

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
ALTA PLANNING + DESIGN**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement (“First Amendment”) is made and entered into this *January 28, 2020*, by and between the City of Rialto (“City”) and *Alta Planning + Design*, (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated *August 14, 2018*, (“Agreement”), whereby Consultant agreed to provide professional services to the City related to Professional Services to develop the City of Rialto Bike Share Feasibility Study for a total amount of \$105,097.

2.2 Amendment. City and Consultant desire to amend the Agreement by this First Amendment to include additional tasks for the project as set forth in “Exhibit A”, to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement.

3. TERMS.

3.1 Description. The following paragraph is hereby added to Section 1 of the Agreement:

“The additional services to be provided pursuant to this First Amendment to the Agreement are more particularly described in “Exhibit A”, attached hereto and incorporated herein by this reference.”

3.2 Scope of Work. The following paragraph is hereby added to Section 2 of the Agreement:

“Consultant’s scope of work for the additional services included in this First Amendment to the Agreement is described on “Exhibit A”, attached hereto and incorporated herein by this reference.”

3.3 Payment Terms. The following paragraph is hereby added to Section 3 of the Agreement:

“Consultant shall be compensated for the additional services included in the First Amendment to the Agreement as set for in “Exhibit A”, attached hereto and incorporated herein by this reference, which shall not exceed \$81,235 (*Eighty-One Thousand, Two Hundred Thirty-Five Dollars and 00 Cents*). The total compensation to the amended Agreement shall not exceed \$186,332 (*One Hundred Eighty-Six Thousand, Three Hundred Thirty-two Dollars and 00 Cents*).”

3.4 Time for Performance. The following paragraph is hereby added to Section 4 of the Agreement:

“The additional services included in the First Amendment to the Agreement as set for in “Exhibit A”, attached hereto and incorporated herein by this reference, shall begin immediately upon the City Council’s approval of the First Amendment and shall be completed within three years of its approval.”

3.5 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.7 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.8 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Contractor represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Contractor attests under penalty of perjury, personally and on behalf of Contractor, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

3.9 Corporate Authority. The persons executing this First Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this First Amendment on behalf of said party, (iii) by so executing this First Amendment, such party is formally bound to the provisions of this First Amendment and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have caused their authorized representative to execute this agreement the day and year first above written.

CITY OF RIALTO

ALTA PLANNING + DESIGN

By: _____
Deborah Robertson
Mayor

By: _____
Signature

Attest:

Greg Maher
Printed Name

Vice President
Title

By: _____
Barbara McGee
City Clerk

By: _____
Signature

Approved as to Form:

Brett Hondorp
Printed Name

By: _____
Fred Galante, Esq.
City Attorney

President
Title

****Two signatures are required if a corporation****

EXHIBIT A

SCOPE OF WORK, WORK SCHEDULE AND SCHEDULE OF COMPENSATION

SCOPE OF WORK

Optional Task 4. Implementation

TASK 4.1 PROCURE BIKE SHARE EQUIPMENT AND OPERATOR

Alta will serve as technical support for the process of procuring a bike share equipment provider and operator. We have learned from client communities that procuring for bike share is often a unique process, distinct from other City procurement approaches. Our team brings experience connecting City goals and desired outcomes with the mechanics of contract language, service level agreements, and negotiation terms. Our team will work closely with City of Rialto staff, including the City's internal legal or procurement specialists. This task is expected to span a 90 day period and require up to 60 hours of staff time to provide the written content needed as well as be available for an estimated four (4) phone calls for interdepartmental coordination and review.

TASK 4.2 IMPLEMENT OUTREACH AND INCENTIVE PLANS

A. Outreach Events: A robust outreach and promotion program is key to the success of any bike share system. Alta will develop the messaging and content for all outreach materials for the City of Rialto to review. The copy will include high level messaging to be used by outreach staff as well as content for all printed material. The team will consider the timing and location of the bike share station rollout, and will design up to five (5) marketing materials for this campaign. This suite of materials will be determined as part of the Outreach Plan developed in Task 2.6; we expect it to include a variety of community-based outreach collateral. For example, flyers may be the most effective marketing tool for promoting an upcoming ribbon-cutting event, whereas geo-targeted online social media may be more appropriate for people who live in close proximity to a new bike share station. Further, outreach materials and staffing at community events such as street fairs, health fairs, or business events may be the most effective way to forge relationships with bike share users and gather feedback, and may be more effective than online promotions in some communities. Examples of campaign materials include the following:

- Social media advertisements
- Collateral materials, such as brochures, stickers, keychains, and reflective accessories
- Branded t-shirts, tablecloth, A-board, or other identifying items for outreach staff
- Design support for games or engaging activities at outreach events

Outreach Materials Messaging and Content

Based on the campaign goals and desired behaviors defined at the kick-off meeting and the project team's knowledge of effective bike share messages, Alta will develop the messaging and content for all outreach and collateral materials for the City to review. The copy will include high level messaging to be used by outreach staff as well as content for all printed material. The project team will present draft messaging and content for each piece of collateral to the City. Following up to two rounds of consolidated, consistent comments, Alta will finalize the messaging and content for the campaign.

Campaign Design

Following the development of campaign messaging and upon the City's approval of the campaign concept, Alta will prepare two (2) design concepts for overall look and feel, including colors, fonts, and graphics. This task assumes the City will provide all high resolution photos or images needed for the materials. If stock photography and/or icon purchases are called for, Alta can provide guidance to the City, or Alta can purchase stock photography and icons if the appropriate funds are added to the current budget. The City will provide bike share branding guidelines plus vector (AI, PDF, EPS) versions of any logos needed. Alta will present the concepts to City staff for comments.

Alta will provide up to two (2) draft concepts for overall look and feel using one of the chosen print collateral items. The City will select one draft design to move forward with, and Alta will finalize the design based on City staff feedback.

Materials Production

With the City's approval of the final campaign design, Alta's graphic design team will design and produce campaign materials as set forth in the marketing plan. Alta will produce up to five (5) possible materials. As described in more detail above, example campaign materials include print and online ads, posters, brochures, t-shirts, tablecloths and other outreach collateral. Alta will produce one draft proof for each item and will present those draft materials to the City for comment. Based on one set of consolidated comments from City staff, we will produce a final graphic file (PDF and native graphic file) of each item.

Implementation

This task is where we put the campaign into action. At this stage, we will have already finalized the marketing approach, but we will need to print and procure collateral, and conduct outreach activities to get our messages out to the community. This task assumes that the City is responsible for all costs associated with material printing.

Outreach Events

We have budgeted for in-person outreach and will work with the City to help define the appropriate implementation strategy. Alta will coordinate their outreach activities with local partners such as Inland Empire Biking Alliance, and Loma Linda University. These partners can provide an important community-based voice to the project, while working closely with the support of both Alta and City staff.

As part of this subtask, we will develop a training for outreach staff to prepare them for outreach activities in the community. Possible outreach activities include the following:

- Hanging posters in businesses and distributing yard signs to residents
- Talking with residents and distributing promotional materials at existing community events, such as farmers markets and street fairs
- Hosting activities at large employers and organizations, or at community centers, to provide information about Bike Share

As the City may have specific ideas and interests related to conducting community outreach related to the campaign, we look forward to working together to craft an appropriate and effective suite of education and outreach activities.

B. Implement Employer Incentive Plan

Alta will implement the strategies and programs from the Employer Incentive Plan developed in Task 2.6. We have budgeted 80 hours of staff time for this task which will include the development of the materials for the program and in-person events to promote the program.

TASK 4.3 BIKE SHARE TRAINING AND EDUCATION

To complement and enhance the implementation of Rialto's bike share system, Alta will host up to six (6) adult-focused bicycle safety training workshops that will show participants how to ride confidently and safely on city streets and trails. These workshops will include training on how to properly use the chosen bike share hardware vendor's bicycles and other equipment (e.g., docking stations, racks, locks, mobile applications, etc.). Alta has 20 years of experience creating engaging and exciting opportunities to educate people on traffic safety. Our staff have created curricula in hundreds of cities across the country, educating tens of thousands of participants, of all ages, skill levels and languages. Alta understands the community's needs and has long-established ties to other groups and leaders throughout the region, such as the Inland Empire Biking Alliance, allowing our workshop outreach efforts to be extremely effective.

Three (3) units of three-hour 'Need to Know' Bike Safety Workshops, in English and Spanish languages. Three (3) units of eight-hour 'Traffic Skills 01' classes as proscribed by the League of American Bicyclists. These longer classes include an on-road group riding session following an in-classroom portion that covers the essentials. Classes may be taught in Spanish if there is sufficient demand.

Workshops will serve a diverse audience, including youth programming (under 20 years of age) and community leaders including city and district staff. Whenever possible, the 3-hour 'Need to Know' workshops will be hosted in partnership with community groups, elected officials, and city departments, to increase outreach efforts – and the staff of these groups will be encouraged to participate in the program, lending additional visibility to the education efforts.

To encourage a broad range of individuals to participate in the safety workshops, our team will create eye-catching, exciting, and welcoming materials to reach diverse audiences. Themed workshops will provide a 'fresh' take on the classes, and appeal to diverse audiences, who may otherwise not be connected to the cycling community. Examples of these types of themes may include: Women-only classes during Women's History Month; or LGBTQ classes during Pride Month; or a 'Senior Cycling' program for older residents. Workshops will take place at locations where community members already congregate (such as community centers, parks, or libraries), to reach the widest possible audience for the workshops.

TASK 4.4 ONGOING MONITORING AND SUPPORT

Once the program is launched, the City will need ongoing coordination with the chosen vendor. Alta's monitoring and support services will focus on: 1) evaluating bike share program usage against established performance measures; 2) evaluating bike share program operations against the provider's service level agreement; 3) evaluating the impacts and any new opportunities or challenges related to outreach, education, and

encouragement programs; and 4) recommending any modifications to the station locations, system size, or operational model based on usage and operations data available. Based on our experience providing ongoing monitoring and support for programs like Capital Bike Share in Washington, DC (quarterly data analysis and reporting) and BIKETOWN in Portland, OR (on-call (on-call station siting for relocation and expansion), we anticipate up to 40 hours per quarter is needed over the 20 month timeframe (totaling 280 hours). This includes seven (7) quarterly reports of usage, service level, and outreach based on available data and monthly coordination calls (three (3) per quarter, or 20 total).

TASK 4.5 GRANT WRITING AND SUPPORT

Alta will support the City of Rialto with writing a grant application for the Clean Mobility Option Voucher Pilot Program. Alta will develop all technical content and supporting graphics related to the grant and will coordinate with the City. Alta will support the City through the application process and provide technical responses to the Clean Mobility Program as needed until award is made. Provide coordination for MSRC grant amendment process. Alta will attend and support Staff at City Council for Grant Funding Adoption.

Task 4 Deliverables:

- Procure bike share equipment and operator
- Implement outreach and incentive plans
- Up to six (6) bike share trainings
- Ongoing monitoring and support
- One Grant Application

SCHEDULE:

Pending Contract Amendment and NTP:

1 Month from NTP – RFP Release

2-6 Months from NTP – Vendor Selection

7-36 Months from NTP – Implementation of Bikeshare Program

COST PROPOSAL:

TASK	Task Hours	Total Task Fee
<i>2018 Hourly Rate*</i>		
Task 4. Implementation	417	\$63,736
4.1 Procure Bike Share Equipment and Operator	42	\$6,965
4.2 Implement Outreach and Incentive Plans	118	\$17,066
4.3 Bike Share Training and Education	64	\$9,874
4.4 On-going Monitoring and Support	193	\$29,831
Task 5. Grant Writing	108	\$17,316
5.1 Clean Mobility Grant Writing	42	\$6,422
5.2 Technical Documentation/ Support for requested Data	34	\$5,198
5.3 Contract amendment with MSRC/City Council	16	\$2,848
5.4 Incorporation into the Existing Implementation	16	\$2,848
Staff Hours	417	\$81,052
Reimbursable Expenses & Travel	\$183	\$183
Project Total	\$183	\$81,235