

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND COUNTY OF MONTEREY, ON BEHALF OF MONTEREY COUNTY HEALTH
DEPARTMENT
AGREEMENT FOR PROFESSIONAL SERVICES
RELATED TO THE MONTEREY COUNTY ACTIVE TRANSPORTATION PLAN AND LEVEL OF
TRAFFIC STRESS ANALYSIS**

APPROVED BY THE TAMC BOARD ON: December 3, 2025

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and County of Monterey, on behalf of Monterey County Health Department, a government agency, 1270 Natividad Rd, Salinas, CA 93906, hereinafter called "Contractor".

The parties agree as follows:

1. Term of Agreement. The term of this Agreement shall begin upon November 1, 2025, contingent upon approval by the TAMC Board, and Contractor shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 36. Unless earlier terminated as provided herein, this Agreement shall remain in force until December 31, 2028. Contractor acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.
2. Payments to Contractor; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to Contractor 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 Contractor under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of One Hundred Thousand Eighty Dollars (\$180,000). 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.
3. Employment of Contractor. TAMC hereby engages Contractor and Contractor hereby agrees to perform the services set forth in Exhibit A: Scope of Work and Schedule, in conformity with the terms of this Agreement. Contractor will complete all work in accordance with the work schedule set forth in Exhibit A: Scope of Work and Schedule.

(a) The project title for this work is as follows:

Monterey County Active Transportation Plan and Level of Traffic Stress Analysis

- (b) Contractor represents that Contractor and its agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) Contractor, 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. Contractor 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) Contractor shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Contractor 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) Contractor's project manager shall be specified in Exhibit A. If Contractor desires to change the project manager, Contractor shall get written approval from the TAMC Executive Director of the new project manager.
- (f) Contractor shall submit progress reports at least once a month. The report should be sufficiently detailed for the TAMC Project Manager: to determine if Contractor 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) Contractor's Project Manager shall meet with TAMC's Project Manager, as needed, to discuss progress on the contract.

4. 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, Contractor shall seek approval from the TAMC Project Manager prior to any adjustment to compensation across work tasks. If TAMC determines that a change to the Scope of Work and Schedule is required, such changes shall be approved and documented in writing by the TAMC Project Manager.
- iv. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If Contractor fails to submit the required deliverable items according to the schedule set forth in Exhibit A: Scope of Work and Schedule (or task order, as applicable), TAMC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Paragraph 7, Termination.
- v. Invoices shall be mailed and/or emailed to TAMC's Finance Officer, specified in Paragraph 36 (Contract Administrators), at the address contained in Paragraph 37 (Notices), accountspayable@tamcmonterey.org. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Contractor 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, and the Task Order title, if applicable. Contractor will be reimbursed as promptly as fiscal procedures will permit, upon receipt by TAMC's Finance Officer of itemized invoices.
- vi. The final invoice must contain the final cost and all credits due TAMC including any equipment purchased under the provisions of Paragraph 29 (Equipment Purchase) of this Agreement and shall be submitted within

60 calendar days after completion of Contractor's work under this agreement, or a given Task Order, as applicable.

- vii. No additional compensation will be paid to Contractor 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:

- i. Contractor will be reimbursed for hours worked at the hourly rates specified in Exhibit B to this Agreement, which rates shall be inclusive of direct salary costs, employee benefits, overhead and fees, if any. These rates are not adjustable for the performance period set forth in this Agreement beyond that specified in Exhibit B.
- ii. In addition, Contractor will be reimbursed for incurred (actual) direct costs other than salary costs that are in Exhibit B: Budget.

5. Retention of Funds.

(a) No Retainage by TAMC or Contractor: No retainage will be withheld by TAMC from progress payments due Contractor. Retainage by Contractor or subcontractors is prohibited, and no retainage will be held by Contractor from progress due subcontractors. Any violation of this provision shall subject the violating Contractor or subcontractors to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 3321 of the CCC. This requirement shall not be construed to

limit or impair any contractual, administrative, or judicial remedies, otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by Contractor or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE Contractors and subcontractors.

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

6. Termination.

- (a) TAMC reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor with the reasons for termination stated in the notice.
- (b) TAMC may also terminate this Agreement at any time for good cause effective immediately upon written notice to Contractor. "Good cause" includes, without limitation, the failure of Contractor 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 14 and 15, 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 Contractor of any ground for termination then being considered, and also provide Contractor 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 Contractor, 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 Contractor.
- (c) The maximum amount for which TAMC shall be liable if this Agreement is terminated is zero (0) dollars.
- (d) It is also mutually understood between TAMC and Contractor 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 direct Contractor immediately to stop work and to terminate this Agreement for convenience, pursuant to Paragraph 7(a) above, in order to address any reduction of funds.

- (e) Termination of this Agreement shall not terminate Contractor's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 9 and 20.

7. Cost Principles and Administrative Requirements.

- (a) Contractor 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) Contractor 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 Contractor under this Agreement that are determined by subsequent audit to be unallowable under 2 CFR Part 200 are subject to repayment by Contractor to TAMC.
- (d) Contractors and subcontractors 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.

8. Indemnification.

- (a) To the fullest extent permitted by law, including California Civil Code Sections 2782 and 2782.6, Contractor 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 Contractor or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Contractors 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 Contractor, any subcontractor, 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, Contractor shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor’s negligence, recklessness, or willful misconduct.

(b) Notwithstanding any other provision of this Agreement, Contractor’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 Contractor’s performance pursuant to the Agreement.

9. Insurance.

(a) Without limiting Contractor’s duty to indemnify as set forth in this Agreement, Contractor shall maintain, at no additional cost to TAMC, throughout the term of this Agreement a policy or policies of 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.
- Professional liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) 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, Contractor shall, upon the expiration or 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 surviving term of Contractor’s obligation to defend, indemnify and hold harmless TAMC as set for in Paragraph 9.

(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 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 Contractor'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 Contractor'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, Contractor employs one or more employees, then Contractor shall maintain a workers' compensation plan covering all of its employees as required by Labor Code Section 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 Contractor 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 Contractor shall be responsible for all subcontractors' compliance herewith.

11. Safety Provisions.

- (a) Contractor shall comply with Division of Occupational Safety and Health (CAL-OSHA) regulations applicable to Contractor regarding necessary safety equipment or procedures. Contractor shall comply with safety instructions issued by TAMC Safety Officer and other TAMC representatives. Contractor 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 Contractor 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. Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor 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.
- (c) Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- (d) Contractor 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, Contractor shall submit a completed federal W-9 form, Request for Taxpayer Identification Number and Certification, and file certificates of insurance with TAMC's Finance Officer evidencing that Contractor has in effect the insurance required by this Agreement. Contractor 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, Contractor, subcontractors, 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 (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Contractor 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. Documents not delivered to TAMC or prepared by subcontractors or by any other party not subject to this Agreement, shall remain the property of the person or entity that prepared them.

(b) Subcontracts in excess of \$25,000 shall contain this provision.

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 Finance Officer.
- (b) Not later than 30 days after issuance of the final audit report, Contractor may request a review by TAMC'S Finance Officer 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 Contractor from full and timely performance, in accordance with the terms of this Agreement.
- (d) Contractor and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including

making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Contractor and approved by TAMC project manager to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by TAMC at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

15. Inspection of Work. Contractor and any subcontractor shall permit TAMC, the State, and the FHWA (if federal participating funds are used in this Agreement) 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. Contractor 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. Contractor shall not disclose any confidential information received from TAMC or prepared in connection with the performance of this Agreement without the express permission of TAMC. Contractor shall promptly transmit to TAMC all requests for disclosure of any such confidential information. Contractor shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out Contractor's obligations hereunder. When this Agreement expires or terminates, Contractor shall return to TAMC all records, which Contractor utilized or received from TAMC to perform services under this Agreement.
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) Contractor's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Contractor 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, Contractor and its subcontractors 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. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors 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. Contractor and its subcontractors shall give written 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 Contractors 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. ADA Access.

- a) TAMC is committed to accessibility, including California State Web Content Accessibility Guidelines and Federal law and regulations related to the Americans with Disabilities Act. Contractor shall review and follow TAMC's adopted ADA Best Practices for Documents and Outreach with regard to conducting public outreach, developing outreach materials, and producing public documents and content for TAMC and its website.
- b) Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to TAMC under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify TAMC against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website:
<https://webstandards.ca.gov/accessibility/>.

21. Independent Contractor. In its performance under this Agreement, Contractor 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 Contractor 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. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation 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 harmless TAMC from any and all liability, which TAMC may incur because of Contractor's failure to make such payments.

22. Delegation of Duties; Subcontracting.

- (a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between TAMC and any subcontractor(s), and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to TAMC for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of

them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractor(s) is an independent obligation from TAMC'S obligation to make payments to the Contractor.

- (b) Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by TAMC's Executive Director, except that, which is expressly identified in the approved Budget/Cost Proposal.
- (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- (d) Any substitution of subcontractor(s) must be approved in writing by TAMC's Executive Director prior to the start of work by the subcontractor(s).
- (e) Any work performed by a subcontractor shall be done in conformance with this Agreement, and TAMC shall pay Contractor for the work but not for any markup, including subcontract management, supervisions, administrative and other expenses, or reimbursable costs.

23. 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. Contractor 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) Contractor 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 Contractor under this Agreement; further, Contractor 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 this project, or for the completion of this project by others, except only such use as many be authorized in writing by Contractor.

- (d) Applicable patent rights provisions regarding rights to inventions shall be included in the Agreements as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- (e) TAMC may permit copywriting reports or other agreement products. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the data, and may authorize others to use the work for government purposes.
- (f) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

24. Confidentiality of Data.

- (a) All financial, statistical, personal, technical, or other data and information relative to TAMC's operations, which are designated confidential by TAMC and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- (b) Permission to disclose information on one occasion, or public hearing held by TAMC relating to the Agreement, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.
- (c) Contractor shall not comment publicly to the press or any other media regarding the Agreement or TAMC's actions on the same, except to TAMC's staff, Contractor's own personnel involved in the performance of this Agreement, and at public hearings or in response to questions from a Legislative committee.
- (d) Contractor 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.
- (e) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

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

26. Prevailing Wages.

- (a) Contractor 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 28.
- (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.

27. Equipment, Supplies or Contractor Services Purchases.

- (a) Prior authorization in writing by TAMC's Project Manager shall be required before Contractor enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000) for supplies, equipment, or unbudgeted Contractor services. Contractor shall provide an evaluation of desirability of incurring such costs.
- (b) For purchase of any items, service or consulting work not covered in Contractor's Cost Proposal and exceeding Five Thousand Dollars (\$5,000), prior authorization is required by TAMC's Project Manager; 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. Contractor 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, Contractor 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 Contractor elects to keep the equipment, fair market value shall be determined at Contractor'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 Contractor; if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TAMC.

- ii. Contractor acknowledges that, if federal funds are used in this Agreement, 49 CFR, Part 1201 requires a credit to Federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000) is credited to the project for which this Agreement was entered into.

(d) Contractor shall include these provisions into any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000).

28. Conflict of Interest.

- (a) Contractor 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. Contractor 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) Contractor 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.

29. 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.

30. 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.

31. 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.
32. 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.
33. 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.
34. Contract Administrators. Contractor's designated principal responsible for administering Contractor's work under this Agreement shall be listed in Exhibit A; TAMC's designated administrator of this Agreement shall be Todd A. Muck, Executive Director. TAMC's Project Manager under this Agreement shall be Janneke Strause, and TAMC's Finance Officer shall be Mi Ra Park.
35. Notices. Notices required under this Agreement shall be delivered personally or by e-mail or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or email-receipt, or on the third day after deposit with the U.S. Postal Service. Contractor 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 A. Muck
Executive Director
55-B Plaza Circle
Salinas, CA 93901

Tel: 831-775-0903
Fax: 831-775-0897
Email: todd@tamcmonterey.org

To Contractor: Elsa Mendoza Jimenez
Director of Health Services
1270 Natividad Road
Salinas, CA 93906

Tel: 831-775-4526
Fax: N/A
Email: jimenezem@countyofmonterey.gov

Billing email: accountspayable@tamcmonterey.org

36. 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.

37. 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.

38. Debarment and Suspension Certification.

(a) Contractor's signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement)," which certifies that Contractor or any person associated with Contractor 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.

(b) Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining Contractor 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.

39. Rebates, Kickbacks or Other Unlawful Consideration Prohibited. Contractor 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.

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

(a) Contractor 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 Contractor 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 Contractor 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. Contractor acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for such failure.

(c) By signing this Agreement, Contractor also agrees that Contractor 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.

41. 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

Exhibit D – ADA Best Practices for Documents and Outreach

Exhibit E – Title VI Exhibit for Federal Contracts

Exhibit F – Contract Signature Requirements

42. Entire Agreement. This document, 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.

IN WITNESS WHEREOF, TAMC and Contractor execute this agreement as follows:

TAMC

MONTEREY COUNTY HEALTH
DEPARTMENT

By: _____
Todd A. Muck
Executive Director

By: _____
Elsa Mendoza Jimenez
Director of Health Services

Dated: _____

Dated: _____

By: DocuSigned by:
Stacy Saetta

C0ECE1B99F444A9...
Stacey Saetta
County Counsel

Dated: 2/23/2026 | 1:06 PM PST

By: DocuSigned by:
Patricia Ruiz

E79EF64E57454F6...
Auditor-Controller
Patricia Ruiz

Auditor Controller And

Dated: 2/23/2026 | 4:08 PM PST

INSTRUCTIONS: If Contractor is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Contractor is a partnership, the name of the partnership shall be set forth together with the signature of a partner with 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 his or her business, if any, and shall personally sign the Agreement. Refer to Exhibit F, Signature Requirements.

Approved as to form:

TAMC Counsel

Dated: _____

For TAMC internal use:

Work Element number to be used for the contract:

EXHIBIT A: Scope of Work and Schedule

Project Title: Janneke Strause, TAMC

Contractor Project Manager: Rosemary Soto, Monterey County Health Department

Scope of Work

2026 Monterey County Active Transportation Plan and Level of Traffic Stress Analysis

Introduction

The 2026 Monterey County Active Transportation Plan and Level of Traffic Stress Analysis (the Plan) will develop a comprehensive strategy to create walking, biking and non-motorized transportation options for vulnerable and underserved persons throughout the county (Appendix A). This Plan is an update to the previous Monterey County Active Transportation Plan, which was adopted in 2018 prior to the development of the Caltrans District 5 Active Transportation Plan, as well as SB-960 and DP-37. This update is necessary to deliver project recommendations that can be directly implemented into the SHOPP.

This Plan will include a Level of Traffic Stress (LTS) analysis that will assess the experience of non-automotive road users and produce an interactive map highlighting existing bicycle and pedestrian network gaps to help TAMC and local jurisdictions focus on implementing the highest benefit projects in our transportation network. Comprehensive community stakeholder engagement that reflects local needs and preferences will ensure the recommendations align with regional priorities. The effort will be led by TAMC, in partnership with its member agencies, the Monterey County Health Department, and Caltrans District 5.

The goal of this project is to increase bicycling and walking among Monterey County residents, targeting groups who are particularly vulnerable such as the young and aging populations with limited transportation options and who are interested in active transportation, but are concerned for their safety. Young and aging populations of pedestrians and bicyclists are disproportionately impacted by unsafe roads. When comparing the rates of collisions involving an injury or fatality in all California counties between 2017-2020, Monterey County was recorded as having the highest collision rates for pedestrians injured or killed under the age of 15 years (1 of 58 counties), pedestrians injured or killed that were 65 years of age or older (9 out of 58), and bicyclists injured or killed under the age of 15 years (15 out of 58)(2). Between 2018 and 2022, 1,043 bicycle and pedestrian collisions occurred, including 47 fatalities (Appendices F and G).

The Plan's LTS analysis will provide a data-driven assessment of current conditions, identifying high-risk areas that require targeted interventions. The Plan will prioritize projects that close a

network gap on high-collision corridors, near transit and affordable housing, increasing the likelihood projects can be used as a part of new development environmental mitigation strategies. Community engagement will provide empirical data to identify high-risk areas while providing input on how to weigh project prioritization categories. The final plan document will support public agencies in applying for grant funding to construct a network comfortable for active transportation users of all ages and abilities. Community engagement throughout the planning process and implementation will be conducted in English and Spanish.

The project will also include a user-friendly online map to highlight gaps in the bicycle network and identify segments with unacceptably high traffic stress. Bicyclists and pedestrians will be able to utilize the level of traffic stress map to determine the most comfortable route for their daily trips. In addition, an analysis of potential projects will establish a high-priority project list for local agencies. The Plan will prioritize project recommendations based on safety and network connectivity and whether the project eliminates collision risk, fills a gap in the low-stress network, is near transit nodes, and is located near existing or future affordable housing.

Local agencies can utilize the project list to prioritize future projects where there are gaps in the network and unacceptably high levels of traffic stress. The deliverables of this project are an interactive online map, a prioritized project recommendations list, and technical documentation of the level of traffic stress analysis.

The 2026 Active Transportation Plan and Level of Traffic Stress Analysis supports the California State Transportation Agency's Climate Action Plan for Transportation Infrastructure (CAPTI) greenhouse gas emission reduction goals by investing in networks of safe and accessible bicycle and pedestrian infrastructure and supporting innovative safety solutions. Assessing the bicycle level of traffic stress can capture data points that discourage bicycling and walking and prevent crashes before they happen. High stress roadways discourage bicycling. By prioritizing projects that reduce stressful roadways, this project encourages bicycling and walking, thereby reducing greenhouse gas emissions produced by vehicle trips. Additionally, one data point not captured well in safety studies is close-calls or near-misses. One assumption of high stress roadways is that close-calls and near misses happen. This project will prioritize streets where close-calls and near misses happen before a serious injury or fatality occurs.

Project Stakeholders

TAMC will be responsible for overseeing the plan's delivery, coordinating partnership involvement, participating in public outreach (including involvement of the Bicycle & Pedestrian Facilities Committee, the Measure X Citizen's Oversight Committee, and the TAMC Board), hiring and managing a Contractor to conduct the level of traffic stress analysis and develop project recommendations and the plan, providing project information via the TAMC website and Public Input project webpage, developing partnerships and collecting information needed to develop project recommendations, identifying potential funding sources for implementation, and administering the grant. TAMC will provide a local source of funding to pay for childcare and dinner at meetings.

The Contractor (to be determined) will lead the development of the plan, assist with organizing the public outreach and data collection process, and lead the public engagement process with a special focus on disadvantaged communities in the project area.

The Monterey County Health Department will support the development and implementation of the community engagement plan. 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 and work with existing Steering Committee members. 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.

City and County Public Works and Planning staff will participate in public engagement activities, 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

- Inventory current bicycling and walking facilities in the twelve cities and unincorporated areas of Monterey County.
- Conduct a collaborative, extensive, and accessible public participation process to engage diverse stakeholders and the community.
- Conduct a bicycle and pedestrian level of traffic stress analysis.
- Develop a low-stress bicycling and walking interactive and print map.
- Produce a list of project recommendations that reduce the level of traffic stress on City and County roadways.
- Identify funding sources for project recommendations and develop concept layouts and conduct outreach to position projects for grant proposals.
- Promote and encourage biking, walking, and transit ridership by planning a high-comfort network of active transportation infrastructure serving transportation disadvantaged populations.
- Decrease Greenhouse Gas emissions by advancing mode shift to zero emission travel options such as walking and bicycling.
- Increase accessibility for all potential active transportation users including children, seniors, women, people with disabilities, people of color, and low-income residents.

Summary of Project Tasks

For each Task 01-5, indirect costs will be allocated based on staff time spent on each task by using an Indirect Cost Allocation Plan Indirect Cost Rate approved by the California Department of Transportation.

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. 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 and quarterly progress reports.

Task 02: Contractor Procurement

TAMC will procure a technical Contractor familiar with transportation planning and experience drafting Active Transportation Plans and conducting bicycle and pedestrian level of traffic stress analyses. Procurement will be consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering Contractors, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Responsible Parties: TAMC and Monterey County Health Department

Task Deliverables
Procure Contractor – TAMC’s current procurement procedures, copy of the Request for Proposal/Qualifications, copy of the contract between Contractor and TAMC, copies of all amendments to the Contractor contract, meeting notes from project kick-off with Contractor.

Task 1: Existing Conditions

Collect & Review Background Information

Collect and review policy, planning, and engineering documents relevant to the bicycle and pedestrian level of traffic stress analysis including but not limited to roadway data such as existing bicycle and pedestrian infrastructure, traffic volumes, 85th percentile speed data, and already adopted local road safety, land use, and future development plans.

Responsible Party: TAMC, Contractor, and Monterey County Health Department

Task Deliverables
Results of collected data and planning documents, survey results, and summary of public comments.

Task 2: Level of Traffic Stress Analysis

The Level of Traffic Stress Analysis will identify the existing active transportation network gaps and barriers. High-stress facilities will be prioritized for improvement in the project recommendations list. Low-stress facilities will be highlighted in a network map and will be shared with the community for comment and revision.

Develop Methodology

Develop the bicycle and pedestrian level of traffic stress analysis methodology based on academic articles, studies, and previously developed methodologies from other jurisdictions.

Responsible Party: TAMC, Contractor, and Monterey County Health Department

Conduct Analysis

The analysis in this section will include a collision analysis, DAC analysis and mapping, first mile/last mile needs, and gap and barrier analysis.

Responsible Party: Contractor

GIS Mapping Assistance

Develop analysis in ArcGIS to run all roadways in Monterey County (except freeways) through the Level of Traffic Stress (LTS) analysis. Develop network maps, facility maps, and other GIS Mapping Needs. Package the Data for TAMC.

Responsible Party: Contractor

Task Deliverables
Technical documentation, summary of analysis including a collision analysis, DAC analysis and mapping, first mile/last mile needs, and gap and barrier analysis, geodatabase file containing a complete shapefile of the result of the LTS analysis, list of project recommendations, and link to interactive online map.

Task 3: Community Engagement

With the support of TAMC, the Contractor and County of Monterey Health Department will develop an engagement strategy, create collateral, conduct outreach via online and in-person meetings in English and Spanish, facilitate stakeholder meetings as needed, participate in presentations to the TAMC Board, and conduct community workshops.

Conduct Community Outreach

The community engagement will focus on disadvantaged communities by soliciting input from Safe Routes to Schools Steering Committees in North Monterey County, Salinas, Marina, Gonzales, Soledad, Greenfield, and King City. These Steering Committees will be engaged throughout the project and will be asked to validate the bicycle and pedestrian level of traffic stress analysis via in-person focus groups in each City. The Steering Committees will be engaged via email, text, phone, and hybrid in-person and Zoom meetings. The Monterey County Health Department will play a vital role in outreach throughout the project. Throughout the project, Neighborhood Advocacy Groups and the TAMC Advisory Committees will receive presentations and information and provide input on the process and end-product.

Community engagement will include bi-weekly meetings with the Contractor and TAMC to coordinate the community engagement plan implementation and outreach activities, outreach of 13 focus groups (one in each City and the County) utilizing TAMC and Health Dept. contacts, 13 focus group meetings in Spanish and English, 13 tabling events, and 1 workshop/community event in each City and the County (13 total).

Collect Community Data

Conduct focus groups and/or digital and print English/Spanish surveys to identify the most prominent barriers to active transportation in Monterey County. Review, categorize, and analyze public comments from tabling at community events and venues, public meetings, and online comment tool to summarize public input and priorities. Public comment analysis will be incorporated into the final Plan and help determine the Plan’s prioritized project list.

Document Engagement Activity

Draft a report of each engagement meeting or event that includes # of participants, questions asked, concerns, contact information, and participant testimonials at minimum. The engagement

strategy developed by TAMC, the Contractor, and the community can outline more information to be documented if desired.

Responsible Party: TAMC, Contractor, and Monterey County Health Department

Task Deliverables
PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings, engagement strategy summary, and Meeting Summary Reports.

Task 4: Draft and Final Plan

Develop Profile for each City and Unincorporated County

Create a succinct profile for each City and the unincorporated areas of Monterey County detailing current conditions including existing bicycling and walking facilities and the existing level of traffic stress. Describe current challenges and opportunities at individual sites and recommend infrastructure and non-infrastructure solutions such as student and parent safety education, crossing guards, and encouragement programs like walking school buses.

Review identified infrastructure needs and develop a list of potential infrastructure solutions for each jurisdiction. Include all data collected for each City (audits, parent surveys, mode surveys, public comments, crash data, and community input). Profiles will be written in Spanish and English.

Develop Project Rating System

Develop rating mechanism using criteria consistent with the California Active Transportation Program, Regional Transportation Plan, and County General Plan to identify high priority projects that will help meet local, regional, and state health and safety goals. Prioritize projects by assigning a score based on five categories: Safety, Network Connectivity, Equity, LTS, and Housing. Points will be assigned to Safety if a bicycle and pedestrian collision occurred on the corridor, Network Connectivity if the project fills a gap in the low-stress network or if there are transit nodes on the corridor; Equity if the project is located within a Disadvantaged Community; Level of Traffic Stress if the corridor has a high level of traffic stress, and Housing if the corridor is located near existing or future affordable housing.

The project rating system will utilize existing and future affordable housing data from local jurisdiction's housing elements. Projects will receive a higher priority score if they are located within one mile of existing and future affordable housing.

Develop Conceptual Designs for High Priority Projects

Identify the number of high priority projects based on the project rating system, thirteen at most. Draft conceptual design plans, illustrative sketches, and planning-level cost estimates. Lead conceptual designs review meeting and revise plans and sketches as needed.

Develop Plan Implementation Strategy

Create a phased implementation strategy that includes a timeline, planning-level cost estimates, and potential funding sources. Draft Fact Sheets for High Priority Projects for use with future grant applications that includes conceptual design illustration, cost-estimates, project description, quick-build option, and project benefits. Update TAMCs development guidelines for comment letters on all new development to encourage developers to use project recommendations in their environmental mitigation strategies.

Create Infrastructure Recommendation Maps

Create maps for each jurisdiction showing recommended sites for infrastructure improvements, disadvantaged and low-income community investment maps, and proposed phasing.

Develop & Review Administrative Draft Plan

Compile all the data and recommendations prepared for the plan (including 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.

Draft Plan

Revise Administrative Draft Plan incorporating comments from partners and prepare an online version of the draft plan. The Draft Plan will be translated into Spanish and American Disabilities Act accessible.

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:

- County Committees and Board of Supervisors
- City Committees and Councils
- TAMC Board and Advisory Committees
- Members of the public, including parents and seniors

Revise Draft Plan

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

Responsible Party: TAMC, Contractor, and Monterey County Health Department

Task Deliverables
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. Rating mechanism memo, phased implementation strategy summary, jurisdictional maps and lists of recommended improvements, updated TAMC development guidelines, fact sheets for high priority projects, and conceptual design plans.

Task 5: Board Review/Approval

Plan Adoption

Revise Draft Plan incorporating input from the community and advisory bodies. Present final plan to County Committees and Board of Supervisors, City Committees and Councils, School District Boards, and TAMC Board and resolve any critical issues. The TAMC Board, Board of Supervisors, and City Councils will adopt the final Plan by June 2027. Provide hard copies and electronic copy of the final report for distribution. Credit to Caltrans and other financial contributors must be listed on the cover of the report.

Project Implementation

Create press release for plan release. Distribute copies of the Plan to the Public Library, the School Districts, County Public Works, City Public Works, TAMC, and Contractor. Distribute the Low-Stress Bicycle and Pedestrian Map across Monterey County. The LTS Analysis will be used as a ranking criterion when evaluating Surface Transportation Grant applications awarded by TAMC. Potential funding programs include Measure X, the SB 1 local road rehabilitation program, the Regional Development Impact Fee (RDIF) Program, and the State’s Active Transportation Program. Following Plan adoption, the Plan partners will begin working together to apply for Federal, State, and local grants, including the Active Transportation Program.

Responsible Party: TAMC, Contractor, and Monterey County Health Department

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

Project Schedule

Milestone	Schedule Date
Planned Draft Plan Completion Date	July 2027
Planned Final Plan Completion Date	February 2028
Planned Final Plan Adoption Date	April 2028

EXHIBIT B: Budget

2026 Monterey County ATP and LTS Budget	Monterey Health	Total Cost
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Task	Task Name	Cost per Task	Total Cost per Task
01	Project Administration	\$ 3,968	\$ 12,000
02	Contractor Procurement	\$ 2,730	\$ 9,500
1	Existing Conditions	\$ 4,160	\$ 56,000
2	Level of Traffic Stress Analysis	\$ 6,018	\$ 102,000
3	Community Engagement	\$ 133,776	\$ 322,000
4	Draft & Final Plan	\$ 24,870	\$ 248,000
5	Board Review/Approval & Project Implementation	\$ 4,478	\$ 49,000
	Subtotals	\$ 180,000	\$ 798,500

EXHIBIT C: Invoice Cover Page Format

[Project Title]

[Contractor 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							

Exhibit D: ADA Best Practices for Documents and Outreach

The following are best practices that TAMC commits to complying with, and asks that all final and public draft documents comply, as they align with best practices for web-content accessibility:

Public Outreach Guidance

- Offer alternative ways to engage in outreach for the hard-of-hearing and the blind
 - Example: Have Talk-to-Text capacity available to engage with the hard of hearing
- Ensure public meeting rooms are set up in a way that is wheelchair accessible
- Ensure an alternative to a podium or stage is available in the event an individual cannot participate that way
- Have at least one wireless microphone available to help ensure public comments are projected in the meeting
- Develop public workshop handouts in font size 14 (minimum)
 - Handouts could include a project summary sheet, survey, comment card, etc.

Developing ADA Accessible Documents

- Use Calibri, Helvetica, or Arial Font Type
- Ensure final document content is at least font size 12 (minimum)
- Utilize proper features in Microsoft Word, including, but not limited to:
 - Alt Text for Images and Tables
 - “Styles” Feature to add emphasis or titles
 - Built in “Spacing” feature
- Indicate at the bottom of a Final Document’s Title Page, an ADA Notice stating:
 - **ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (831) 775-0903 or email ada@tamcmonterey.org.

Web Content Accessibility Guidelines

The Web Content Accessibility Guidance (WCAG) was integrated into Section 508 of the American with Disabilities Act in January 2018 as the industry standard in accessibility.

Guidance and Success Criteria from the WCAG are organized into the following four principles:

1. Perceivable

- Provide text alternatives for non-text content.
- Provide captions and other alternatives for multimedia.
- Create content that can be presented in different ways, including by assistive technologies, without losing meaning.
- Make it easier for users to see and hear content.

2. Operable

- Make all functionality available from a keyboard.
- Give users enough time to read and use content.
- Do not use content that causes seizures.
- Help users navigate and find content.

3. Understandable

- Make text readable and understandable.
- Make content appear and operate in predictable ways
- Help users avoid and correct mistakes.

4. Robust

- Maximize compatibility with current and future user tools

A few key aspects that relate to content to be posted onto the TAMC website include:

- Integrating alternative text for images and maps
- Using distinguishable colors and design techniques that are comprehensible for the color-blind

For a complete list of WCAG's Guidance, see: <https://www.w3.org/TR/WCAG20/>

If Contractor or subcontractor needs clarification on an ADA best practices, please contact ada@tamcmonterey.org.

Exhibit E: Title VI Exhibit for Federal Contracts

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/title-vi/appendix-e-of-the-title-v-i-assurances.pdf>

Exhibit F: Contract Signature Requirements

TYPE OF ENTITY	SIGNATURE REQUIREMENTS	Verification if deviation	EXAMPLES
Corporation (Often the name is followed by "Inc.")	Two (2) signatures are required: one (1) signature by the chair of the Board of Directors, president or any vice president and one (1) signature by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. Reference: Corporations Code §313 & 5214	Corporate Resolution authorizing signatory to bind corporation or Articles of Incorporation	Owner: Smith and Jones, Inc. Signatures: Butch Cassidy, President Sundance Kidd, Secretary
Limited Liability Company (LLC)	Signatures by at least two (2) managers, or by one (1) manager in the case of a limited liability company whose articles of organization state that it is managed by only one (1) manager. Reference: Corporations Code §17703.01	Articles of Organization	Owner: Smith and Jones, LLC Signature John Thomas Jones, Manager Signature Honest John Smith, Manager
Partnership (Including Limited Liability Partnership (LLP))	Any partner, unless authority is restricted in Statement of Partnership Authority. Reference: Corporations Code §16301	Statement of Partnership Authority	Owner: McGill Partnership Signature: Jimmy McGill, Partner Owner: Hamlin, Hamlin and McGill, LLP Signature: Charles McGill, Partner
Limited Partnership (LP)	A general partner, unless authority is restricted in Statement of Partnership Authority. Reference: Corporations Code §15904.02(a)	Certificate of Limited Partnership	Owner: Goodman, LP Signature: Saul Goodman, General Partner
Sole proprietorship (a business owned by one person)	Sole proprietor (Note that a sole proprietorship consists of only "one" individual and it has no existence apart from its owner; however, it may operate under a fictitious business name).	N/A	Signature: Walter White
Trust	Trustee(s) Reference: Probate Code § 16200	Certification of trust, or copy of trust	The owner will be "Smith Family Revocable Trust dated mm-dd-yyyy" (language such as "Under declaration of trust" or "UDT" should be included). Signing it will be "John Smith, trustee of the Smith Family Revocable Trust dated mm-dd-yyyy" and "Mary Smith, trustee of the Smith Family Revocable Trust dated mm-dd-yyyy".

In all of the above ownership situations the owner is not the individual signing the document but the name of the entity (except in the instance of a sole proprietorship). Legal documents such as recorded documents which we often prepare for land use entitlement condition compliance should use the legally correct ownership words spelled out and NOT abbreviations such as et al. Please use the actual names of all of the property owners of record.