

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

This agreement is entered into 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 “Every Child: Community-Supported Safe Routes to School” Project (hereinafter “Every Child Project”) as well as to state an intention to negotiate a Master Agreement for the Safe Routes to Schools Program, which would set forth processes for creating a sustainable Program as well as 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, in September 2013, the State of California consolidated certain existing federal and state transportation programs into a single, “Active Transportation Program” (SB 99 and AB 101). The Active Transportation Program encourages increased bicycling and walking as a means of transportation, increased safety and travel options for people who aren’t traveling by vehicle, enhances public health with a special emphasis on reducing childhood obesity, and ensures that disadvantaged communities fully benefit from the program.

WHEREAS, since that time, the TAMC, as well as the County of Monterey, by and through its Health Department (“MCHD”), have sought and received grants from the California Department of Transportation (“Caltrans”) and others, in order to implement specific projects and programs geared towards increasing and sustaining active transportation in Monterey County.

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, on November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code

Section 180000 *et seq.* (the “Act”), approved the Transportation Safety & Investment Plan Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax (“Measure X”).

WHEREAS, in February 2018, the TAMC Board adopted the Measure X Safe Routes to School Guidelines, which set goals for safe routes to school in Monterey County. The Measure X Safe Routes to School program is aimed at developing safe, healthy and affordable transportation options for children, educating children and the community how to safely walk, bicycle and carpool, and encouraging children to use active transportation that will lead to a healthier lifestyle.

WHEREAS, in Spring 2019, TAMC, in partnership with MCHD, was awarded funding from the State in the amount of Two Million One Hundred Forty-three Thousand Dollars (\$2,143,000) for the “Every Child: Community-Supported Safe Routes to School” project through the State Active Transportation Program Cycle 4. The “Every Child Project” grant, together with funds from Measure X, and in-kind contributions from MCHD, will provide an opportunity to implement traffic gardens and Measure X Safe Routes to School education, encouragement and enforcement programs at eleven schools across Monterey County. This Agreement will assist TAMC and MCHD staff to deliver the “Every Child” grant and develop the programmatic and communications infrastructure to expand the Measure X Safe Routes to School program to the rest of Monterey County.

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

WHEREAS, as described herein, MCHD, as a Partner Agency, is responsible and accountable for the use and expenditure of program funds allocated to it, as well as facilitating and supporting networking and educational aspects of the Every Child Project to ensure timely delivery in accordance with federal and state requirements;

NOW, THEREFORE, with respect to the Every Child: Community-Supported Safe Routes to School project, the parties hereto agree as follows:

1. This Agreement is effective upon July 1, 2019 and shall remain in effect until December 31, 2022, or until the completion of the Every Child Project under the terms of the ATP grant award, whichever occurs last.
2. TAMC shall act as the Lead Agency, and in that role will:
 - a) Develop a schedule to implement the Every Child Project;
 - b) Facilitate and coordinate regular monthly partner meetings with MCHD and consultants, relative to the Every Child grant,

- c) Facilitate meetings with other ATP grant awardees in Monterey County, organizations and stakeholders;
- d) Facilitate communications between and among state and partner agencies, announcements, develop agendas and meeting minutes;
- e) Request funding allocations from the California Transportation Commission as required under the Active Transportation Program (“ATP”), and include a copy of this Agreement in the initial funding allocation request;
- f) Request Every Child Project extensions to the California Transportation Commission, if needed;
- g) Oversee procurement procedures and review contracts to ensure federal requirements are met;
- h) Oversee Every Child 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;
- i) Develop and submit semi-annual and final delivery reports in accordance with the ATP guidelines;
- j) Submit invoices to Caltrans in accordance with Chapter 5 (Accounting/Invoices) of the Local Assistance Procedures Manual; and
- k) Work with the County to actively pursue additional funds, and receive appropriate reimbursement, if additional funds are granted.

TAMC shall be reimbursed for its efforts, described above, from available Every Child Project grant funds through funding allocations in approved amounts not to exceed One Hundred Fifty-three Thousand, Seven Hundred and Twenty-two Dollars (\$153,722).

3. The County through MCHD shall act as a Partner Agency for the Every Child Project, and in that role will undertake the Tasks and complete the Deliverables identified in **Attachment A**, “Every Child” MCHD Scope of Work, including but not limited to the following:
 - a) Facilitate regular meetings with School Districts and other consultants, organizations and stakeholders;
 - b) Participate and support TAMC efforts facilitating meetings as described above;

- c) Collect educational and community organizational data on walking and bicycling to and from schools for project tracking and reporting; and
- d) Monitor Every Child Project progress and provide input for semi-annual and final delivery reports in accordance with the ATP guidelines.

County/MCHD shall be reimbursed for its efforts, described above, from available Every Child Project grant funds through funding allocations submitted by TAMC in approved amounts not to exceed One Million One Hundred Sixty-seven Thousand One Hundred Seventy-three Dollars (\$1,167,173). County/MCHD shall also contribute in-kind services in an amount not to exceed Seventeen Thousand Two Hundred Twenty-four Dollars (\$17,224)

- 4. Reimbursement for expenditures for Every Child Project activities will be made on the following basis:
 - a) Not later than October 15, 2019, January 15, 2020, April 15, 2020 and July 15, 2020, 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 B**. 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 Every Child 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 Every Child 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. In addition to the work to be performed as described in the Every Child grant and project, the parties agree to work towards a Master Agreement designed to create a long-term structural relationship between the parties and other to implement the Safe Routes to School Guidelines adopted by TAMC, and to facilitate the work of the Safe Routes to School Task Force, as outlined in those Guidelines. Such a Master Agreement will identify each party's obligations and responsibilities to each other with respect to Safe Routes to School and Active Transportation, and to coordinate each party's efforts to partner with each other in seeking to involve school districts, law enforcements, and others in creating a sustainable program of bicycle and pedestrian education, encouragement and enforcement that will promote safety and healthy lifestyles. Such a Master Agreement document would also serve as a base document that can incorporate the terms of existing and future grants, as well as other funding agreements.
 8. This Agreement may be updated or amended only by written agreement of both parties.
 9. 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.
 10. 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 sued to interpret the terms of this Agreement.

11. **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.
12. **Successors and Assigns:** This Agreement is not assignable without the formal written consent of the other party.
13. **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 Every Child Project without the written consent of the other.
14. **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.
15. **Contract Administrators:** County's designated principal responsible for administering County's work under this Agreement shall be Carmen Gil, Health in All Policies Manager; TAMC's designated administrator of this Agreement shall be Debra L. Hale, Executive Director. TAMC's Project Manager under this Agreement shall be Ariana Green, Associate Transportation Planner.
16. **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. Each party shall give the other party prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

<p>To TAMC: Debra L. Hale Executive Director Transportation Agency for Monterey County 55-B Plaza Circle Salinas, CA 93901 Tel: (831) 775-0903 Fax: (831) 775-0897</p>	<p>To County: Elsa Jimenez Health Director Monterey County Health Department 1270 Natividad Rd. Salinas, CA. 93906 Tel: 831-755-4526</p>
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17. **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:

Stacy Saetta

Stacy Saetta, Deputy County Counsel

Attorney for Transportation Agency for Monterey County

Reviewed as to fiscal provisions

[Signature]

Auditor-Controller
County of Monterey 9/13/19

ATTACHMENT A: SCOPE OF WORK

Purpose:

Safe routes to school education should be comprehensive and reach students, guardians, school staff and neighborhood residents surrounding schools, and address issues of safety, traffic and health. Safe routes to school education and encouragement is particularly powerful and transformative when it is started from a young age and reinforced at home, school and in the community.

Background:

In February 2018, the TAMC Board adopted the Measure X Safe Routes to School Guidelines, which set goals for safe routes to school in Monterey County. The Measure X Safe Routes to School program is aimed at developing safe, healthy and affordable transportation options for children, educating children and the community how to safely walk, bicycle and carpool, and encouraging children to use active transportation that will lead to a healthier lifestyle.

In Spring 2019 the Transportation Agency, in partnership with the Monterey County Health Department was awarded funding for the “Every Child: Community-Supported Safe Routes to School” project through the State Active Transportation Program Cycle 4. “Every Child” will provide an opportunity to implement traffic gardens and Measure X Safe Routes to School education, encouragement and enforcement programs at 11 schools across Monterey County (see table below). The “Every Child” grant will be focused on developing programmatic and communications infrastructure to expand the Measure X Safe Routes to School program to the rest of Monterey County.

Goals:

The goals of the Measure X Safe Routes to School education program are:

- Education 1: All Children in Monterey County receive pedestrian and bicycle safety education by 5th grade
- Education 2: Parents, guardians, teachers, school staff and surrounding neighborhood community are educated on safe driving, bicycling and walking in support of safe routes to school efforts
- Encouragement 1: The majority of children arrive to school by bus, carpool, bike, scooter/skateboard or walking
- Encouragement 2: All K-12 schools have safe routes to school encouragement programs
- Encouragement 3: All K-12 schools participate in Monterey County Bike Walk Challenge
- Enforcement 1: Crossing guards at all elementary schools
- Enforcement 2: Community-enhanced enforcement
- Equality 1: Countywide Safe Routes to School Program resources are distributed equitably

ATP Cycle 4: Every Child								
	Schools	Location	Enrollment	Traffic Garden	3 rd Grade Class Edu	4 th Grade Class Edu	Community Events	Bike Shop Class
1	Ord Terrace Elementary	Seaside	497	1	6	4	1	
2	Del Rey Woods Elementary	Seaside	448	1	6	4	1	
3	MLK Jr. Academy	Salinas	612	1	6	4	1	
4	Kammann Elementary	Salinas	792	1	7	6	1	
5	La Gloria Elementary	Gonzales	803	1	8	6	1	
6	Gabilan Elementary	Soledad	452	1	6	4	1	
7	Oak Ave Elementary	Greenfield	784	1	7	6	1	
8	Bay View Academy	Monterey	464	1	6	4		
9	Crumpton Elementary	Marina	403	1	5	4	1	
10	Castroville Elementary	Castroville	634	1	6	4	1	
11	Prunedale Elementary	Prunedale	694	1	7	4		
12	Greenfield High School	Greenfield	1,174					9
13	San Antonio Park	King City		1			1	
14	Pajaro Park	Pajaro		1			1	
TOTAL				13	70	50	11	9

Timeline:

This work will take place from Summer 2019 – Summer 2022.

Tasks: Task numbering refers to the "Every Child: Community-Supported SRTS" grant 22-R form.

Task PC: Project Management & Coordination

Monterey County Health Department staff will maintain communication with Transportation Agency staff and Every Child: Community-Supported Safe Routes to School grant partners on an on-going basis throughout all phases of the project. MCHD will be expected to attend and participate in monthly partner meetings organized and facilitated by TAMC. This task also includes ongoing tracking of the Health Department scope, schedule and budget; ongoing coordination with consultant team members; and preparing invoices and progress reports summarizing work performed and tasks completed.

Deliverables:

- Ongoing communication with Transportation Agency staff
- Monthly Every Child: Community-Supported SRTS Partner Coordination Meetings (~34 meetings)
- Detailed project schedule

Task A: Safe Routes to School & for Seniors Kick-Off Events

MCHD will hold joint kick-off meetings with 11 elementary school principals and "Every Child" partners. MCHD will also hold kick-off meetings with the Greenfield High School principal and senior populations and surrounding communities identified in Every Child: Community-Supported Safe Routes to School grant to provide safe routes to school education and encouragement. MCHD staff will coordinate scheduling directly with school sites, senior groups and community support groups and keep Transportation Agency staff informed of meetings and communications. TAMC will secure agreements with school superintendents.

Deliverables:

- Contact list and meeting schedule of participating school sites and classrooms indicating the approximate number of students that will be served
- Contact list and meeting schedule with partner groups/agencies serving adults age 65+
- Contact list and meeting schedule for Safe Routes to School community support group
- Quarterly implementation schedule including schools that will be served in upcoming quarter

Task A1: Walk & Bike to School Events

MCHD will organize and advertise California Pedestrian Safety Month and National Walk to School Day events at three to four schools each year. TAMC and Consultant will support these events and MCHD will support Bike/Walk to School Day events.

Deliverables:

- Event marketing collateral
 - Completed events, photos and records of event participation
-

Task B: School and Community Outreach

MCHD will support the engagement, capacity building and facilitation of Safe Routes to School committees/groups for the communities that are part of the ATP 3 grant work (King, Gonzales, Greenfield, Soledad and Salinas) and Pajaro. Approximately 10 workshops will be held in each of these communities. In the other 5 communities identified in the "Every Child" grant, efforts will be around engagement to support the implementation of the grant activities. MCHD will work to establish a strong volunteer network to support programming and sustainability efforts. MCHD will work with TAMC and Consultant to conduct safe routes to school outreach with each "Every Child" school to identify and address specific needs and develop a volunteer information kit and training for programs related to the Every Child grant such as walking school buses, Go831 school carpools, barcode scanner walk & roll programs, senior walking, bike smart and walk smart, traffic gardens, family fun events, bike shop class and crossing guard training.

Deliverables:

- Workshop flyers
- Volunteer Information Kits
- Informational presentations/training for program volunteers
- Volunteer sign-up sheets
- Completed events, photos and records of event participation

Task B.1: Walking School Buses

MCHD will deliver walking school busses and provide technical assistance at the 11 elementary schools identified in the grant. Programs will include informational presentations and training for parents and volunteers as well as a walking school bus manual that can be shared with other schools across Monterey County. TAMC and Consultant will provide support and assistance on this task.

Deliverables:

- Presentations
- Training sign-up sheets
- Volunteer contact list
- Walking School Bus manual
- Photos

Task B.2: Educational In-Class Pedestrian Safety Presentations (3rd & 4th Graders)

MCHD will prepare bilingual presentation materials and a list of learning objectives for the presentations in coordination with TAMC and Consultant. MCHD will make bilingual in-class presentations to all 3rd and 4th grade classes at the 11 Every Child elementary schools to educate youth on: the benefits of active transportation, rules of the road, to "stop, look and listen", choosing safe routes, being visible, being alert, how to navigate intersections, sidewalk safety, and other traffic safety topics. As part of this task, the MCHD will conduct a survey of students

to gauge student knowledge prior and post-training, and to assist with the overall program effectiveness evaluation.

Deliverables:

- Presentation materials
- List of learning objectives
- Pre-Education Survey
- Report on Pre- and Post-Education Survey Results

Task C: Traffic Gardens

Traffic gardens will be installed on the blacktops of the 11 elementary schools identified in the “Every Child” grant. Traffic gardens are scaled-down street networks used to teach traffic safety to children in a safe environment. MCHD will work with “Every Child” grant partners to review traffic garden designs to ensure compatibility with safe routes to school education curriculum and engage seniors and the community in the design of traffic gardens located in parks.

Deliverables:

- Comments on traffic garden designs
- Attend design review meetings

Task C.1: Community Safe Routes to School Events

MCHD will work with “Every Child” grant partners to organize, advertise and participate in (11) community safe routes to school events in communities where traffic gardens are installed. Each event will engage community, parents, students and seniors and feature pedestrian and bicycle safety education, bicycle maintenance and more. Community partners will provide their own safety themed activities.

Deliverables:

- Community Engagement/Outreach
- Completed events, photos and records of event participation

Task F: Walking Presentations to Seniors

MCHD will prepare bilingual presentation materials and a list of learning objectives for the presentations in coordination with TAMC and Consultant. MCHD will make bilingual in-person presentations to seniors in each of the communities identified in “Every Child” to educate them on: the benefits of walking, rules of the road, to “stop, look and listen”, choosing safe routes, being visible, being alert, how to navigate intersections, sidewalk safety, and other health and traffic safety topics. As part of this task, the MCHD will conduct a survey of seniors to gauge knowledge prior to and after the training, and to assist with the overall program effectiveness evaluation. Present opportunities for seniors to volunteer to support safe routes to school efforts in their community.

Deliverables:

- Presentation materials
- List of learning objectives
- Pre- and Post-Education Survey
- Report on Pre- and Post-Education Survey Results
- Volunteer Sign-up sheets for Safe Routes to School Committee/Group

Task G: Walk & Roll Programs & Bar Code Scanner Pilot

MCHD will support efforts by “Every Child” grant partners to develop walk & roll programs at elementary schools identified in the grant using bar code scanners, tags and computer software for two pilot schools. Bar code scanners will be used to track participation in the program. Programs will include informational presentations and training for parents and volunteers as well as a walking school bus manual that can be shared with other schools across Monterey County.

Deliverables:

- Community Engagement/Outreach

Task H: Greenfield High School Bike Maintenance Shop

MCHD will prepare bilingual curriculum and materials for a Greenfield High School Bike Maintenance Shop class. MCHD will coordinate with the school resource officer to conduct 3 bike repair workshops per school year and recruit students to participate in the workshops. MCHD will encourage students to participate in safe routes to school encouragement events and conduct basic bike maintenance.

Deliverables:

- Workshop curriculum
- Presentation materials
- List of learning objectives
- Workshop schedule
- Sign-up sheets

Task I: Volunteer Crossing Guard Program

Support “Every Child” grant partners in the development of a volunteer crossing guard program and 10 crossing guard trainings.

Deliverables:

- Connect Safe Routes to School Committees/Groups with program resources
 - Comments on Draft Crossing Guard Program materials
 - Photos of trainings
-

Task J: Reporting

MCHD will provide quarterly reports complete with a summary of activities and pictures of events. The quarterly reports will be submitted electronically to TAMC with invoices.

Deliverables:

- Quarterly Reports
 - Supporting documents and photos
-

EXHIBIT B

	ATP Cycle 4 Every Child: Community-Supported SRTS MCHD Budget	Grant Amount	In-Kind (MCHD)	Total	MCHD (PEP)	MCHD (Prevention)
PC	<i>Partner Coordination</i>					
	TOTAL	\$14,202	\$0	\$14,202	\$7,101	\$7,101
A	<i>Kick-Off Events</i>					
		\$151,340	\$0	\$151,340	\$0	\$151,340
B	<i>School and Community Outreach</i>					
		\$522,100	\$0	\$522,100	\$152,143	\$369,957
C	<i>Traffic Gardens</i>					
		\$12,653	\$0	\$12,653	\$12,653	\$0
F	<i>Walking Presentations to Seniors</i>					
		\$312,361	\$8,424	\$320,785	\$63,121	\$257,664
G	<i>Walk & Roll Programs & Bar Code Scanner Pilot</i>					
		\$22,544	\$0	\$22,544	\$22,544	\$0
H	<i>Greenfield High School Bike Maintenance Shop</i>					
		\$108,741	\$8,800	\$117,541	\$0	\$117,541
I	<i>Volunteer Crossing Guard Program</i>					
		\$3,500	\$0	\$3,500	\$3,500	\$0
J	<i>Invoicing/Reporting</i>					
		\$2,508	\$0	\$2,508	\$1,254	\$1,254
	TOTALS	\$1,149,949	\$17,224	\$1,167,173	\$262,316	\$904,857