

AGREEMENT BETWEEN THE
COUNTY OF MONTEREY
AND
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

This agreement is entered by the County of Monterey, through the Monterey County Health Department, (hereafter “County” or “MCHD”), and the Transportation Agency for Monterey County, (hereafter “TAMC”).

PURPOSE

The purpose of this agreement is to set forth the roles and responsibilities of the County and TAMC with respect to the implementation of the Via Salinas Valley: Pathways to Health through Active Transportation (hereinafter “PROJECT”) as well as setting forth the procedures for obtaining additional state and federal funds.

RECITALS

WHEREAS, the Active Transportation Program (“ATP”) was created by California Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation;

WHEREAS, the ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation;

WHEREAS, the ATP guidelines were adopted by the California Transportation Commission on March 20, 2014 to provide guidance to applicants, implementing agencies and Metropolitan Planning Organizations;

WHEREAS, the Legislature of the State of California has enacted legislation by which certain State and federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these state and/or federal-aid funds;

WHEREAS, TAMC is responsible for regional transportation planning and implementation and has Master Fund agreements with Caltrans to receive federal and state funds;

WHEREAS, MCHD, TAMC and the Salinas Valley cities of Salinas, Gonzales, Soledad, Greenfield and King (hereinafter “Valley Cities”) partnered to develop an application to receive Active Transportation Program funds for the PROJECT;

WHEREAS, the PROJECT consists of a series of physical improvements to be constructed within the Valley Cities and portions of the unincorporated area of the County; and

WHEREAS, the PROJECT was awarded \$4.66 Million in Active Transportation Program funds;

WHEREAS, as described herein, the Lead Agency is responsible for grant administration, partner coordination, evaluation and developing data for the PROJECT;

WHEREAS, as described herein, the Implementing Agency is responsible and accountable for the use and expenditure of program funds as well as overseeing the construction of the PROJECT to ensure timely delivery in accordance with federal and state requirements;

NOW, THEREFORE, the parties hereto agree as follows:

1. This agreement is effective upon August 1, 2015 and shall remain in effect until December 31, 2016, or until the completion of the PROJECT under the terms of the ATP grant award, whichever occurs last.
2. The County through MCHD shall act as the Lead Agency for the PROJECT, and in that role will:
 - a) Facilitate regular partner meetings with TAMC, Valley Cities and other organizations and stakeholders;
 - b) Facilitate communications between state and partner agencies, announcements, develop agendas and meeting minutes;
 - c) Collect walking and bicycling data for project tracking and reporting; and
 - d) Monitor PROJECT progress and provide input for semi-annual and final delivery reports in accordance with the ATP guidelines.

County/HCHD shall be reimbursed for its efforts, described above, from available PROJECT funds through funding allocations submitted by TAMC in approved amounts not to exceed One Hundred Forty Thousand Dollars (\$140,000).

3. TAMC shall act as the Implementing Agency, and in that role will:
 - a) Develop a schedule to implement the PROJECT;
 - b) Obtain agreements from participating Valley Cities committing them to the timely fulfillment of each city's respective construction activity identified in the PROJECT application.
 - c) Request funding allocations from the California Transportation Commission in the same manner as for State Transportation Improvement Program ("STIP") funds, and include a copy of this Agreement between the County of Monterey and the TAMC in the initial funding allocation request;
 - d) Request PROJECT extensions to the California Transportation Commission, if needed;
 - e) Oversee procurement procedures and review contracts to ensure federal requirements are met;
 - f) Oversee PROJECT delivery to ensure proper compliance with state, federal and local requirements such as the National Environmental Policy Act, California Environmental Quality Act, Title 23 of the U.S. Code of Federal Regulations,

Caltrans Local Assistance Procedures Manual, Master Agreement with Caltrans and ATP guidelines;

- g) Develop and submit semi-annual and final delivery reports in accordance with the ATP guidelines;
 - h) Submit invoices to Caltrans in accordance with Chapter 5 (Accounting/Invoices) of the Local Assistance Procedures Manual; and
 - i) Work with the County to actively pursue additional funds, and receive appropriate reimbursement, if additional funds are granted.
4. Reimbursement for expenditures for PROJECT activities will be made on the following basis:
- a) Not later than October 15, 2015, January 15, 2016, April 15, 2016 and July 15, 2016, and the 15th of every third month following in each year thereafter; MCHD shall submit progress reports for the previous quarter to TAMC for submission to Caltrans following the standard Overall Work Program format. The quarters are specified as follows: First quarter – July through September, Second quarter – October through December, Third quarter – January through March, and Fourth quarter – April through June.
 - b) In addition to the quarterly progress reports, MCHD will submit an invoice and appropriate documentation to support a request for reimbursement for MCHD efforts to TAMC for submission as a request for funding allocation, consistent with the budget attached hereto as Exhibit A. Invoices shall be formatted in accordance with Chapter 5 of the Local Assistance Procedures Manual.
 - c) The County and TAMC agree that:
 - (1) Contract cost Principles and Procedures, 48 CFR, Federal Acquisition Regulation System, chapter 1, Part 31, et seq., shall be used to determine the eligibility of individual PROJECT cost items; and
 - (2) Those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 1201, Uniform System of Accounts.
 - (3) Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 1201, Uniform System of Accounts.
5. Mutual Indemnification:
- a) County hereby agrees to indemnify, defend, and save harmless TAMC and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by County or County's officers, agents, and employees in connections with the performance of this Agreement.
 - b) TAMC hereby agrees to indemnify, defend and save harmless County and its officers, agents and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any

act or failure to act by TAMC or TAMC officers, agents and employees in connection with the performance of this Agreement.

6. Each party is permissibly insured or self-insured for purposes of this Agreement and no further documentation is necessary.
7. This Agreement may be updated or amended only by written agreement of both parties.
8. **Governing Laws:** This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
9. **Construction of Agreement:** The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
10. **Waiver:** Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
11. **Successors and Assigns:** This Agreement is not assignable without the formal written consent of the other party.
12. **Termination:** Because this Agreement allocates responsibilities with respect to a grant awarded by the State of California, and because failure to comply with the terms of the grant may result in substantial financial or other damage to one or both party, neither party may terminate this Agreement prior to the completion of the PROJECT without the consent of the other.
13. **Time is of the Essence:** The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
14. **Contract Administrators:** County's designated principal responsible for administering County's work under this Agreement shall be Carmen Gil, Health in All Policy Director; TAMC's designated administrator of this Agreement shall be Debra L. Hale, Executive Director. TAMC's Project Manager under this Agreement shall be Hank Myers, Associate Transportation Planning Engineer.

15. Notices: Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. Consultant shall give TAMC prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To TAMC: Debra L. Hale

To COUNTY: Ray Bullick

Tel: 831-775-0903

Tel: 831-755-4526

Fax: 831-775-0897

Fax: 831-796-8588

16. Entire Agreement. This document, including all exhibits hereto as well as the ATP grant application and grant award, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

IN WITNESS WHEREAS the parties hereto have signed this Agreement to be executed by their respective officers, duly authorized:

County of Monterey

**Transportation Agency for Monterey
County**

Director of Health

Executive Director

Date

Date

APPROVED AS TO FORM:

Deputy County Counsel

Attorney for Transportation Agency for
Monterey County

Date

Date

**APPROVED AS TO LIABILITY
PROVISIONS:**

County Risk Management

Date

**APPROVED AS TO FISCAL
PROVISIONS:**

County Auditor/Controller

Date