traffic crashes.
10. Reduce the number of bicyclists injured in traffic crashes.
11. Reduce the number of bicyclists under age 15 killed in traffic crashes.
12. Reduce the number of bicyclists under age 15 injured in traffic crashes.
13. Increase bicycle helmet usage.

B. Objectives:

	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate in traffic safety fairs and/or community events with an effort to reach individuals.	3
3. Collaborate with traffic safety stakeholders (government organizations, health care agencies, law enforcement agencies, and/or community-based organizations) to reach individuals.	4
4. Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month.	4
5. Distribute pedestrian/bicycle safety items to increase safety and visibility at no cost to youth or community members in need, who received traffic safety education during bicycle rodeos, presentations, workshops, trainings, and community events. Report quarterly the dates and locations where pedestrian/bicycle safety items were distributed.	1
6. Conduct Walking School Buses at schools with an effort to reach students.	6
7. Conduct bicycle helmet usage surveys pre and post-grant activities. Bicycle helmet usage surveys should occur at the start and end of the grant. A pre-survey will be required to determine the base year helmet use rate and a post-survey will be required to determine the operational rate. Pre and post surveys should be conducted at the same location. Upload completed survey to GEMS.	2
8. Conduct bicycle rodeos.	2
9. Distribute and properly fit OTS funded bicycle helmets at no cost to community members in need who receive bicycle helmet safety education.	100

10. Purchase bicycle helmets.	100
11. Conduct community bicycle rides providing bicycle safety education to promote safe bicycling in the community with an effort to reach bicyclists.	10
12. Participate in quarterly meetings with countywide pedestrian and/or bicycle safety stakeholders to collaborate on events, share best practices, and leverage resources.	4
13. Execute subcontracts referenced in the budget. Prior to finalizing the subcontract, grantee should work with the OTS to ensure all costs in the sub contract are allowable. Upon execution of subcontract, upload a copy of the subcontract and request a revision to the grant budget to add new budget line items for associated costs under contractual services. If not yet executed, provide ETA.	1
14. Conduct Bike Safety Education and Training classes for elementary students at participating schools. Classes will include helmet fitting, a bicycle safety check, clothing check, and skills such as stopping, yielding, and using turn signals, among others. Bicycles and helmets will be provided for all students. Classes will include instructors, course material, set up and take down, and options for PE teachers to learn the curriculum. When reporting, include date/location, total number of students completing each course, and number of new students learning to ride for the first time.	48
15. Conduct E-bike safety presentations with an effort to reach youth. Presentations would take place in classrooms or auditoriums, during school, at elementary, junior high and high schools.	5
16. Coordinate with schools to conduct mobility (mode choice) counts, which will include the school's name, date, number of students surveyed, and mode of travel. Provide a summary of the data quarterly.	4
17. Develop a standardized E-bike education program that can be used in junior and senior high schools. Curriculum would contain three components: (1) an in-class presentation which would include information that specifically relates to riding an e-bike, such as class, helmet laws, carrying passengers and traffic laws; (2) a traffic skills course for use on school grounds to review traffic law and other traffic scenarios unique to e-bike riders including speed and stop time; and (3) road ride guidelines for instructors that include route considerations, varied infrastructure and bikeway access. Educational materials for community members would include engaging safety literature for students and an e-bike buyers guide for parents.	1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of \$5,000 or more (including tax and shipping) must comply with Buy America.

Media Requirements

- Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

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

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would

be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.

- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.

- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

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

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - 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.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

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.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PS-26	20.600	State and Community Highway Safety	\$64,429.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				
Project Manager	402PS-26	\$91.24	45	\$4,106.00
Benefits - Project Manager @ 62.87%	402PS-26	\$4,106.00	1	\$2,581.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$6,687.00
B. TRAVEL EXPENSES				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
C. CONTRACTUAL SERVICES				
Educational Services for Pedestrian and Bicycle Safety - \$57,742	402PS-26	\$57,742.00	1	\$57,742.00
> Traffic Safety Fairs/Community Events	402PS-26	\$0.00	3	\$0.00
> National and State Traffic Safety Campaigns	402PS-26	\$0.00	4	\$0.00
> Walking School Buses	402PS-26	\$0.00	6	\$0.00
> Pre and Post Bicycle Helmet Surveys	402PS-26	\$0.00	2	\$0.00
> Bicycle Rodeos	402PS-26	\$0.00	2	\$0.00
> Community Bike Rides	402PS-26	\$0.00	10	\$0.00
> Stakeholder Meetings	402PS-26	\$0.00	4	\$0.00
> Bicycle Safety Skills Classes	402PS-26	\$0.00	48	\$0.00
> Bicycle Helmets	402PS-26	\$0.00	100	\$0.00
> Mobility Counts	402PS-26	\$0.00	4	\$0.00
> CBO Collaboration Meetings	402PS-26	\$0.00	4	\$0.00
> Pedestrian/Bicycle Safety Items	402PS-26	\$0.00	1	\$0.00
> Develop E-Bike Program	402PS-26	\$0.00	1	\$0.00
> E-bike Safety Presentations	402PS-26	\$0.00	5	\$0.00
Category Sub-Total				\$57,742.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00

GRANT TOTAL	\$64,429.00
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BUDGET NARRATIVE

PERSONNEL COSTS

Project Manager - Responsible for the day-to-day implementation of the grant. Ensures program deliverables are met, supervises program staff, completes required reporting, reviews and approves developed materials, and coordinates directly with OTS Program Coordinator and PIO. Claim should reflect actual costs up to the rate specified.

Benefits - Project Manager @ 62.87% - Claim should reflect actual costs up to the rate specified.

TRAVEL EXPENSES

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CONTRACTUAL SERVICES

Educational Services for Pedestrian and Bicycle Safety - \$57,742 - Goleta Public Works Agency will seek a contractor to assist with fulfilling the goals and objectives of this grant. Work rendered for this program will include the following expenses: fees to provide pedestrian and bicycle safety education to students at local schools and attendees of local community events and safety fairs.

Prior to finalizing the subcontract, grantee will work with the OTS to ensure the subcontract budget and all costs are allowable. Upon execution of subcontract, grantee will provide a copy of the subcontract to the OTS and will request a grant budget revision to include the associated costs of the subcontract in the grant budget as a prerequisite for claiming these costs.

> Traffic Safety Fairs/Community Events - Participate in traffic safety fairs and/or community events with an effort to reach individuals.

> National and State Traffic Safety Campaigns - Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month.

> Walking School Buses - Conduct Walking School Buses at schools with an effort to reach students.

> Pre and Post Bicycle Helmet Surveys - Conduct pre and post-grant activities bicycle helmet usage surveys during the months of October (start of the grant) and September (end of the grant). A pre-survey will be required to determine the base year helmet use rate and a post-survey will be required to determine the operational rate. Upload completed survey to GEMS.

> Bicycle Rodeos - Conduct bicycle rodeos with an effort to reach individuals.

> Community Bike Rides - Conduct community bicycle rides providing bicycle safety education to promote safe bicycling in the community with an effort to reach bicyclists.

> Stakeholder Meetings - Participate in quarterly meetings with countywide pedestrian and/or bicycle safety stakeholders to collaborate on events, share best practices, and leverage resources.

> Bicycle Safety Skills Classes - Support bicycle safety education classes for students at elementary schools. Classes will typically take place during PE and will include helmet fitting, a bicycle safety check, clothing check and lesson-based skills such as stopping, yielding, using turn signals, among others. Bicycles and helmets will be provided. Instruction, course material, set up and take down and teacher training will be provided. Reporting will include date/location of each event, total number of students completing each course and number of new students who learned to ride for the first time.

> Bicycle Helmets - Helmets to be distributed at no cost during bicycle rodeos and other bicycle safety related events. Cost per helmet not to exceed a Unit Cost of \$20, including shipping, handling, and tax. More expensive helmets may be purchased if approved by OTS.

> Mobility Counts - Coordinate with schools to conduct mobility (mode choice) counts which will include the school name, date, number of students surveyed and mode of travel. Provide a summary of the data.

> CBO Collaboration Meetings - Work closely with community-based organizations at both the neighborhood and community level with an effort to reach individuals.

> Pedestrian/Bicycle Safety Items - Cost may include bicycle headlights/taillights, reflectors, and reflective items such as arm and leg bands, tape, or zipper pulls; to be distributed at no cost during bicycle rodeos, on-foot pedestrian trainings, presentations, workshops, community events and other pedestrian or bicycle traffic

safety related events to increase safety and visibility. Additional items may be purchased if approved by OTS.
> Develop E-Bike Program - E-bike education program for students and parents.
> E-bike Safety Presentations - E-bike safety presentations with an effort to reach students.
EQUIPMENT -
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS <p>There will be no program income generated from this grant.</p> <p>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.</p> <p>Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.</p> <p>Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.</p>

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

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

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] 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);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *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](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[1\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

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-awards 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 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 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

(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.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

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. The NHTSA website (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.

ATTACHMENT 2

Professional Services Agreement with MOVE Santa Barbara County to provide
Pedestrian and Bicycle Safety Program funded by the Office of Traffic Safety Grant

Project Name: Office of Traffic Safety Grant Pedestrian and Bicycle Safety Program

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
MOVE SANTA BARBARA COUNTY**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 16th day of September, 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MOVE SANTA BARBARA COUNTY**, a California non-profit corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional services for providing a Bicycle Safety Program including advocacy, education, and outreach to Goleta area schools promoting bicycle and pedestrian education safety services in conjunction with the Office of Traffic Safety (OTS) grant project; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Council, on this 16th day of September, 2025, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Services to deliver the Pedestrian and Bicycle Safety Program to seven Goleta schools: Kellogg Elementary School, Ellwood Elementary School, Brandon Elementary School, La Patera Elementary School, Santa Barbara Charter School, Goleta Valley Junior High, and Dos Pueblos High School; and in conjunction with the Office of Traffic Safety (OTS) project as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$57,742 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Teresa Lopes. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 2026, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Kim Stanley is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or

liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third-Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no

vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of

CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage

or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. STATE AND FEDERAL LOBBYING

The CONSULTANT as Subgrantee, will comply with all Federal and State Lobbying requirements ("political Activity (Hatch Act)", "Certification Regarding Federal Lobbying" and "Restriction on State Lobbying") as set forth in the Offices of Traffic Safety Grant Agreement (PS26034) attached as Exhibit C.

22. NONDISCRIMINATION

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

23. BUY AMERICA

CONSULTANT shall 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.

24. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

25. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

26. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

27. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

28. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

29. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

30. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

31. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

32. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

33. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:	Attention: Robert Nisbet, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
----------	--

TO CONSULTANT: Rick Wayman
Interim Executive Director
Santa Barbara Cycle Coalition
(MOVE Santa Barbara County)
P.O. Box 92047 Santa Barbara, CA 93190
(805) 845-8955
rick@movesbcounty.org

34. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Robert Nisbet, City Manager

CONSULTANT

Signed by:
Rick Wayman
241A06C4EC25495..., Interim Executive Director

ATTEST

Deborah Lopez, City Clerk

Signed by:
Kim Stanley
EF705A27A0E94E6..., Program Manager

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4365248AE5424CE..., Deputy City Attorney

Exhibit A

Scope of Work

CONSULTANT shall deliver the Pedestrian and Bicycle Safety Program to seven Goleta schools: Kellogg, Ellwood, Brandon, La Patera, Santa Barbara Charter School, Goleta Valley Junior High School, and Dos Pueblos High School.

The Pedestrian and Bicycle Safety Program shall include the objectives as listed in the following table:

Grant Objective #	Task	Description	Target Number
1	Issue Press Release	Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2	Participate in Community Events	Participate in traffic safety fairs and/or community events with an effort to reach individuals.	3
3	Collaborate with Community-Based Organizations	Work closely with community-based organizations at both the neighborhood and community level with an effort to reach individuals.	4
4	Participate in National Campaigns	Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month. Distribute helmets and pedestrian/bicycle safety items at no cost to youth or community members in need during these campaigns.	4
5	Distribute Safety Items	Distribute pedestrian/bicycle safety items to increase safety and visibility at no cost to youth or community members in need, who received traffic safety education during bicycle rodeos, presentations, workshops, trainings, and community events as noted. Report quarterly the dates and locations where pedestrian/bicycle safety items were distributed.	1

6	Conduct Walking School Buses	Conduct Walking School Buses at schools with an effort to reach students. Distribute pedestrian/bicycle safety items at no cost to youth or community members in need during the walking buses.	6
7	Conduct Bicycle Helmet Usage Studies	Conduct pre and post-grant activities bicycle helmet usage surveys during the months of October (start of the grant) and September (end of the grant). A pre-survey will be required to determine the base year helmet use rate, and a post-survey will be required to determine the operational rate. Pre-and-post surveys should be conducted at the same location. Upload completed survey to GEMS.	2
8	Conduct Bicycle Rodeos	Conduct bicycle rodeos with an effort to reach youth. Distribute helmets and pedestrian/bicycle safety items at no cost to youth or community members in need during the rodeos.	2
9	Distribute Helmets	Distribute and properly fit OTS funded bicycle helmets at no cost to community members in need who receive bicycle helmet safety education during skills classes, bicycle rodeos, presentations, workshops, trainings, and community events as noted. Report quarterly the dates and locations where helmets were distributed and number of helmets distributed at each event.	100
10	Purchase Helmets	Purchase bicycle helmets	100
11	Conduct Community Bicycle Rides	Conduct community bicycle rides providing bicycle safety education to promote safe bicycling in the community with an effort to reach bicyclists.	10
12	Quarterly Stakeholder Meetings	Participate in quarterly meetings with countywide pedestrian and/or bicycle safety stakeholders to collaborate on events, share best practices, and leverage resources.	4
14	Bike Safety Skills Classes	Conduct bicycle safety education classes for students at elementary schools. Classes will typically take place during PE and will include helmet fitting, a bicycle safety check, clothing	48

		check and lesson-based skills such as stopping, yielding, using turn signals, among others. Bicycles and helmets will be provided. Instruction, course material, set up and take down and teacher training will be provided. Reporting will include date/location, total number of students completing each course and number of new students who learned to ride for the first time.	
15	Conduct E-bike Safety Presentations	Conduct electric bicycle safety presentations with an effort to reach youth. Presentations would take place in classrooms or auditoriums, during school, at elementary, junior high and high schools. Distribute helmets and pedestrian/bicycle safety items at no cost to youth or community members in need during these presentations.	5
16	Conduct School Mobility Counts	Coordinate with schools to conduct mobility (mode choice) counts which will include the school name, date, number of students surveyed and mode of travel. Provide a summary of the data	4
17	Develop E-bike Program	Develop an E-bike education program for youth ages 12-18 and parents. Develop a standardized e-bike education program that can be used in junior and senior high schools. Curriculum would contain three components: (1) an in-class presentation which would include information that specifically relates to riding an e-bike, such as class, helmet laws, carrying passengers and traffic laws; (2) a traffic skills course for use on school grounds to review traffic law and other traffic scenarios unique to e-bike riders including speed and stop time; and (3) road ride guidelines for instructors that include route considerations, varied infrastructure and bikeway access. Written educational materials available to community members would include engaging safety literature for students and an e-bike buyer's guide for parents.	1

The Consultant shall adhere to the requirement, terms and conditions set forth in the Office of Traffic Safety (OTS) Grant Agreement (PS26034) attached hereto as Exhibit C.

REPORTING:

The Consultant shall be responsible for providing data collection and reporting to the City as set forth listed in the OTS Grant Agreement (PS24015) attached hereto as Exhibit C.

Exhibit B

Schedule of Fees

Task	Description	Quantity	Cost	Total
Issue Press Release (Grant Objective 1)	Issue a press release announcing the kick-off of the grant by November 15.	1	\$0 (See Note 1)	\$0 (See Note 1)
Participate in Events (Grant Objective 2)	Participate in traffic safety fairs and/or community events with an effort to reach individuals. Distribute pedestrian/bicycle safety items at no cost to youth or community members in need during these events.	3	\$815	\$2,445
Meet and Collaborate with Community-Based Organizations (Grant Objective 3)	Work closely with community-based organizations at both the neighborhood and community level with an effort to reach individuals.	4	\$656	\$2,624
Participate in Campaigns (Grant Objective 4)	Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month. Distribute helmets and pedestrian/bicycle safety items at no cost to youth or community members in need during these campaigns.	4	\$1,000	\$4,000
Distribute Safety Items (Grant Objective 5)	Distribute pedestrian/bicycle safety items to increase safety and visibility at no cost to youth or community members in need, who received traffic safety education during bicycle rodeos, presentations, workshops, trainings, and community events as noted. Report quarterly the dates and locations where pedestrian/bicycle safety items were distributed.	1	N/A (See Note 2)	N/A (See Note 2)
Conduct Walking Buses (Grant Objective 6)	Conduct Walking School Buses at schools with an effort to reach students. Distribute pedestrian/bicycle safety items at no cost to youth or community members in need during the walking buses.	6	\$415	\$2,490
Conduct Helmet Surveys (Grant Objective 7)	Conduct pre and post-grant activities bicycle helmet usage surveys during the months of October (start of the grant) and September (end of the grant). A pre-survey will be required to determine the base year helmet use rate and a post-survey will be required to determine the operational rate. Upload completed survey to GEMS.	2	\$500	\$1,000
Conduct Bicycle Rodeos (Grant Objective 8)	Conduct bicycle rodeos with an effort to reach youth. Distribute helmets and pedestrian/bicycle safety items at no cost to youth or community members in need during the rodeos.	2	\$750	\$1,500
Distribute Helmets (Grant Objective 9)	Distribute and properly fit OTSfunded bicycle helmets at no cost to community members in need who receive bicycle helmet safety education during skills classes, bicycle rodeos, presentations, workshops, trainings, and community events as noted. Report quarterly the dates and locations where helmets were distributed and number of helmets distributed at each event.	100	N/A (See Note 3)	N/A (See Note 3)
Purchase Helmets (Grant Objective 10)	Purchase bicycle helmets.	100	\$15	\$1,500
Conduct Bicycle Rides (Grant Objective 11)	Conduct community bicycle rides providing bicycle safety education to promote safe bicycling in the community with an effort to reach bicyclists.	10	\$1,650	\$16,500
Quarterly Stakeholder Meetings (Grant Objective 12)	Participate in quarterly meetings with countywide pedestrian and/or bicycle safety stakeholders to collaborate on events, share best practices, and leverage resources.	4	\$298	\$1,192
Bicycle Skills Classes (Grant Objective 14)	Support bicycle safety education classes for students at elementary schools. Classes will typically take place during PE and will include helmet fitting, a bicycle safety check, clothing check and lesson-based skills such as stopping, yielding, using turn signals, among others. Bicycles and helmets will be provided. Instruction, course material, set up and take down and teacher training will be provided. Reporting will include date/location, total number of students completing each course and number of new students who learned to ride for the first time.	48	\$200	\$9,600
Conduct E-Bike Safety Presentations (Grant Objective 15)	Conduct electric bicycle safety presentations with an effort to reach youth. Distribute helmets and pedestrian/bicycle safety items at no cost to youth or community members in need during these presentations. Presentations would take place in classrooms or auditoriums, during school, at elementary, junior high and high schools. Distribute helmets and pedestrian/bicycle safety items at no cost to youth or community members in need during these presentations.	5	\$800	\$4,000
Conduct Mobility Counts (Grant Objective 16)	Coordinate with schools to conduct mobility (mode choice) counts which will include the school name, date, number of students surveyed and mode of travel. Provide a summary of the data.	4	\$900	\$3,600
Develop E-Bike Program (Grant Objective 17)	Develop an E-bike education program for youth ages 12-18 and parents. Develop a standardized e-bike education program that can be used in junior and senior high schools. Curriculum would contain three components: (1) an in-class presentation which would include information that specifically relates to riding an e-bike, such as class, helmet laws, carrying passengers and traffic laws; (2) a traffic skills course for use on school grounds to review traffic law and other traffic scenarios unique to e-bike riders including speed and stop time; and (3) road ride guidelines for instructors that include route considerations, varied infrastructure and bikeway access. Written educational materials available to community members would include engaging safety literature for students and an e-bike buyer's guide for parents.	1	\$5,377	\$5,377
Purchase Safety Items (Grant Contractual Services Item)	Purchase items to increase visibility and predictability of people walking and bicycling such as reflective arm and leg bands, zipper pulls, stickers, bicycle headlights/taillights, bells, and reflective gear to be distributed at no cost. Additional items may be purchased if approved by OTS.	1	\$1,914	\$1,914
TOTAL				\$57,742

Notes

1. This Objective will be completed by the City
2. This Item is listed as a separate Objective in the OTS Grant Agreement - Move has included this as a no cost item. The cost for distribution of safety items is included in Objectives 4, 6, 8, & 15
3. This Item is listed as a separate Objective in the OTS Grant Agreement - Move has included this as a no cost item. The cost for distribution of helmets is included in Objectives 4, 6, 8, & 15
4. Objective 13 in the OTS Grant Agreement is for the execution of the contract between the City (Grantee) and MOVE - there is no cost associated with this Objective

Exhibit C

Office of Traffic Safety Grant Agreement PS26034

(Attach Executed Grant Agreement (PS24015))