

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Shared-Use Mobility Center

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Services related to the Zero Emissions Shared Mobility Feasibility Study. Details provided in the scope.

### 2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ **67,684**

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from April 22, 2025 to February 28, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:**

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful 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.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Auto Liability Coverage:** must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

#### **9.04 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

#### **Additional Insured Status:**

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### **Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

#### **Waiver of Subrogation:**

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days 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 or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

#### 14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

#### 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Cora Panturad, Sustainability Program Manager	Brian Holland, Chief Operating Officer
Name and Title	Name and Title
168 W. Alisal St, 3rd Fl, Salinas, CA, 93901	360 E 2nd St., Suite #800 360 E 2nd St., Suite #800, Los Angeles, CA 90012
Address	Address
831-755-5338	312.448.8083
Phone:	Phone:

#### 16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes



CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, 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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR 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 amendment to this Agreement.
- 16.13 **Counterparts:** 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.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

### 17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

### 17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By:

\_\_\_\_\_  
Contracts/Purchasing Officer

Date:

\_\_\_\_\_

By:

\_\_\_\_\_  
Department Head (if applicable)

Date:

\_\_\_\_\_

Approved as to Form

County Counsel

Susan K. Blitch, Acting County Counsel

By:

\_\_\_\_\_  
County Counsel

Date:

\_\_\_\_\_

Approved as to Fiscal Provisions

By:

\_\_\_\_\_  
Auditor/Controller

Date:

\_\_\_\_\_

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

By:

\_\_\_\_\_  
David Bolton, Risk Manager

Date:

\_\_\_\_\_

**CONTRACTOR**

Shared-Use Mobility Center

Contractor/Business Name \*

Signed by:



By:

\_\_\_\_\_  
(Signature of Chair, President, or Vice-President)

Benjamin de la Peña, Chief Executive Officer

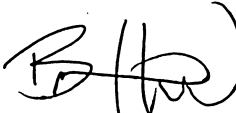
Name and Title

Date:

9/24/2025 | 8:46 AM PDT

\_\_\_\_\_

By:



\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Brian Holland, Chief Operating Officer

Name and Title

Date:

10 / 23 / 2025

\_\_\_\_\_

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup> Approval by County Counsel is required

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT - A

To Agreement by and between  
**County of Monterey**, hereinafter referred to as “County”  
AND  
**Shared-Use Mobility Center**, hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Summary of Project Tasks

Task 01: Project Administration

**Kick-Off Meeting with Caltrans:** The County will schedule a project kick-off meeting with Caltrans, SUMC, AMBAG, and Mobycon to review the scope of work for the grant, grant reporting, invoicing, and other elements of the grant requirements.

**Quarterly Progress Reports:** SUMC will help prepare draft quarterly reports. The County will submit quarterly project reports and fiscal reports to Caltrans District staff to provide a summary and percent completion of project progress and grant/local match expenditures.

**Invoicing:** SUMC will help prepare invoice packages. The County will submit complete invoice packages to Caltrans District staff (at least quarterly, but no more frequently than monthly).

Task Deliverables
<ul style="list-style-type: none"><li>• Notes from the kick-off meeting with Caltrans</li><li>• Quarterly Progress Reports</li><li>• Quarterly invoice packages</li></ul>

Task 1: Stakeholder Outreach, Education and Publicity

The County, with support from SUMC and AMBAG, will identify key stakeholders, assemble an advisory group, develop an outreach and engagement strategy, and produce and distribute outreach materials. Activities to be completed are described below.

Assemble Contact Management Database

SUMC, with support from the County and AMBAG, will assemble and maintain a public, nonprofit and private stakeholder contact list that includes leaders, officials and staff from Monterey County, AMBAG, TAMC, MST, Monterey Bay Air Resources District, Caltrans, Central Coast Community Energy, affordable housing sector, and other relevant state agencies, school district, businesses and business organizations, community organizations and public advocacy groups. Special efforts will be made to identify agencies, organizations and associations that work with disadvantaged communities

### **Convene Outreach Advisory Group**

SUMC will support the County to establish a community and stakeholder outreach advisory group of approximately 12 individuals for project guidance and meet at least 4 times during the course of the project. In the event that social distancing restrictions are still in place, the meetings will be held through an online video meeting platform. Participants will include representatives from local and regional agencies and other organizations and groups from the stakeholder list described above. Caltrans District staff will be invited and encouraged to participate in all meetings. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of Monterey County communities. It will help determine strategies for framing and communication and for engaging all population segments and maximizing participation at public events, as well as opportunities for coordination and synergy with other local and countywide initiatives and planning activities impacting communities. Meetings will also provide a venue for discussion of shared mobility concepts and strategies for implementation.

### **Prepare Community Outreach Plan**

SUMC, with input from the advisory group, will prepare a public outreach plan to inform communities about the project, activities and events, how to get involved and where to go for more information. The plan will include a comprehensive list of stakeholders to engage, schedule with timing for workshops and release, distribution and placement of publicity and informational items, and a list of potential co-hosts and co-promoters to assist with outreach and development of activities to maximize participation in activities and events.

### **Develop and Disseminate Outreach and Education Materials**

Materials will be produced in English and Spanish to inform all segments of the communities about the planning process and how they can participate. Steps include:

- **Produce Materials.** SUMC will produce flyers in English and Spanish publicizing events and activities for community-wide distribution. SUMC will also prepare a "shared mobility 101" informational factsheet and compile relevant examples and case studies of shared mobility initiatives, collaborations, services, and best practices to include in brief factsheets and presentations.
- **Distribute Materials.** SUMC will work with the advisory group and the County to share materials digitally, through email, newsletters, and social media sources. However, there are also opportunities to engage with stakeholders through print materials and word of mouth at places where residents go for other purposes such as coffee shops, recreational centers, faith-based organizations, and other gathering places. Community-based organizations will be solicited for promotion and direction

on how to best reach and communicate with their members. The project will also seek opportunities to engage with residents through either their property managers (low-income housing populations) or through their employers (farmworker and hospitality employees).

- **Media.** The County regularly hosts press briefings for traditional media outlets and provides translation services to reach traditional local radio and newspaper outlets. All events will be shared at media briefings and through press releases. General information about the project will be shared through media briefings as well. The County also uses social media to inform residents about engagement in projects and will do so here as well in both English and Spanish.
- **Project Website:** The County will host a project website through their sustainability webpage and will also use the Go831 platform hosted by TAMC to share information about this project and any stakeholder events. SUMC will provide advice on the project website, content, and online tools.

Task Deliverables
<ul style="list-style-type: none"><li>• List of stakeholders</li><li>• List of Advisory Group members</li><li>• Up to 4 Advisory Group meetings</li><li>• Agendas and notes from Advisory Group meetings</li><li>• Copies of outreach materials</li></ul>

Task 2: Existing Conditions

Resident and Employee Surveys

SUMC will translate the survey into Spanish and will coordinate with the County to host the survey online and to administer surveys in person. SUMC will report and summarize survey results.

Task Deliverables
<ul style="list-style-type: none"><li>• Survey(s), distribution, summary of findings</li></ul>

Task 3: Community Engagement and Recommendations

The project will conduct meaningful, broad-based and representative community engagement to understand local perspectives on transportation needs and preferences for mobility solutions.

To support this goal, SUMC will work closely with the County and AMBAG to conduct an iterative series of listening sessions and forums to engage residents and stakeholders in low-income and minority areas identified in the region's 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy. Activities will be conducted in English, Spanish, and other languages as needed, and focus on conversations and answers to questions such as

- How are existing transportation systems (s) in the community structured, and what options are currently available? Who has access to the current options?
- What is the transportation planning process like in your community? Who is/are the lead entities and who has been traditionally involved or excluded from transportation planning?
- What populations in the community have been traditionally underrepresented?
- What are community perspectives on transportation needs, preferences, and input on potential mobility solutions?

### **Stakeholder Focus Groups**

SUMC, in close coordination with the County, AMBAG, and Mobycon, and with input from the advisory group, will convene approximately 5 small group listening sessions to learn about mobility needs across sectors and representative population segments.

Potential groups would include, but not be limited to:

- Housing Authorities and Affordable Housing Providers
- Affordable housing and farmworker community residents
- Spanish-speaking and other non-English speaking populations
- Large employers
- Monterey County Jurisdictions
- Young adults and college students
- K-12 School district representatives
- Community college, vocational learning and university representatives
- Transportation agencies as well as public transit and dial-a-ride service providers
- Organizations that work with and represent seniors
- Organizations that work with and represent people with disabilities
- Environmental justice and social equity advocacy groups

### **Mobility Needs and Opportunities**

SUMC, in coordination with the County, AMBAG, advisory group and Mobycon, will develop the detailed agendas for forums to engage community members in activities and conversations to learn about their transportation needs and shared mobility types and models that best suits their communities. The County and, SUMC, with help from the advisory group and local co-hosts, will arrange facilities and food (in accord with grant guidelines for eligible snack and refreshment expenses), and other supporting promotional and celebratory activities. 2 rounds of forums are planned to be held in 2 communities for a total of 4 events. The conceptual scope of events includes:

• **First Round - Possibilities and Needs.** SUMC and the Mobycon will present tools and strategies for active transportation, first and last mile to transit, and clean (low and zero emission vehicle) shared mobility options, facilitate walking assessments of key corridors, facilities and site opportunities, and facilitate small group map activities or stations where participants will identify issues and mark up opportunity sites. Transit and select shared mobility service providers will be invited to bring vehicles and equipment for display and education.

• **Second Round - Recommendations and Prioritization.** SUMC will review the community input to date, and Mobycon will present the results of the needs assessment and recommendations for shared mobility projects. Breakouts and weighing activities will be used to gauge preferences for prioritizing recommendations and preferences for local mobility solutions.

### **On-line Survey of Proposed Recommendations and Prioritization**

Recognizing that not all community members will be able to attend the workshops and to ensure broader public feedback and input, the proposed concepts will be posted online with a survey in English and Spanish, allowing people to weigh in over the course of a few weeks with their preferences, concerns, comments, and suggestions. The survey will be available in paper format for those who do not have internet access or prefer to complete it by hand. Mobycon will work as the technical lead in developing the content of the survey, designed as a variation of the offline engagement efforts. SUMC will translate the survey into Spanish. SUMC will coordinate with the County to host the survey online and administer surveys in person. SUMC will report and summarize survey results.

<b>Task Deliverables</b>
<ul style="list-style-type: none"> <li>• Focus group participant lists, agendas and meeting notes</li> <li>• Participant lists, forum agendas, presentations, summaries of activities, input, feedback and outcomes</li> <li>• Survey results on proposed recommendations</li> </ul>



## **Task 4: Draft Report**

The final deliverable will be a report with recommendations and concepts for establishing, improving or expanding shared mobility transportation connectivity and access for low income and minority communities in Monterey County.

### **Administrative Draft**

Mobycon will prepare Administrative Draft Study, incorporating the materials from previous tasks into a complete draft. The County and SUMC will circulate the administrative draft report for review by the County, AMBAG, Caltrans, and members of the advisory group for input and feedback.



## Public Review Draft

Mobycon will prepare the Public Review Draft Study after incorporating revisions from the Administrative Draft Study. Following administrative review and revisions, the draft will be released for review and comments by the public. The document will be made available for download from the project website. The County and SUMC will consult with the advisory group to identify additional avenues for distribution (such as providing copies for review at easily accessible public locations), access, and submission of comments. SUMC will be responsible for receiving, compiling, and documenting comments received on the Public Draft Study.

### Task Deliverables

- Administrative Draft Study summary of comments
- Public Review Draft Study summary of comments

## Task 5: Final Draft Study for Board Acceptances/ Approvals

Mobycon will complete revisions based on the comments received and present the final draft report with SUMC to the County Board of Supervisors and AMBAG Board of Directors for approval. Mobycon will make final adjustments, corrections, and refinements and submit the final document to the County. The County will submit an ADA accessible electronic copy of the final document to Caltrans.

### Task Deliverables

- Board agendas, staff reports, and presentations
- Meeting minutes with City Council approval

## B. PAYMENT PROVISIONS

### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$67,684 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

Task		SUMC
01	Project Administration	\$2,128
02	Consultant Procurement and Contracting	\$600
1	Stakeholder Outreach, Education and Publicity	\$21,452
2	Existing Conditions	\$4,180
3	Community Engagement and Recommendations	\$33,384
4	Draft Report	\$3,756
5	Final Draft Study for Board Acceptances/Approvals	\$2,184
<b>Totals</b>		<b>\$67,684</b>

Expenses. CONTRACTOR shall be entitled to reimbursement for out-of-pocket expenses incurred in the performance of this agreement. Reimbursable expenses under this Agreement include costs allowable under the Caltrans Restricted Grant Agreement between Caltrans and the County that is the source of funding for this agreement, related to travel, reproduction, meeting, workshop supplies, snacks, and refreshments. Reimbursable expenses for travel are subject to Caltrans per diem rate requirements.

Invoices. CONTRACTOR shall submit invoices monthly for all services rendered. Upon receipt of CONTRACTOR's invoice, the County shall notify CONTRACTOR if it has any exceptions or objections to CONTRACTOR's invoice.

## **B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.