

TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND COUNTY OF MONTEREY
AGREEMENT FOR PROFESSIONAL SERVICES
RELATED TO SALINAS VALLEY SAFE ROUTES TO SCHOOL PROJECT
APPROVED ON:

This is an agreement (“Agreement”) between the Transportation Agency for Monterey County, hereinafter called “TAMC,” and the County of Monterey, by and through the Monterey County Health Department, hereinafter called “County” or “MCHD.”

PURPOSE

The purpose of this Agreement is to set forth the roles and responsibilities of MCHD and TAMC with respect to the implementation of the Salinas Valley Safe Routes to School Plan, hereinafter the “PROJECT.”

RECITALS

WHEREAS, the Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation’s (“Caltrans”) mission to provide a safe, sustainable, integrated, and efficient transportation system to enhance California’s economy and livability; and

WHEREAS, the Sustainable Transportation Planning Grant Program is funded through the State Road Maintenance and Rehabilitation Account and State Highway Account; and

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

WHEREAS, MCHD, TAMC, and Ecology Action (“EA”) partnered to develop an application to receive Transportation Planning Grant funds for the PROJECT for the grant fiscal year 2021-22; and

WHEREAS, TAMC applied as the applicant and MCHD and EA applied as sub-applicants for the grant; and

WHEREAS, the PROJECT consists of a systematic and comprehensive assessment and analysis of the greatest barriers to increased school-based active transportation and access to public transit and carpooling, and identification of potential improvements to infrastructure and programming, as further described in the Scope of Work and Schedule, attached hereto, and incorporated herein as “Exhibit A”; and

WHEREAS, the PROJECT was awarded \$664,127 in Transportation Planning Grant Program funds and TAMC is providing \$126,501 in matching funds; and

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WHEREAS, as described herein and in Exhibit A, TAMC, acting as the Lead Agency, will be responsible for overseeing the plan's delivery, coordinating partnership involvement, participating in public outreach (including involvement of the Bicycle & Pedestrian Facilities Committee and the Measure X Oversight Committee, and TAMC Board), hiring and managing a community-based organization to establish the Salinas Valley Safe Routes to School Committee and participatory budgeting process, providing PROJECT information via an online Safe Routes to School resource hub, developing partnerships and collecting information needed to start safe routes to school program pilots, identifying potential funding sources for implementation, and administering the grant; and

WHEREAS, TAMC will provide a local source of funding outside of the grant to pay for childcare and dinner at meetings as well as quick-build projects recommended by the Salinas Valley Safe Routes to School Committee; and

WHEREAS, as described herein and in Exhibit A, EA, acting as the Implementing Agency, will lead the development of the plan, manage the PROJECT webpage to promote the planning process, assist with organizing the public outreach, manage the data collection process, and hire and manage a sub-consultant for the PROJECT using a competitive Request for Proposal process; and

WHEREAS, as described herein and in Exhibit A, MCHD, acting as a Partnering Agency, will lead the public engagement process with a special focus on disadvantaged communities in the project area, will reach out to key stakeholders, including but not limited to, parents, schools, school districts, elected officials, advocacy groups and health providers to help identify specific health and safety needs within the community as well as opportunities for safe routes to school partnerships; and

WHEREAS, due to the high percentage of Spanish speakers in the community, meetings will be held in Spanish with English translation or accommodations will be made for non-English speakers, and MCHD will provide bilingual staff at all community engagement meetings and events and translation services and equipment as needed; and

WHEREAS, as jurisdiction staff will participate in public engagement activities and walking audits whenever possible, evaluate PROJECT recommendations to ensure consistency with existing policy and planning documents, review and approve the list of recommendations and draft plan and adopt the final planning document; and

WHEREAS, in order to facilitate the speedy implementation of the PROJECT, TAMC is entering into separate agreements with EA and MCHD, each of which contains the same Scope of Work and basic description of duties under the PROJECT, in order that any delays in processing approvals by one party shall not operate to impede another party or frustrate the PROJECT;

NOW, THEREFORE, the parties hereto agree as follows:

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Term of Agreement. The term of this Agreement shall begin on February 23, 2022 (“Effective Date”), which execution shall require prior approval by the parties’ governing boards the TAMC Board of Directors and the Monterey County Board of Supervisors. Unless earlier terminated as provided herein, this Agreement shall remain in force until June 30, 2024. MCHD acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC. MCHD shall commence work only after a Notice to Proceed has been issued by TAMC’s Project Manager specified in Paragraph 32. The term of this Agreement may be extended by a written amendment signed by the parties.

1. Payments to MCHD; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to MCHD the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable or services outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the MCHD under this Agreement is set forth in **Exhibit B: Budget and shall not exceed the amount of Ninety Thousand and Eighty Dollars (\$90,080)**. If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work and Schedule) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.
2. Engagement of MCHD. TAMC hereby engages MCHD and MCHD hereby agrees to perform the services set forth in Exhibit A: Scope of Work and Schedule, in conformity with the terms of this Agreement. MCHD will complete all work in accordance with the work schedule set forth in Exhibit A: Scope of Work and Schedule.
 - (a) The brief description for this work is as follows:
 - i. Participate in monthly coordination meetings;
 - ii. Participate in school walking audits and assist Spanish speakers;
 - iii. Assist the Implementing Agency (EA) in contacting schools and community members;
 - iv. Facilitate communications with community advocacy groups;
 - v. Assist in developing a community engagement strategy that will effectively reach disadvantaged populations in the study area;
 - vi. Assist in developing outreach materials;
 - vii. Engage Spanish speakers at community workshops, pop-up demonstrations and meetings;
 - viii. Assist in developing non-infrastructure recommendations;
 - ix. Review and comment on the draft Plan;
 - x. Support adoption of the Plan;
 - xi. Submit progress reports and invoices to TAMC; and
 - xii. Take such other actions as may be necessary to fulfill its obligations under the Agreement.
 - (b) MCHD represents that MCHD and its agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and

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appropriately licensed to perform the work and deliver the services required by this Agreement.

- (c) MCHD, its agents, subcontractors, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements. MCHD shall ensure for itself and for any subcontractors under this Agreement that the applicable requirements of Labor Code section 1725.5, concerning the registration of contractors for public works, shall be in force and maintained for the term of this Agreement.
- (d) MCHD shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. MCHD shall not use TAMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
- (e) MCHD's Project Manager shall be specified in Exhibit A and Paragraph 32. If MCHD desires to change the project manager, MCHD shall get written approval from TAMC of the new project manager.
- (f) MCHD shall submit progress reports at least quarterly. The report should be sufficiently detailed for the Project Manager to determine if MCHD is performing to expectations and if the work is on schedule; to communicate interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- (g) MCHD's Project Manager shall meet with TAMC's Project Manager, as needed, to discuss progress on the contract.

3. Payment Provisions and Allowable Costs:

- (a) The following Standard Payment Provisions apply to all contracts, regardless of the Method of Payment specified in Paragraph (b):
 - i. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
 - ii. Reimbursement for travel costs, if eligible under the Method of Payment as specified below, shall not exceed the Short-Term Travel Lodging Rates and Requirements listed on the Caltrans website, according to the Code of Regulations (CCR), Administrative Code, Title 2.
 - iii. When milestone or task-by-task cost estimates are included in the Budget, MCHD shall seek approval from the TAMC Project Manager prior to any adjustment to compensation across work tasks. In the event that TAMC determines that a change to the Scope of Work and Schedule is required, such

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changes shall be approved and documented in writing by the TAMC Project Manager.

- iv. Progress payments will be made quarterly in arrears based on services provided and allowable incurred costs. If MCHD fails to submit the required deliverable items according to the schedule set forth in Exhibit A: Scope of Work and Schedule, TAMC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Paragraph 6, Termination.
 - v. Invoices shall be mailed to TAMC's Contract Administrator at the address contained in Paragraph 33 (Notices). Invoices shall be submitted no later than 45 calendar days after the performance of work for which MCHD is billing. Invoices shall detail the work performed on each milestone or task. Invoices shall follow the format stipulated in Exhibit B: Budget and the Invoice Cover Sheet Format, attached hereto as Exhibit C, and shall reference this Agreement's project title as specified in Section 3. MCHD will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by TAMC's Contract Administrator of itemized invoices approved by the TAMC Project Manager.
 - vi. The final invoice must contain the final cost and all credits due TAMC including any equipment purchased under the provisions of Paragraph 25 (Equipment Purchase) of this Agreement and shall be submitted within 60 calendar days after completion of MCHD'S work under this Agreement.
 - vii. No additional compensation will be paid to MCHD unless there is a change in the scope of the work. Changes in the scope of work that do not increase compensation may be approved by the TAMC Project Manager. Changes in the scope of work that would increase compensation must be authorized by an amendment to this Agreement approved by the TAMC Board of Directors.
 - viii. Salary increases will be reimbursable only for Actual Cost Plus Fixed Fee or Rates of Compensation contracts and only if the increase is specified in Exhibit B: Budget. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
 - ix. The total amount payable by TAMC resulting from this Agreement shall not exceed the amount specified in Section 2 of this Agreement.
 - x. All subcontracts in excess of \$25,000 shall contain the above provisions.
- (b) Method of Payment: The method of payment for this Agreement will be based on Actual Cost Plus a Fixed Fee.
- i. TAMC will reimburse MCHD for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by MCHD in performance of the work. MCHD will not be

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reimbursed for actual costs that exceed the estimated wage rates, employee benefits, equipment rental, overhead, and other estimated costs set forth in Exhibit B: Budget.

- ii. In no event, will MCHD be reimbursed for overhead costs at a rate that exceeds the approved overhead rate set forth in Exhibit B.
- iii. In addition to the allowable incurred costs, TAMC will pay MCHD a fixed fee as specified in Exhibit B: Budget. The fixed fee is nonadjustable for the term of the Agreement unless such adjustment is made by written amendment of this Agreement.

4. Retention of Funds.

- (a) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. Termination.

- (a) Either party reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to the other party.
- (b) TAMC may also terminate this Agreement at any time for good cause effective immediately upon written notice to MCHD. "Good cause" includes, without limitation, the failure of MCHD to perform the required services at the time and in the manner provided herein, as well as failure to comply with the provisions of Paragraphs 13 and 14, relating to audits, below. Notwithstanding TAMC's right to terminate for good cause effective immediately upon written notice thereof, TAMC shall provide prior notice to MCHD of any ground for termination then being considered, and also provide MCHD with a good faith opportunity to avoid termination, as reasonably determined by TAMC in its absolute discretion. If TAMC terminates this Agreement for good cause, TAMC may be relieved of the payment of any consideration to MCHD, and TAMC may proceed with the work in any manner, which it deems proper. Costs incurred by TAMC thereby shall be deducted from any sum otherwise due MCHD.
- (c) It is also mutually understood between TAMC and MCHD that this Agreement may have been written before ascertaining the availability of funds, or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to TAMC for the purpose of this Agreement. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. TAMC retains the right to

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direct MCHD immediately to stop work and to terminate this Agreement for convenience, pursuant to Paragraph 6(a) above, in order to address any reduction of funds.

- (d) Termination of this Agreement shall not terminate MCHD's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 8 and 20.

6. Cost Principles and Administrative Requirements.

- (a) MCHD agrees that the contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.000 *et seq.*, Federal Acquisition Regulations System, shall be used to determine the cost allowability of individual items.
- (b) MCHD also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.
- (c) Any costs for which payment has been made to MCHD under this Agreement that are determined by subsequent audit to be unallowable under 2 CFR Part 200 are subject to repayment by MCHD to TAMC.
- (d) MCHD shall maintain accounting systems related to the work to be performed pursuant to this Agreement that conform to Generally Accepted Accounting Principles (GAAP).
- (e) All subcontracts in excess of \$25,000 shall contain the above provisions.

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8. Indemnification.

- (a) To the fullest extent permitted by law, including California Civil Code sections 2782 and 2782.6, MCHD shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its officers, agents, and employees, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of MCHD, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of MCHD or, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify TAMC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of TAMC, its officers, agents, and employees. To the extent there is an obligation to indemnify under this Paragraph, MCHD shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from MCHD's negligence, recklessness, or willful misconduct.
- (b) Notwithstanding any other provision of this Agreement, MCHD's obligation to defend, indemnify and hold harmless TAMC shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to the MCHD's performance pursuant to the Agreement.

9. Insurance.

- (a) Without limiting MCHD's duty to indemnify as set forth in this Agreement, MCHD shall maintain, at no additional cost to TAMC throughout the term of this Agreement a policy or policies of insurance or self-insurance with the following coverage and minimum limits of liability:
- ✓ Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.
 - ✓ Comprehensive automobile insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- (b) All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Unless otherwise provided in this Agreement, all such insurance shall be written on

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an occurrence basis; or, if any policy cannot be written on an occurrence basis, such policy shall continue in effect for a period of two years following the date of MCHD's completion of performance hereunder.

- (c) Each policy of insurance required under this Agreement shall provide that TAMC shall be given written notice at least thirty days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor performing work under this Agreement or be accompanied by a certificate of insurance for each subcontractor showing identical insurance coverage.
- (d) Commercial general liability and automobile liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by MCHD's insurance.
- (e) TAMC shall not be responsible for any premiums or assessments on the policy.

10. Workers' Compensation Insurance. If during the performance of this Agreement, MCHD employs one or more employees, then MCHD shall maintain a workers' compensation plan covering all of its employees as required by Labor Code Sec. 3700, either (a) through workers' compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of One Million Dollars (\$1,000,000) per occurrence for employer's liability, or (b) through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If MCHD elects to be self-insured, the certificate of insurance otherwise required by this Agreement shall be replaced with consent to self-insure issued by the State Director of Industrial Relations. The provisions of this paragraph apply to any subcontractor employing one or more employees, and MCHD shall be responsible for all subcontractors' compliance herewith.

11. Safety Provisions.

- (a) MCHD shall comply with Division of Occupational Safety and Health (CAL-OSHA) regulations applicable to MCHD regarding necessary safety equipment or procedures. MCHD shall comply with safety instructions issued by TAMC Safety Officer and other TAMC representatives. MCHD personnel shall wear hard hats and safety vests at all times while working on a construction project site.
- (b) If applicable to work to be performed by MCHD identified in the Scope of Work (Exhibit A), and pursuant to the authority contained in Section 591 of the Vehicle Code, TAMC has determined that such areas are within the limits of the PROJECT and are open to public traffic. MCHD shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. MCHD shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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- (c) Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- (d) MCHD must have a CAL-OSHA permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

12. Certificate of Insurance and Taxpayer Identification. Prior to the execution of this Agreement by TAMC, MCHD shall submit a completed federal W-9 form, Request for Taxpayer Identification Number and Certification, and file certificates of insurance with TAMC's contract administrator evidencing that MCHD has in effect the insurance required by this Agreement. MCHD shall file a new or amended certificate promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify any indemnification provision of this Agreement.

13. Retention of Records/Audit.

- (a) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, MCHD, and TAMC shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of MCHD and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- (b) Subcontracts in excess of \$25,000 shall contain this provision.

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14. Audit Review Procedures.

- (a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by TAMC'S Director of Finance and Administration.
- (b) Not later than 30 days after issuance of the final audit report, MCHD may request a review by TAMC'S Director of Finance and Administration of unresolved audit issues. The request for review will be submitted in writing.
- (c) Neither the pendency of a dispute nor its consideration by TAMC will excuse MCHD from full and timely performance, in accordance with the terms of this Agreement.

15. Inspection of Work. MCHD shall permit TAMC and the State to review and inspect the PROJECT activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

16. Confidentiality; Return of Records. [*Reserved.*]

17. Amendments and Modifications. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.

18. Statement of Compliance/Non-Discrimination.

- (a) MCHD's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that MCHD has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- (b) During the performance of this Agreement, MCHD shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. MCHD shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. MCHD shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. MCHD shall give written

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notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

19. Harassment. TAMC maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.
20. Independent Contractor. In its performance under this Agreement, MCHD is at all times acting and performing as an independent contractor and not as an employee of TAMC or any of its member jurisdictions. No offer or obligation of employment is intended in any manner, and MCHD shall not become entitled by virtue of this Agreement to receive any form of benefits accorded to employees including without limitation leave time, health insurance, workers' compensation coverage, disability benefits, and retirement contributions. MCHD shall be solely liable for and obligated to directly pay all applicable taxes, including without limitation federal and State income taxes and social security arising out of MCHD's performance of this Agreement. In connection therewith, MCHD shall defend, indemnify, and hold harmless TAMC from any and all liability, which TAMC may incur because of MCHD's failure to make such payments.
21. Ownership of Data.
 - a) Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in TAMC; and no further agreement will be necessary to transfer ownership to TAMC. MCHD shall furnish TAMC all necessary copies of data needed to complete the review and approval process.
 - b) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the connection with the PROJECT for which this Agreement has been entered into.
 - c) MCHD is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by TAMC of the machine-readable information and data provided by MCHD under this Agreement; further, MCHD is not liable for claims, liabilities, or losses arising out of, or connected with any use by TAMC of the PROJECT documentation on other projects for additions to the PROJECT, or for the completion of the PROJECT by others, except only such use as many be authorized in writing by MCHD.

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22. Confidentiality.

- a) Either party and its officers, employees, agents, and subcontractors shall comply with all federal, State, and local laws providing for the confidentiality of records and other information.
- b) All financial, statistical, personal, technical, or other data and information relative to the operations of a party to this Agreement, which are designated confidential by that party to this Agreement (“Confidential Information”) and made available to the other party in order to carry out this Agreement, shall be protected by the other party from unauthorized use and disclosure. Either party shall not disclose any Confidential Information received from the other party or prepared in connection with the performance of this Agreement without the express permission of the other party. Either party shall promptly transmit to the other party all requests for disclosure of any such confidential information. Either party shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out its obligations hereunder. This Agreement is a public record subject to disclosure pursuant to the California Public Records Act.
- c) Permission to disclose Confidential Information of a party relating to the Agreement on one occasion, or for use at a public hearing held by the other party shall not authorize the other party to further disclose such Confidential Information or to disseminate the same on any other occasion.
- d) Either party shall not comment publicly to the press or any other media regarding the Agreement or the other party’s actions on the same, except to either party’s staff, either party’s own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- e) MCHD shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by TAMC, and receipt of TAMC’S written permission.
- f) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- g) When this Agreement expires or terminates, either party shall return to the other party all records, which either party utilized or received from the other party under this Agreement.

23. Compliance with Terms of State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the State government in which TAMC is the grantee, MCHD shall comply with all provisions of such grant applicable to MCHD’S work hereunder and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

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24. Prevailing Wages.

- a) MCHD shall comply with all prevailing wage requirements, including California Labor Code section 1770, et seq., and any Federal or local laws or ordinances, that may be applicable to the work to be performed pursuant to this Agreement.
- b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works, shall contain all the provisions of this Paragraph 26.
- c) When prevailing wages may apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination found on the DIR website.

25. Equipment, Supplies or Consultant Services Purchases.

- (a) Prior authorization in writing by TAMC's Contract Administrator shall be required before MCHD enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000) for supplies, equipment, or unbudgeted MCHD services. MCHD shall provide an evaluation of desirability of incurring such costs.
 - (b) For purchase of any items, service or consulting work not covered in MCHD's Cost Proposal and exceeding Five Thousand Dollars (\$5,000), prior authorization is required by TAMC's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
 - (c) Any equipment purchased as a result of this Agreement is subject to the following:
 - i. MCHD shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of Five Thousand Dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TAMC shall receive a proper refund or credit for such equipment at the conclusion of the Agreement, or if the Agreement is terminated, MCHD may either keep the equipment and credit TAMC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TAMC procedures for such sales and then credit TAMC in an amount equal to that sales price. If MCHD elects to keep the equipment, fair market value shall be determined at MCHD's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from and appraiser mutually acceptable to TAMC and MCHD; if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TAMC.
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- (d) MCHD shall include these provisions into any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000).

26. Conflict of Interest.

- (a) MCHD shall disclose any financial, business, or other relationship with TAMC that may have an impact upon the outcome of this Agreement, or any ensuing TAMC construction project. MCHD shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing TAMC construction project, which will follow.
- (b) MCHD hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

27. 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.

28. 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.

29. 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.

30. Successors and Assigns. This Agreement and all rights, privileges, duties, and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

31. 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.

32. Contract Administrators. MCHD's designated principal responsible for administering MCHD's work under this Agreement shall be Vicente Lara, Project Manager; TAMC's

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designated Contract Administrator of this Agreement shall be Todd A. Muck, Executive Director. TAMC’s Project Manager under this Agreement shall be Ariana Green, Principal Transportation Planner.

33. 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. MCHD 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:	Todd Muck Executive Director 55-B Plaza Circle Salinas, CA 93901	To MCHD:	Elsa Jimenez Director of Health 1270 Natividad Rd Salinas, CA 93906
Tel:	831-775-0903	Tel:	831-755-4743
Fax:	831-775-0897	Fax:	831-796-8588
Email:	Todd@tamcmonterey.org	Email:	Jimenezem@co.monterey.ca.us

34. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

35. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

36. Debarment and Suspension Certification.

- (a) MCHD’S signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that the MCHD has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement),” which certifies that MCHD or any person associated with MCHD in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TAMC.

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- (b) Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining MCHD responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- (c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

37. Rebates, Kickbacks or Other Unlawful Consideration Prohibited. MCHD warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any TAMC employee. TAMC shall have the right, in its sole and absolute discretion to do any of the following for breach or violation of this warranty: to terminate the Agreement without liability; to pay for the value of the work actually performed; or to deduct from the compensation to be paid under this Agreement (or otherwise recover) the full amount of any such rebate, kickback or unlawful consideration.

38. Prohibition of Expending Local Agency, State or Federal Funds for Lobbying.

- (a) MCHD certifies to the best of his, her or its knowledge and belief that:
 - i. No State, Federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of MCHD to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the State Legislature or United States Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract; in connection with the making of any State or Federal grant; in connection with the making of any State or Federal loan; in connection with the entering into of any cooperative agreement, and in connection with the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan or cooperative agreement.
 - ii. 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 Federal agency, a Member of Congress, an officer or employee of Congress; or an employee of a Member of Congress, in connection with this contract, grant, loan or cooperative agreement, then MCHD shall complete and submit a Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (b) 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. MCHD acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand

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Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for such failure.

- (c) By signing this Agreement, MCHD also agrees that MCHD will require that the language of this certification will be included in all lower-tier subcontracts which exceed One Hundred Thousand Dollars (\$100,000), and that all recipients of such subcontracts shall certify and disclose accordingly.

39. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – Scope of Work and Schedule

Exhibit B – Budget

Exhibit C – Invoice Cover Sheet Format

40. Entire Agreement. This Agreement, including all exhibits hereto, 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.

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IN WITNESS WHEREOF, TAMC and MCHD execute this Agreement as follows:

TAMC

MCHD

By: _____
Todd Muck
Executive Director

By: _____
Elsa Jimenez
Director of Health

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
TAMC Counsel

DocuSigned by:
Stacy Saetta Stacy Saetta
C0ECE1B99F444A9...
Chief Deputy County Counsel

Dated: _____

Dated: 5/5/2022 | 10:20 AM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Gary Giboney Gary Giboney
D3834BFECTD8449...
Deputy Auditor/Controller

Dated: 5/5/2022 | 10:22 AM PDT Chief Deputy Auditor Controller

For TAMC internal use:

Work Element number to be used for the contract: _____ 6730 _____

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EXHIBIT A: SCOPE OF WORK & SCHEDULE

Project Information	
Grant Category	Sustainable Communities Grant
Grant Fiscal Year	2021-22
Project Title	Salinas Valley Safe Routes to School Plan
Organization (legal name)	Transportation Agency for Monterey County

Introduction

This project aims to provide a regional safe routes to school plan for four historically underserved rural cities in the Salinas Valley in Monterey County. The Salinas Valley Safe Routes to School Plan ("Plan") will include all the K-12 public schools in five school districts in the cities of Gonzales, Soledad, Greenfield, and King City (22 schools total) serving a total of 15,927 students. None of the cities have a safe routes to school plan and they all lack the resources to develop them individually.

In addition to leading a robust public engagement process that will result in a plan with infrastructure and non-infrastructure recommendations, this request includes piloting a Participatory Budgeting Process. The Participatory Budgeting process will more deeply engage community members by empowering them to define and prioritize quick-build projects to be implemented in their city immediately following the adoption of the Plan. Four on-street 'pop-up' demonstrations (one in each city) will allow community members to physically walk, bike and drive through a proposed street design and let the planning team know if they want the improvements to be made permanent. This proposal will test a new kind of immersive planning process that will enable more immediate project implementation and create the robust and engaged community networks necessary to support future safe routes to school programs and projects.

The cities in the Salinas Valley have serious traffic safety problems that disproportionately affect children. In the Salinas Valley cities, over half of all victims from bicycle and pedestrian crashes are children under the age of 14. Over the past 10 years, almost 80 children have been hit and injured while walking and biking – accounting for 51% of all bicycle and pedestrian collision victims in the four Salinas Valley cities, yet children aged 14 and under only represent about a quarter of the population. The Salinas Valley Safe Routes to School Plan is proposed in response to the requests from the community to address the serious and growing traffic safety problems

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region wide. The Plan will examine conditions at and around the **22 schools** and provide the Cities of Gonzales, Soledad, Greenfield and King City and agency partners with a comprehensive approach and tools to improve unsafe conditions around schools and reduce barriers to walking, biking, taking the bus and carpooling to school.

The Salinas Valley region is largely Spanish speaking, with an average of 86.5% of residents identifying as Latino, and a quarter of the population experiencing **linguistic isolation**, according to Cal Enviro Screen. Linguistic isolation is amplified in the public schools, where an average of 40% of all students are English Language Learners. At the Greenfield and King City School Districts, that percentage grows to over half of the student body. To adequately engage this population, the Salinas Valley Safe Routes to School Plan process will largely be conducted in Spanish or Trique and use visuals to accommodate all literacy levels.

Affordable transportation is of the utmost importance to residents in the Salinas Valley who have a median household income at or below the 80% statewide median income. Additionally, an average of 87.5% of students across all five School Districts qualify for Free and Reduced Priced Meals, meaning safe access to schools is also food security for thousands of students.

Many of the Salinas Valley students will be the first in their family to receive a high school education. Ensuring they can safely walk or bike to school will further reduce chronic absenteeism, which at the South County High School is almost 16%, higher than the statewide average. The Safe Routes to Schools National Partnership identifies that transportation challenges have been noted as one of the key barriers to attendances.

Furthermore, enhancing the health and wellbeing of the Salinas Valley youth is of great importance. On average, 30% of 5th graders in the Salinas Valley schools are overweight or obese. This project will identify opportunities to encourage healthier travel and daily exercise through walking, biking, skateboarding, and scootering to school.

This Plan will be an important step towards creating healthy and safe pathways for youth by evaluating how the streets in the Salinas Valley cities can better accommodate the needs of all users.

The project is modeled after the Marina and Seaside Safe Routes to School- and Salinas Safe Routes to School Plans, which in Seaside and Marina have led to a citywide roundabout feasibility study and immediate implementation of safe routes to school infrastructure projects. The California Transportation Commission staff has recently recommended the City of Seaside receive \$12 Million in Active Transportation Program funding for the Broadway Avenue Complete Streets Corridor, a project recommended and demonstrated as a “pop-up” in the

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Seaside and Marina safe routes to school plan. The Salinas Safe Routes to School planning effort currently underway and is expected to yield similar results as Seaside and Marina.

The Salinas Valley cities have small budgets and will need to leverage their local funds as much as possible to make their streets safer and healthier for their youth. Having an adopted safe routes to school plan and documented community input on “pop-up” demonstration projects will provide each of the four cities included in the proposal a much-needed advantage when applying for competitive grants to improve their streets.

The little funding Salinas Valley cities have available for transportation projects is mostly dedicated to street repair and maintenance. Many safe routes to school improvements such as high visibility crosswalks and buffered bike lanes can be incorporated into routine roadway maintenance projects for faster and more cost-effective implementation. The Plan will identify these types of improvements for each city, but time is of the essence as many of these maintenance projects have already been scheduled, and once re-paved will be more difficult and costly to redesign.

It is critical that the Salinas Valley Safe Routes to School Plan happen now to ensure scheduled and future maintenance projects in Salinas Valley cities include safe routes to school improvements to make the most of the meager city budgets, and to give these small rural cities a chance at competing for statewide active transportation program funding.

PROJECT DETAILS & PUBLIC PARTICIPATION:

The Salinas Valley Safe Routes to School plan will provide a systematic and comprehensive assessment and analysis of the greatest barriers to increased school-based active transportation and access to public transit and carpooling based on community input. The Plan will employ a proactive community engagement process to inform identification of both infrastructure and non-infrastructure recommendations to foster safe routes to schools. These recommendations will provide the basis for future investments through the countywide Safe Routes to School Program (funded through Measure X) as well as state and federal grant applications.

The public will be invited to participate in community meetings, focus groups, walking/biking audits, submit comments at public meetings, at the school-site display boards, through an online portal, as well as participate in parent surveys. Accommodations will be made for indigenous

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language speakers, especially in Greenfield which has the largest Oaxacan Triqui community in Monterey County.

Depending on shelter-in-place orders and health guidelines, community engagement may be done remotely/virtually. The project team will work closely with city and school staff to access existing virtual parent and community meeting platforms. Health Department team members will provide the most current health guidelines and best practices throughout the planning process.

All communication materials will be graphic-heavy and minimize text to reach parents of all reading levels. All text will be provided in English and Spanish.

The planning process will amplify community voices through the establishment of a Safe Routes to Schools Steering Committee that will distill the different communities' priorities. Through Participatory Budgeting, a process developed in Brazil and now used throughout the world to more democratically allocate public spending, the Steering Committee will directly identify and prioritize quick-build projects to be implemented upon adoption of the Salinas Valley Safe Routes to School Plan.

Project partners include the Transportation Management Agency of Monterey County, Monterey County Public Health, Ecology Action, a transportation consultancy, a local Community Based Organization that will lead the Participatory Budgeting, school districts, and the cities of Gonzales, Soledad, Greenfield, and King City.

Project Stakeholders

The Transportation Agency for Monterey County will be responsible for overseeing the plan's delivery, coordinating partnership involvement, participating in public outreach (including involvement of the Bicycle & Pedestrian Facilities Committee and the Measure X Oversight Committee, and TAMC Board), hiring and managing a community-based organization to establish the Salinas Valley Safe Routes to School Committee and participatory budgeting process, providing project information via an online Safe Routes to School resource hub, developing partnerships and collecting information needed to start safe routes to school program pilots, identifying potential funding sources for implementation, and administering the grant. In addition, TAMC will provide a local source of funding outside of the grant to pay for childcare and dinner at meetings as well as quick-build projects recommended by the Salinas Valley Safe Routes to School Committee.

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Ecology Action (Sub-Applicant) will lead the development of the plan, assist with organizing the public outreach and data collection process, and hire and manage a sub-consultant for the project using a competitive Request for Proposal process.

The Monterey County Health Department (Sub-Applicant) will lead the public engagement process with a special focus on disadvantaged communities in the project area. They will reach out to key stakeholders including but not limited to parents, schools, school districts, elected officials, advocacy groups and health providers to help identify specific health and safety needs within the community as well as opportunities for safe routes to school partnerships. Due to the high percentage of Spanish speakers in the community, meetings will be held in Spanish with English translation or accommodations will be made for non-English speakers. The Health Department will provide bilingual staff at all community engagement meetings and events and translation services and equipment as needed.

Jurisdiction staff will participate in public engagement activities and walking audits whenever possible, evaluate project recommendations to ensure consistency with existing policy and planning documents, review and approve the list of recommendations and draft plan and adopt the final planning document.

Overall Project Objectives

- Identify greatest barriers for active trips to school (walk, bike, skateboard & scooter).
- Identify improvements that would increase pedestrian and bicyclist safety.
- Identify low-cost community-led solutions to increase school-based active trips.
- Identify barriers to public transit and carpooling to schools.
- Identify low cost and community led non-infrastructure solutions to traffic congestion at schools.
- Initiate a Participatory Budgeting process
- Produce a plan to guide future infrastructure improvements that reduce school-based traffic congestion and increase safe, active, and sustainable transportation to and from school.
- This project will directly support the Sustainability, Mobility, Safety, Health and Social Equity goals of this grant program.

Summary of Project Tasks

Project Management activities must be identified within the task they are occur.

Task 01: Project Administration

TAMC will schedule and facilitate a kick-off meeting with Caltrans staff to review the project scope of work, schedule, and expectations for ongoing coordination with Caltrans staff.

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Caltrans staff will review with TAMC staff the funding source of the grant (State or Federal funds), as well as requirements for using the funds.

Throughout the life of the grant, TAMC will prepare and submit quarterly invoices and reports with all Caltrans-required back-up documentation.

Responsible Party: TAMC

Task Deliverables
Kick-off meeting with Caltrans - Meeting Notes
Quarterly Invoices and Reports – invoices and back-up documentation, quarterly progress reports, and DBE reporting (if federal Grant).

Task 02: Consultant Procurement

Ecology Action (with input from TAMC and Monterey County Health Department) will procure a technical consultant familiar with transportation planning at schools and with innovative ideas for multimodal improvements around schools. Procurement will be consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Responsible Parties: Ecology Action (EA), TAMC and Monterey County Health Department (MCHD)

TAMC will contract with a community-based organization to assemble and run the Salinas Valley Safe Routes to School Committee and lead the participatory budget process.

Responsible Parties: TAMC

Task Deliverables
Procure Consultant – TAMC’s current procurement procedures, copy of the Request for Proposal/Qualifications, copy of the contract between consultant and Ecology Action, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant
Contract with Community-Based Organization – TAMC’s current procurement procedures, copy of the contract between consultant and TAMC, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Existing Conditions

Collect & Review Background Information

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Collect and review policy, planning and engineering documents relevant to safe routes to school to provide understanding of planned infrastructure improvement projects, policy barriers and opportunities and upcoming infrastructure projects. The background review will help ensure consistency with existing planning documents.

Responsible Party: TAMC and EA

Conduct Parent Surveys

Conduct digital English/Spanish National Safe Routes to School parent surveys at each school site before audit is scheduled. Surveys collect parent attitudes regarding student transportation and perceived barriers to walking/biking.

Responsible Party: EA

Conduct Student Travel Mode Surveys

Conduct National Safe Routes to School student travel mode surveys at each school for 2-day period.

Responsible Party: EA

Crash Data Collection and Analysis for Schools

Gather and analyze crash data for each site from the UC Berkeley TIMS maps as well as SWITRS. Additionally, solicit non-reported incidents at each site that would not appear in SWITRS data sets from public meetings, comments, and other sources.

Responsible Party: TAMC and EA

Task Deliverables
Survey results, mode results, crash data and data analysis

Task 2: Coordination

The Project Team (TAMC, Monterey County Health Department, Ecology Action, and community-based organization) will hold monthly coordination meetings throughout the planning process to ensure good communication on upcoming tasks, project progress, schedule, and budget. Caltrans staff will be invited to participate in project team meetings.

Responsible Parties: EA, TAMC, MCHD, CBO

All school sites will be contacted at the start of the project with the projected timeline for their individual involvement and participation levels.

Responsible Parties: EA, MCHD

Task Deliverables
Log of Meetings and contacts

Task 3: Community Engagement

Devise Engagement Strategy

Community engagement is the heart of the planning process and the foundation for future implementation of the Salinas Valley Safe Routes to School Plan. The first step will be to develop an engagement strategy describing the process and opportunities for public input from the various school communities as well as surrounding neighborhoods. Insights from the Health Department and community-based organization staff who have worked in the planning area previously will help the team focus on the most effective strategies. The formation of the first ever Salinas Valley Safe Routes to School Committee and participatory budgeting process will provide a deeper engagement as community members will be empowered to prioritize funding for a number of projects to be built immediately after adoption of the Plan.

Responsible Parties: TAMC, EA, MCHD and Community-Based Organization (CBO)

Create Collateral

Community Engagement Collateral will be developed including but not limited to:

- Posters & fliers to promote meetings
- Outreach toolkit which could include social media graphics, text messages and email template
- A well-maintained website to promote planning process
- Sign-in sheets for meetings and school site audits

Responsible Parties: EA

Conduct Outreach

The project team will then conduct intentional multilingual outreach to engage the community and stakeholders throughout the planning process. The team will attend school parent group meetings (virtually or in-person), work through community-based organizations and existing groups to invite participants to share input, work with City jurisdictions to coordinate engagement opportunities with other City planning efforts and contact key stakeholders such as the School District, Student Leadership, Migrant Education Services and Leadership and Civic Engagement Academy (enLACE) and develop a communications infrastructure to promote the process and solicit input on barriers to walking and biking

The major focus is to generate parent and student input on the barriers to biking and walking to school at each school site and to amplify parent voices throughout the public process.

Possible outreach methods will be dependent upon COVID-19 restrictions but may include:

- ✓ Presentations at parent meetings to solicit input (can be done virtually)
- ✓ Hosting in-person public meetings in jurisdictions where parent meetings are not possible (can be done virtually)

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- ✓ Create banners or posters to allow parents to give in-person input or directing them to the project website
- ✓ social media, including Facebook posts
- ✓ Youth feedback through art/creative projects
- ✓ school newsletters
- ✓ PTA announcements
- ✓ press releases
- ✓ distribution of flier
- ✓ promotion through grassroots channels
- ✓ Back to School nights
- ✓ Community-Based Organization partnerships
- ✓ In-person or virtual stakeholder meetings
- ✓ Quarterly emails to stakeholders with project updates

All project materials will be posted in Spanish and English, plus visuals to accommodate low literacy and indigenous language-speaking individuals.

Responsible Party: TAMC, EA, MCHD, and CBO

Online Community Engagement

Create bilingual website with project information, updates, and opportunities for the public to post comments regarding active transportation conditions around school sites. All meetings and audits will be posted on the site. Site to be promoted at all schools. The project team will target parents and community members who are unable to attend in-person presentations by providing an interactive online forum.

Responsible Party: EA

Map Student Residence Data and Create Individual School Site Maps

TAMC and Ecology Action will collect student residence information from the five named school districts and plot residence information on map/overlay of each school site showing attendance boundaries, school locations and walking and biking distance radii to better inform walking audits.

TAMC will then create two discreet maps for each of the 24 school sites and Ecology Action will print out sufficient copies for all audits and public meetings.

Responsible Parties: EA and TAMC

Task Deliverables
Community Engagement Strategy, outreach kit, project website, school site maps and data, flyers, sign-in sheets, log of contacts, presentation materials, flyers, communications materials, and attendance sheets.

Task 4: Steering Committee and Participatory Budgeting

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Assemble Salinas Valley Safe Routes to School Committee

Invite community advocates and representatives to serve on the Safe Routes to School Committee, with representatives from each of the four cities and hold a kick-off meeting to establish Committee purpose, guidelines, and expectations.

Responsible Party: TAMC and CBO

Support Community Engagement

Safe routes to School Steering Committee will support the community engagement throughout the planning process including helping to spread the word about opportunities to provide input, sharing survey/project information links and encouraging participation in pop-up events.

The Committee will meet quarterly to align with the planning process and community engagement milestones. Provide translation services as needed.

Responsible Party: TAMC, CBO

Participatory Budgeting

The Committee will develop and adopt a standard participatory budgeting process for all cities in the Salinas Valley. The CBO (with support from TAMC) will then facilitate a series of sub-committee meetings for each city to review draft quick-build projects that were developed through the planning process, revise the quick-build projects, and prioritize and recommend projects to City Councils.

Responsible Party: TAMC, CBO

Present Participatory Budgeting Priorities

Present Participatory Budgeting priorities to City Commissions and City Council for adoption and commitment to construct quick-build projects shortly after adoption of the Salinas Valley Safe Routes to School Plan.

Responsible Party: TAMC and CBO

Safe Routes to School Implementation

Develop a safe routes to school implementation strategy for quick-build projects and the Salinas Valley Safe Routes to School Plan and identify and secure funding to continue Salinas Valley Safe Routes to School Committee

Responsible Party: TAMC and CBO

Task Deliverables
Contact list, Committee Guidelines, meeting agendas, presentations, project handouts, meeting notes, participatory budget guidelines, recommended list of quick-build projects and implementation strategy.

Task 5: School Site Audits & Recommendations

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Solicit Audit Participants

Reach out through advocacy groups, school community, neighborhood outreach, online portal, and parent meetings to solicit variety of stakeholders to participate in an audit at the 22 school sites. Participants will vary depending on site but may include school administrators, parents, students, community members, and other stakeholders.

Responsible Parties: EA

Conduct School Audits

Conduct walking audit of areas surrounding schools. Survey popular routes to school and drop-off/pick-up areas when students are arriving on campus. Survey bike parking and other existing support facilities. Assess non-infrastructure programming. Photograph problem areas.

Responsible Parties: TAMC, MCHD, EA, CBO and Consultant (on some audits but not all)

Consolidate Audit Findings

Consolidate findings from the audits, parent meetings and online sources.

Responsible Party: EA

Make Non-Infrastructure Recommendations

Consider non-infrastructure education and encouragement programming for school site based on stakeholder feedback and develop a draft program list.

Responsible Parties: EA, MCHD, School Reps and TAMC

Make Infrastructure Recommendations

Compile a list of Infrastructure and Non-Infrastructure recommendations for each school site. Develop a draft project list.

Responsible Party: Consultant

Internal Review Recommendations List

Have all partner agencies review and revise recommendations before including in presentations.

Responsible Party: EA, Consultant, TAMC and MCHD

Create Presentations

Create PowerPoint presentations to share findings with decision-making bodies and parents, including 24 presentations highlighting recommendations at each school site.

Responsible Party: EA

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Present findings to Stakeholders

Present draft recommendations to decision-making bodies (could include school boards, City Councils, etc.) and solicit input. Present recommendations at parent meetings at each school site, as well as at pop-up events and via the project website.

Responsible Party: EA and MCHD

Revise Draft Recommendation List

Revise Draft Recommendation List based on stakeholder input.

Responsible Party: EA

Task Deliverables
Participant list, summary map and comments from parent meetings, notes and photos from audits, barrier list for each school, draft non-infrastructure recommendations list, draft infrastructure recommendations list, compiled recommendations list, presentations, meeting minutes and agendas, revised draft recommendations list

Task 6: Pop-Up Infrastructure Demonstrations

Select Demonstration Sites

Identify 4 locations for pop-up demonstration events (one in each city). Demonstration locations will be chosen based on geographic/school district distribution, potential public participation, opportunities to demonstrate infrastructure that may be unfamiliar to public, and sites that could be converted to permanent installations.

Responsible Party: TAMC and EA

Designs and Permits for Demonstration

Develop drawings for pop-up demonstration infrastructure including proposed locations of temporary striping, hardscape items such as planter boxes, and signage. Develop detailed materials list/budget. Team will work with local agency staff on any necessary permitting (e.g., encroachment permit) including expected traffic control needs.

Develop a detailed sign plan, illustrating set-up of demonstration infrastructure, and educational signage indicating changed traffic or parking conditions as part of the demonstration.

Develop concept drawings and visual displays to help explain the project to the community during the pop-up event.

Responsible Party: EA, and Consultant

Community Notification & Engagement

Coordinate with school community to establish pop-up dates and invite participation.

Recruit volunteers to help install the pop-up demonstrations. Engage the Salinas Valley Safe Routes to School Steering Committee.

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Develop and distribute flyers and social media blasts (in English and Spanish) to notify and inform businesses, schools, and the greater community of upcoming pop-up demonstrations.

Responsible Parties: EA, TAMC and MCHD

Install and Implement Demonstrations

Event implementation will include event preparation, set-up and demonstration treatment installation prior to the event going live. Outreach to businesses or residents adjacent to the demonstration site; setup may need to occur the day prior to the event depending on scope.

Once the demonstration is active, provide staff and volunteer management, education of public participants, documentation, and evaluation activities (see next task), and fielding inquiries from media and public.

Educate the public and get feedback about the infrastructure pop-up via a project information center with project information and maps, and opportunities for feedback.

Responsible Parties: EA, TAMC, CBO and MCHD

Demonstration Evaluation

Documentation and evaluation plan will include a survey form and survey implementation actions, overall master plan feedback opportunities (Maps and other information at the pop-up tent), photography and a list of metrics to be evaluated before and after the demonstration.

Responsible Party: EA & TAMC

Task Deliverables
Maps of demonstration site locations, drawings, materials list, permits and sign plan, informational flyers, social media posts, volunteer recruitment lists, pictures, notes, community surveys, bike and pedestrian counts, summary of pop-up demonstration events

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Task 7: Draft and Final Plan

Develop Profile for each School

Create a succinct profile for each school site detailing current conditions (portrait of student body, student residence maps and relevant school policies and programs). Describe current challenges and opportunities at individual sites and recommend infrastructure and non-infrastructure solutions. Review identified infrastructure needs and develop list of potential infrastructure solutions will be developed for each school. Include all data collected for each site (site audit, parent surveys, mode surveys, public comments, crash data and community input). School Profiles will be written in Spanish and English.

Responsible Parties: EA

Develop Project Rating System

Develop rating mechanism using criteria consistent with the California Active Transportation Program, Regional Transportation Plan and City General Plan to identify high priority projects that will help meet local, regional, and state health and safety goals.

Responsible Parties: EA

Develop Plan Implementation Strategy

Create a phased implementation strategy that includes a timeline, planning-level cost estimates and potential funding sources.

Responsible Party: EA, TAMC and MCHD

Create Infrastructure Recommendation Maps

Create maps for each school showing recommended sites for infrastructure improvements, and proposed phasing.

Responsible Party: EA

Develop & Review Administrative Draft Plan

Compile all the data and recommendations prepared for the plan (including school profiles, background data, community engagement strategy and outcomes, maps, concept drawings, infrastructure and non-infrastructure recommendations, ratings matrix, and implementation strategy) into a single plan, including a short Executive Summary. Circulate the administrative draft to partners for review and comment.

Responsible Party: EA, Consultant, TAMC and MCHD

Draft Plan

Revise Administrative Draft Plan incorporating comments from partners and prepare an online version of the draft plan.

Responsible Party: EA

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Draft Plan Review

Post the Draft Plan online and distribute copies to community centers, public libraries, schools, for public review and input.

Solicit comments on Draft Plan from agencies that could include:

- o 4 City Councils
- o the five affected school boards
- o TAMC Board
- o Members of the public, including parents

Responsible Party: EA, MCHD, CBO and TAMC

Revise Draft Plan

Revise Draft Plan incorporating comments from the community and advisory bodies.

Responsible Party: EA

Task Deliverables
Examples: Draft Plan, Public Review – list of comments, Final Plan that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy.

Task 8: Board Review/Approval & Project Implementation

Plan Adoption

Revise Draft Plan incorporating input from the community and advisory bodies. Present final plan to 4 City Councils, 5 School District Boards and TAMC Board and resolve any critical issues. The TAMC Board, School District Boards and the city councils may adopt final Salinas Valley Safe Routes to School Plan. Provide ten hard-copies and one electronic copy of the final report to TAMC, for distribution to City Agencies. Credit to Caltrans and other financial contributors must be listed on the cover of the report.

Responsible Party: TAMC, MCHD and EA

Project Implementation

Create press release for plan release. Distribute copies of plan to the Public Library, the School Districts, 4 Public Works jurisdictions, TAMC, MCHD, Consultant and Ecology Action. Project

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recommendations and all research will be available for use in upcoming funding proposals, most notably the Active Transportation Program Cycle 7 submission and future state/federal applications.

Responsible Party: TAMC, MCHD and EA

Task Deliverables
Board Agenda, presentation materials, meeting minutes with board acceptance/approval, press release.

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EXHIBIT B: BUDGET

	Salinas Valley SRTS Planning Draft Budget	EA Staff/Materials Sub Total by Task	Contractor	Monterey Health	CBO	TAMC	Total Cost
01	<i>Project Administration</i>	\$11,742	\$0	\$2,400	\$1,200	\$3,249	\$18,591
0.1	Project Kick-Off Meeting w/Caltrans	\$0	\$0	\$0	\$0	\$269	\$269
0.2	Invoicing	\$3,712	\$0	\$1,200	\$1,200	\$1,490	\$7,602
0.3	Quarterly Reports	\$8,030	\$0	\$1,200	\$0	\$1,490	\$10,720
02	<i>Consultant Procurement</i>	\$5,485	\$0	\$960	\$0	\$2,682	\$9,127
0.2 1	RFP for Consultant Services	\$5,485	\$0	\$960	\$0	\$1,192	\$7,637
0.2 2	Contract with Community Based Organization	\$0	\$0	\$0	\$0	\$1,490	\$1,490
1	<i>Existing Conditions</i>	\$48,510	\$0	\$0	\$0	\$1,440	\$49,950
1.1	<i>Collect & Review Background Information</i>	\$11,311	\$0	\$0	\$0	\$480	\$11,791
1.2	Conduct Parent Surveys	\$16,394	\$0	\$0	\$0	\$0	\$16,394
1.3	Conduct Student Travel Mode Surveys	\$16,394	\$0	\$0	\$0	\$0	\$16,394
1.4	Crash Data Collection and Analysis for Schools	\$4,410	\$0	\$0	\$0	\$960	\$5,370
2	<i>Coordination</i>	\$31,314	\$5,000	\$18,680	\$8,820	\$13,181	\$76,995

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2.1	Staff Kick-Off Meeting	\$2,026	\$0	\$1,280	\$720	\$1,076	\$5,102
2.2	Staff Coordination	\$12,735	\$5,000	\$14,400	\$8,100	\$12,105	\$52,340
2.3	Contact School Sites	\$16,552	\$0	\$3,000	\$0	\$0	\$19,552
3	Community Engagement	\$53,365	\$0	\$22,120	\$1,080	\$6,845	\$83,410
3.1	Devise Engagement Strategy	\$11,474	\$0	\$3,520	\$1,080	\$1,614	\$17,688
3.2	Create Collateral	\$9,847	\$0	\$0	\$0	\$0	\$9,847
3.3	Conduct Outreach	\$19,545	\$0	\$18,600	\$0	\$0	\$38,145
3.4	Online Community Engagement	\$8,890	\$0	\$0	\$0	\$2,235	\$11,125
3.5	Map Student Residence Data and Create Individual School Site Maps	\$3,609	\$0	\$0	\$0	\$2,996	\$6,605
4	Advisory Committee & Participatory Budgeting	\$0	\$0	\$0	\$26,660	\$20,344	\$47,004
4.1	Assemble Salinas Valley SRTS Committee	\$0	\$0	\$0	\$3,120	\$1,614	\$4,734
4.2	Support Community Engagement	\$0	\$0	\$0	\$8,781	\$2,690	\$11,471
4.3	Participatory Budgeting	\$0	\$0	\$0	\$10,199	\$9,104	\$19,303
4.4	Present Participatory Budgeting Priorities	\$0	\$0	\$0	\$3,240	\$4,842	\$8,082
4.5	Safe Routes to School Implementation	\$0	\$0	\$0	\$1,320	\$2,094	\$3,414
5	School Site Audits &	\$173,263	\$20,000	\$20,880	\$5,640	\$12,862	\$232,645

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	Recommendations						
5.1	Solicit Audit Participants	\$18,000	\$0	\$0	\$0	\$0	\$18,000
5.2	Conduct School Audits	\$58,896	\$10,000	\$8,400	\$5,640	\$9,096	\$92,032
5.3	Consolidate Audit Findings	\$27,766	\$0	\$0	\$0	\$0	\$27,766
5.4	Make Non-Infrastructure Recommendations	\$8,121	\$0	\$1,920	\$0	\$1,614	\$11,655
5.5	Make Infrastructure Recommendations	\$6,424	\$10,000	\$0	\$0	\$0	\$16,424
5.6	Internal Review Recommendations List	\$7,758	\$0	\$2,560	\$0	\$2,152	\$12,470
5.7	Create Presentation	\$11,760	\$0	\$0	\$0	\$0	\$11,760
5.8	Present Findings to Stakeholders	\$30,522	\$0	\$8,000	\$0	\$0	\$38,522
5.9	Revise Draft Recommendation List	\$4,015	\$0	\$0	\$0	\$0	\$4,015
6	Pop-Up Infrastructure Demonstration	\$110,477	\$15,000	\$17,360	\$3,000	\$18,648	\$164,485
6.1	Select Demonstration Site(s)	\$2,106	\$0	\$0	\$0	\$2,152	\$4,258
6.2	Design and Permit Demonstration	\$4,015	\$15,000	\$0	\$0	\$0	\$19,015
6.3	Community Notification & Engagement	\$38,587	\$0	\$13,200	\$0	\$2,152	\$53,939
6.4	Install and Implement Demonstration	\$56,167	\$0	\$4,160	\$3,000	\$10,760	\$74,087
6.5	Demonstration Evaluation	\$9,601	\$0	\$0	\$0	\$3,584	\$13,185
7	Draft & Final Plan	\$75,834	\$10,000	\$6,400	\$1,440	\$5,380	\$99,054
7.1	Develop Profile for each School	\$21,770	\$0	\$0	\$0	\$0	\$21,770

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7.2	Develop Project Rating System	\$1,606	\$0	\$0	\$0	\$0	\$1,606
7.3	Develop Plan Implementation Strategy	\$1,606	\$0	\$2,560	\$0	\$2,152	\$6,318
7.4	Create Infrastructure Recommendation Maps	\$9,637	\$0	\$0	\$0	\$0	\$9,637
7.5	Develop & Review Administrative Draft Plan	\$21,630	\$10,000	\$2,560	\$0	\$2,152	\$36,342
7.6	Draft Plan	\$11,175	\$0	\$0	\$0	\$0	\$11,175
7.7	Draft Plan Review	\$3,861	\$0	\$1,280	\$1,440	\$1,076	\$7,657
7.8	Revise Draft Plan	\$4,549	\$0	\$0	\$0	\$0	\$4,549
8	Board Review/Approval & Project Implementation	\$2,166	\$0	\$1,280	\$2,160	\$3,761	\$9,367
8.1	Plan Adoption	\$803	\$0	\$858	\$2,160	\$2,682	\$6,503
8.2	Project Implementation	\$1,363	\$0	\$422	\$0	\$1,079	\$2,864
	Subtotals	\$ 512,156	\$ 50,000	\$ 90,080	\$ 50,000	\$ 88,392	\$ 790,628

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EXHIBIT C: Invoice Cover Page Format

[Project Title]

[Consultant Firm Name]

Invoice #

Invoice Date

Invoice Period

Task #	Task Name	Task Budget	Previously billed	Current invoice	Remaining Funds	% Billed to-date	% Task Complete	Work performed this period
1								
2								
3								
4								
	TOTAL							