

**AGREEMENT BETWEEN CITY OF SALINAS
AND
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
SALINAS SAFE ROUTES TO SCHOOL PLAN**

This is an agreement between the City of Salinas, (hereafter "CITY), and the Transportation Agency for Monterey County, (hereafter "TAMC").

PURPOSE

The purpose of this agreement is to set forth the roles and responsibilities of CITY and TAMC with respect to the implementation of the "Salinas Safe Routes to School Plan" (hereinafter the "PROJECT").

RECITALS

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

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

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

WHEREAS, Monterey County Health Department ("MCHD"), TAMC, Ecology Action, and City of Salinas ("CITY") partnered to develop an application to receive Transportation Planning Grant funds for the PROJECT for the grant period YEAR;

WHEREAS, TAMC applied as the applicant and MCHD, Ecology Action and City of Salinas applied as sub-applicants for the grant;

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

WHEREAS, the PROJECT was awarded \$954,502 in Transportation Planning Grant Program funds and TAMC is providing \$168,978 in matching funds;

WHEREAS, as described herein and in Exhibit A, TAMC, acting as the Lead Agency, will be responsible for overseeing the plan's delivery, coordinating partnership involvement, participating in public outreach (including involvement of the TAMC Bicycle & Pedestrian Facilities Committee and the TAMC Measure X Oversight

Committee), providing project information via an online Safe Routes to School resource hub, developing partnerships and collecting information needed to start a school carpool pilot, identifying potential funding sources for implementation, and administering the grant for the PROJECT;

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

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

WHEREAS, as described herein and in Exhibit A, CITY, acting as a Partnering Agency will participate in public engagement activities (including engagement with the City's Traffic Commission) and walking audits, evaluate project recommendations to ensure consistency with City policy and planning documents, develop recommendations for policy changes in line with the Plan's objectives, review and approve the list of recommendations and draft plan and adopt the final planning document;

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

NOW, THEREFORE, the parties hereto agree as follows:

1. This agreement is effective upon September 25, 2019 and shall remain in effect until June 30, 2022 or until the completion of the PROJECT under the terms of the Transportation Planning Grant Program award, whichever occurs last. Provided, however, that no actions or activities undertaken by a party shall be eligible for reimbursement under the grant and matching funds until such party has formally approved and executed an Agreement.

2. Consistent with the Scope of Work attached as Exhibit A, TAMC shall act as the Lead Agency, and in that role will:
 - a. Obtain agreements from City of Salinas, MCHD and Ecology Action committing them to the timely fulfillment of work identified in the PROJECT application;
 - b. Request reimbursement from Caltrans, and include a copy of this Agreement between MCHD and the TAMC in the initial request;
 - c. Develop and maintain an online resource for the project;
 - d. Request PROJECT extensions to Caltrans if needed;
 - e. Oversee procurement procedures and review contracts to ensure federal and state requirements are met including Caltrans travel reimbursement rates;
 - f. Oversee PROJECT delivery to ensure proper compliance with state, federal and local requirements such as the National Environmental Policy Act, California Environmental Quality Act, Title 23 of the U.S. Code of Federal Regulations, Caltrans Local Assistance Procedures Manual, Master Agreement with Caltrans and Transportation Planning Grant Program Guidelines;
 - g. Collect information needed to start a school carpool pilot;
 - h. Develop and submit semi-annual and final delivery reports in accordance with the Program Guidelines;
 - i. Submit invoices to Caltrans in accordance with Chapter 5 (Accounting/Invoices) of the Local Assistance Procedures Manual; and
 - j. Take such other actions as may be necessary to fulfill its obligations under the Agreement.

TAMC shall be reimbursed for its efforts from available PROJECT funds through funding allocations in approved amounts not to exceed Eighty-Four Thousand One Hundred Fourteen Dollars (\$84,114).

3. Consistent with the Scope of Work attached as Exhibit A, Ecology Action shall act as the Implementing Agency, and in that role will:
 - a. Develop a schedule to implement the PROJECT;
 - b. Facilitate regular partner meetings with TAMC, MCHD, Ecology Action, City of Salinas, and other organizations and stakeholders;
 - c. Facilitate communications between schools and partner agencies, announcements, develop agendas and meeting minutes;
 - d. Hire a consultant in accordance with TAMC's procurement procedures and manage contract in an amount not to exceed \$97,200 for consultant to lead a minimum of X public meetings, lead at least X school audits, propose engineering solutions and review final plan draft and take such other actions as may be required, as agreed by TAMC and EA.
 - e. Collect and analyze biking and walking data;
 - f. Lead community engagement efforts;

- g. Develop draft and final planning documents including profiles for each school, a project rating system, infrastructure and non-infrastructure recommendations and maps;
- h. Submit progress reports and invoices to TAMC; and
- i. Take such other actions as may be necessary to fulfill its obligations under the Agreement.

Ecology Action shall be reimbursed for its efforts from available PROJECT funds through funding allocations submitted by TAMC in approved amounts not to exceed Six-Hundred Ninety Thousand Fifty Dollars (\$690,050).

- 4. Consistent with the Scope of Work attached as Exhibit A, the County of Monterey through MCHD shall act as a Partnering Agency for the PROJECT, and in that role will:
 - a. Participate in monthly coordination meetings;
 - b. Participate in school walking audits and assist Spanish-speakers;
 - c. Assist the Implementing Agency in contacting schools and community members;
 - d. Facilitate communications with community advocacy groups
 - e. Assist in developing a community engagement strategy that will effectively reach disadvantaged populations in the study area;
 - f. Assist in developing outreach materials;
 - g. Engage Spanish-speakers at community workshops and meetings;
 - h. Review and comment on the draft Plan; and
 - i. Take such other actions as may be necessary to fulfill its obligations under the Agreement.

County/MCHD shall be reimbursed for its efforts from available PROJECT funds through funding allocations submitted by TAMC in approved amounts not to exceed One-Hundred Eighty Thousand Dollars (\$180,000).

- 5. Consistent with the Scope of Work attached as Exhibit A, the CITY shall act as a Partnering Agency for the PROJECT, and in that role will:
 - a. Attend and participate in monthly coordination meetings;
 - b. Participate in community meetings and walking audits;
 - c. Review and evaluate project recommendations;
 - d. Develop recommendations for policy changes consistent with the Plan's objectives;
 - e. Assist in scheduling presentations to City Committees, Commissions and the City Council;
 - f. Review and comment on the draft Plan;
 - g. Assist in getting the Plan considered and adopted by the Salinas City Council;
 - h. Take such other actions as may be necessary to fulfill its obligations under the Agreement.

CITY shall be reimbursed for its efforts from available PROJECT funds through funding allocations submitted by TAMC in approved amounts not to exceed Seventy-Two Thousand One-Hundred Sixteen Dollars (\$72,116).

6. Reimbursement for expenditures for PROJECT activities will be made on the following basis:
 - a. Not later than July 8 2019, October 8, 2019, January 8, 2019, April 8, 2019 and the 8th of every third month following in each year thereafter; MCHD shall submit progress reports for the previous quarter to TAMC for submission to Caltrans following the standard Overall Work Program format. These quarters are specified: First quarter – July through September, Second quarter – October through December, Third quarter – January through March, and Fourth quarter – April through June
 - b. In addition to the quarterly progress reports, MCHD will submit an invoice and appropriate documentation to support a request for reimbursement for MCHD efforts to TAMC for submission as a request for funding allocation, consistent with the budget attached hereto as Exhibit B. Invoices shall be formatted in accordance with Chapter 5 of the Local Assistance Procedures Manual.
 - c. MCHD and TAMC agree that:
 - i. Contract cost Principles and Procedures, 48 CFR, Federal Acquisition Regulation System, chapter 1, Part 31, et seq., shall be used to determine the eligibility of individual PROJECT cost items; and
 - ii. Those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 1201, Uniform System of Accounts.
 - iii. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFT, Part 1201, Uniform System of Accounts, including using only Caltrans approved travel reimbursement rates.
7. Mutual Indemnification of Public Agencies:
Neither TAMC, the County, the CITY (hereinafter, “Public Agency”), nor their respective governing bodies, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Public Agency in connection with any work or action taken with respect to the Agreement.
8. Limited Indemnification of Other Parties. Each Public Agency shall indemnify EA only to the extent that such liabilities, loss, injury or damages are caused in part by the sole negligence, active negligence, or willful misconduct of the respective public agency, its officers, agents, and employees.
9. Insurance.

- a. Each Public Agency party (TAMC, MCHD, CITY) shall provide proof of insurance or self-insured retention in the amounts required for EA, as described below.
- b. Without limiting EA's duty to indemnify as set forth in the Agreement between EA and TAMC, EA 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 (check if applicable):
 - i. 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.
 - ii. 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, Consultant 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 Consultant's obligation to defend, indemnify and hold harmless TAMC as set for in Paragraph 6.
 - iii. Comprehensive automobile insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- c. 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 the party's completion of performance hereunder.
- d. 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.
- e. 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 the party's insurance.
- f. TAMC shall not be responsible for any premiums or assessments on any insurance policy required by this Agreement.
10. This Agreement may be updated or amended only by written agreement of both parties, after consultation with other parties to the PROJECT.
11. 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.
12. Construction of Agreement: The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be sued to interpret the terms of this Agreement.
13. 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.
14. Successors and Assigns: This Agreement is not assignable without the formal written consent of the other party.
15. Termination: Because this Agreement allocates responsibilities with respect to a grant awarded by the State of California, and because failure to comply with the terms of the grant may result in substantial financial or other damage to one or both party, neither party may terminate this Agreement prior to the completion of the PROJECT without the consent of the other.
16. 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, as described in the Schedule of Performance, attached as Exhibit C. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance or any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
17. Contract Administrators: CITY's designated principal responsible for administering CITY's work under this Agreement shall be David Jacobs, Public Works Director; TAMC's designated administrator of this Agreement shall be Debra L. Hale, Executive Director. TAMC's Project Manager under this Agreement shall be Ariana Green, Associate Transportation Planner.

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

To TAMC: Debra L. Hale

55 B Plaza Circle
Salinas, CA 93901
Tel: 831-775-0903
Fax: 831-775-0897

To ECOLOGY ACTION: Jim Murphy

877 Cedar Street, Suite 240
Santa Cruz, CA 95060
Tel: 831-515-1344
Fax: N/A

To CITY:

To MCHD:

19. Entire Agreement. This document, including all Exhibits hereto, as well as the Transportation Planning Grant application and grant award, and the Agreements entered into with EA and MCHD, constitute the entire agreement between and among the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

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

City of Salinas

**Transportation Agency for Monterey
County**

Mayor

Executive Director

Date

Date

APPROVED AS TO FORM:

City Attorney

Attorney for Transportation Agency for
Monterey County

Date

Date

APPROVED AS TO LIABILITY PROVISIONS:

Risk Management Officer

Date

APPROVED AS TO FISCAL PROVISIONS:

COO

Date