

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
AND ECOLOGY ACTION  
AGREEMENT FOR PROFESSIONAL SERVICES  
RELATED TO SAFE ROUTES TO SCHOOL EDUCATION & ENCOURAGEMENT  
APPROVED BY THE TAMC BOARD ON: JUNE 26, 2024**

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and Ecology Action of Santa Cruz, a 501(c)3 non-profit organization, with its principal place of business located at 877 Cedar Street, Suite 240, Santa Cruz, CA 95060, hereinafter called "Consultant".

The parties agree as follows:

1. Term of Agreement. The term of this Agreement shall begin upon June 26, 2024, contingent upon approval by the TAMC Board, and Consultant 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, 2030. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.
2. Payments to Consultant; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to Consultant 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 Consultant under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of Three-Million Six-Hundred Twenty-Two Thousand Ninety-One Dollars (\$3,622,091). 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 Consultant. TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A: Scope of Work and Schedule, in conformity with the terms of this Agreement. Consultant 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:

SAFE ROUTES TO SCHOOL EDUCATION & ENCOURAGEMENT

(b) Consultant represents that Consultant and its agents, subconsultants 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) Consultant, its agents, subconsultants, 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. Consultant shall ensure for itself and for any subconsultants 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) Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant 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) Consultant’s project manager shall be specified in Exhibit A. If Consultant desires to change the project manager, Consultant shall get written approval from the TAMC Executive Director of the new project manager.
- (f) Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the TAMC Project Manager: to determine if Consultant 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) Consultant’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, Consultant 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 Consultant 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 [accountspayable@tamcmonterey.org](mailto:accountspayable@tamcmonterey.org). Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant 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. Consultant 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 Consultant's work under this agreement, or a given Task Order, as applicable.
- vii. No additional compensation will be paid to Consultant 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: Lump Sum.

- i. The total lump sum price paid to Consultant will include compensation for all work and deliverables, including any travel and equipment described in Exhibit A: Scope of Work for this Agreement. No additional compensation shall be paid, unless a change of Scope of Work is authorized by an amendment approved by the TAMC Board of Directors pursuant to Paragraph 4(a), above.
- ii. Progress payments will be made upon completion of deliverables and acceptance by the TAMC Project Manager, as specified in Exhibit B: Budget, and Paragraph 4(a), above.

5. Prompt Payment.

(a) Prompt Progress Payment to Subconsultants: TAMC requires Consultant to pay any subconsultants within fifteen (15) days after receiving each progress payment. Any delay or postponement of payment may take place only for good cause and with TAMC's prior written approval. Any violation of these provisions shall subject the violating Consultant to the penalties, sanctions and remedies specified in Section 3321 of the California Civil Code (CCC). This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance, and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. Retention of Funds.

(a) No Retainage by TAMC or Consultant: No retainage will be withheld by TAMC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by Consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants 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 Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE consultants and subconsultants.

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

## 7. Termination.

- (a) TAMC reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to Consultant 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 Consultant. "Good cause" includes, without limitation, the failure of Consultant 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 Consultant of any ground for termination then being considered, and also provide Consultant 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 Consultant, 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 Consultant.
- (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 Consultant 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 Consultant 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 Consultant’s duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 9 and 20.

8. Cost Principles and Administrative Requirements.

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

9. Indemnification.

- (a) To the fullest extent permitted by law, including California Civil Code Sections 2782 and 2782.6, Consultant 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 Consultant or its subconsultants), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, 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, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

- (b) Notwithstanding any other provision of this Agreement, Consultant'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 Consultant's performance pursuant to the Agreement.

#### 10. Insurance.

- (a) Without limiting Consultant's duty to indemnify as set forth in this Agreement, Consultant 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.
  - ✓ Comprehensive automobile insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- (b) All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Unless otherwise provided in this Agreement, all such insurance shall be written on 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 Consultant'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 subconsultant performing work under this Agreement or be accompanied by a certificate of insurance for each subconsultant 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 Consultant's insurance.

(e) TAMC shall not be responsible for any premiums or assessments on the policy.

11. Workers' Compensation Insurance. If during the performance of this Agreement, Consultant employs one or more employees, then Consultant 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 Consultant 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 subconsultant employing one or more employees, and Consultant shall be responsible for all subconsultants' compliance herewith.

12. Safety Provisions.

- (a) Consultant shall comply with Division of Occupational Safety and Health (CAL-OSHA) regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by TAMC Safety Officer and other TAMC representatives. Consultant 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 Consultant 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. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant 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) Consultant 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.



13. Certificate of Insurance and Taxpayer Identification. Prior to the execution of this Agreement by TAMC, Consultant 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 Consultant has in effect the insurance required by this Agreement. Consultant 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.

14. 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, Consultant, subconsultants, 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 Consultant 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 subconsultants 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.

15. 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, Consultant 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 Consultant from full and timely performance, in accordance with the terms of this Agreement.
- (d) Consultant and subconsultant 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 Consultant’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 Consultant and approved by TAMC project manager to conform to the audit or review recommendations. Consultant 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 Consultant 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.
- (e) Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans’ Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the TAMC Contract Administrator to conform to the Work Paper Review recommendations included in the Local Assistance Procedures Manual Exhibit 10-R A&E Sample Contract Language Page 10 of 21 August 2016 management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
  - i. During a Caltrans’ review of the ICR audit work papers created by the Consultant’s independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, TAMC will reimburse the Consultant at a provisional ICR until a FAR compliant ICR (e.g., 48 CFR, part 31; GAGAS [Generally Accepted Auditing Standards]; CAS [Cost Accounting Standards], if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit

Guide; and other applicable procedures and guidelines) is received and approved by Caltrans Audits and Investigations (A&I). Provisional rates will be as follows:

- A. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
  - B. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
  - C. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
- ii. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
  - iii. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract. Consultant may submit to TAMC final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of TAMC; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to local agency no later than 60 days after occurrence of the last of these items.
  - iv. The provisional ICR will apply to this contract and all other contracts executed between TAMC and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.
16. Inspection of Work. Consultant and any subconsultant 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.
17. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subconsultants shall comply with all federal, State and local laws providing for the confidentiality of records and other information. Consultant 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. Consultant shall promptly transmit to TAMC all requests for disclosure of any

such confidential information. Consultant shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out Consultant's obligations hereunder. When this Agreement expires or terminates, Consultant shall return to TAMC all records, which Consultant utilized or received from TAMC to perform services under this Agreement.

18. 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.

19. Statement of Compliance/Non-Discrimination.

- (a) Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant 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, Consultant and its subconsultants 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. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants 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. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (c) Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied

the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

(d) Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

(e) During the performance of this contract, Consultant, for itself, its assignees and successors in interest agrees to comply with the nondiscrimination statutes and authorities listed in **Exhibit E**.

20. Harassment. TAMC maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.

21. ADA Access. TAMC is committed to accessibility, including California State Web Content Accessibility Guidelines and Federal law and regulations related to the Americans with Disabilities Act. Consultant 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.

22. Independent Contractor. In its performance under this Agreement, Consultant 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 Consultant 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. Consultant 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 Consultant's performance of this Agreement. In connection therewith, Consultant shall defend, indemnify, and hold harmless TAMC from any and all liability, which TAMC may incur because of Consultant's failure to make such payments.

23. Delegation of Duties; Subcontracting.

- (a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between TAMC and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to TAMC for the acts and omissions of its subconsultant(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 Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from TAMC'S obligation to make payments to the Consultant.
- (b) Consultant 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) Consultant shall pay its subconsultants no later than fifteen (15) calendar days from receipt of each payment made to Consultant by TAMC.
- (d) 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 subconsultants.
- (e) Any substitution of subconsultant(s) must be approved in writing by TAMC's Executive Director prior to the start of work by the subconsultant(s).
- (f) Any work performed by a subconsultant shall be done in conformance with this Agreement, and TAMC shall pay Consultant for the work but not for any markup, including subcontract management, supervisions, administrative and other expenses, or reimbursable costs.

24. 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. Consultant 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) Consultant 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 Consultant under this Agreement; further, Consultant 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 may be authorized in writing by Consultant.
- (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.

25. 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 Consultant in order to carry out this Agreement, shall be protected by Consultant 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 Consultant to further disclose such information, or disseminate the same on any other occasion.
- (c) Consultant 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, Consultant's own personnel involved in the performance of this Agreement, and at public hearings or in response to questions from a Legislative committee.
- (d) Consultant 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.

26. 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, Consultant shall comply with all provisions of such grant applicable to Consultant’s work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

27. Prevailing Wages.

- (a) Consultant 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.

28. Equipment, Supplies or Consultant Services Purchases.

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

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

29. Conflict of Interest.

- (a) Consultant 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. Consultant 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) Consultant 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.

30. 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.

31. 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.

- 32. 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.
- 33. 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.
- 34. 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.
- 35. Contract Administrators. Consultant’s designated principal responsible for administering Consultant’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 Ariana Green, Principal Transportation Planner, and TAMC’s Finance Officer shall be Mi Ra Park.
- 36. 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. 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:	Todd A. Muck	To Consultant:	Jim Murphy
	Executive Director		Executive Director & CEO
	55-B Plaza Circle		877 Cedar Street, Suite 240
	Salinas, CA 93901		Santa Cruz, CA 95060
	Tel:831-775-0903		: 831-515-1344
	Fax:	831-775-0897	Fax: N/A
	Email: <a href="mailto:todd@tamcmonterey.org">todd@tamcmonterey.org</a>		Email: <a href="mailto:Jim.murphy@ecoact.org">Jim.murphy@ecoact.org</a>
	Billing email: <a href="mailto:accountspayable@tamcmonterey.org">accountspayable@tamcmonterey.org</a>		

- 37. 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.

38. 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.

39. Debarment and Suspension Certification.

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

40. Rebates, Kickbacks or Other Unlawful Consideration Prohibited. Consultant 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.

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

- (a) Consultant 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 Consultant 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 Consultant 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. Consultant 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, Consultant also agrees that Consultant 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.

42. 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 – Signature Requirements

43. 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 Consultant execute this agreement as follows:

TAMC

ECOLOGY ACTION OF SANTA CRUZ

By: \_\_\_\_\_  
Todd A. Muck  
Executive Director

By: \_\_\_\_\_  
Sarah Clark  
Board Chair

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Smith Grubb  
Board Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

INSTRUCTIONS: If Consultant 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 Consultant 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 Consultant 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**

### **SCOPE OF WORK & BUDGET**

#### **Purpose:**

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

#### **Background:**

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

#### **Goals:**

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

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

To reach these goals, the Transportation Agency needs support from a consultant to implement programming across Monterey County.

In addition to Measure X funding, the Transportation Agency has been successful in securing five (5) Active Transportation Program grants which include both infrastructure and non-infrastructure components. This contract would include programming for each of the following Active Transportation Program grants:

- ATP Cycle 5: Broadway Complete Streets (City of Seaside)
- ATP Cycle 6: Alisal Safe Routes to School (City of Salinas)
- ATP Cycle 6: Harden Parkway Safe Routes to School (City of Salinas)
- ATP Cycle 6: FORTAG (California Segment) (City of Marina)
- ATP Cycle 6: San Antonio Path & Safe Routes to Schools (King City)

**Schedule:**

This work will take place from June 2024 – December 2030.

<b>Project</b>	<b>Estimated Start</b>	<b>Estimated End</b>
Measure X - funded programs	July 2024	Dec 2030
ATP C6 Alisal	July 2024	June 2025
ATP C6: San Antonio	Sept 2024	Dec 2027
ATP C6: FORTAG	Nov 2024	Dec 2027
ATP C5: Broadway	Nov 2025	Dec 2028
ATP C6: Harden Parkway	Nov 2025	Dec 2028
NOTE: ATP grant schedules are subject to change.		



**Project Tasks:**

Task	Task Title	Suggested Budget	Deliverables
X1	<b>Project Management &amp; Coordination</b>	\$78,000	Quarterly check-ins with TAMC project manager
X2	<b>Pedestrian Safety Education</b>	\$650,000	Safety presentations and walking field trips with 2nd graders
X3	<b>Bike Safety Education</b>	\$580,000	Safety presentations and bike rodeos to 5th graders
X4	<b>Walking School Buses</b>	\$260,000	1 year of Walking School Bus at 5 Elementary Schools. Program will operate throughout the fall and spring semesters and will run at least 1 route per school once per week.
X5	<b>Volunteer Trainings</b>	\$55,000	Volunteer recruitment and training to assist with education programming
X6	<b>Traffic Garden Trainings</b>	\$100,000	Provide educational safety trainings to school staff or other volunteers to provide programming at schools with traffic gardens
X7	<b>Public Events</b>	\$75,000	Hold public bike rodeo events; must serve King City Traffic Garden at least once/year
X8	<b>Crossing Guard Trainings</b>	\$75,000	Coordinate with school districts to provide trainings at least one training/yr
X9	<b>Create Safe Routes to School Kits</b>	\$100,000	Design, create and deliver kits to schools including but not limited to materials for the following programming: Crossing Guards, Walking School Bus, Walk & Roll to School Day Events
X10	<b>Incentives</b>	\$75,000	Prizes for surveys and participation; including but not limited to scooters, skateboards and bicycles

X11	<b>SRTS Website &amp; Social Media</b>	\$35,000	Develop program pages for the Safe Routes to School website including traffic gardens, safe routes to school kits, school carpool and walking school bus; video content for web and social media including videos demonstrating how to use traffic gardens
X12	<b>Invoicing/Reporting</b>	\$55,000	Quarterly progress reports and invoices.
<b>TOTAL BUDGET</b>		<b>\$2,138,000</b>	

**Task X1: Project Management & Coordination**

The Consultant will maintain communication with Transportation Agency staff and grant partners on an on-going basis throughout all phases of the project. This task also includes ongoing tracking of the consultant scope, schedule and budget; ongoing coordination with consultant team members; and, as safety trainings are completed, preparing invoices and progress reports summarizing work performed and tasks completed. The Consultant will also guide the progress of its staff and closely monitor work assigned to sub-consultants, if sub-consultants are involved.

Consultant will work with the schools identified in the Active Transportation Program grants to provide safe routes to school education, encouragement and trainings. The Consultant will coordinate scheduling directly with school sites, and keep Transportation Agency staff informed of communications.

*Deliverables:*

- Ongoing communication with Transportation Agency staff
- Monthly Partner Coordination Meetings
- Detailed project schedule

**Task X2: Pedestrian Safety Education & Rodeos**

The Consultant will prepare bilingual presentation materials and a list of learning objectives for the presentations to 2<sup>nd</sup> grade students. The Consultant will make bilingual in-class presentations at designated elementary schools to educate youth on: the benefits of bicycling and walking; rules of the road; to “stop, look and listen;” choosing safe routes; being visible; being alert; how to navigate intersections; and other pedestrian safety topics. As part of this task, the Consultant will conduct a survey of students to gauge student knowledge prior to the training, and to assist with the overall program effectiveness evaluation.

After the in-class presentation students will go walk around the block with consultant to practice what they’ve learned.

*Deliverables:*

- Presentation materials
- List of learning objectives

- Pre-Education Survey
- Report on Pre-Education Survey Results
- Bilingual take home materials (English and Spanish): Parent letter, Certificate, Family Lessons, Educational materials
- Photos
- Log of Field Trip Events
- Number of Students Served
- Evaluation Activity Results

### **Task X3: Bike Education & Rodeos**

The Consultant will prepare bilingual presentation materials and a list of learning objectives for the presentations to 5<sup>th</sup> grade students. The Consultant will make bilingual in-class presentations at designated elementary schools to educate youth on: the benefits of bicycling and walking; rules of the road; to “stop, look and listen;” the importance of helmet use and fit; how to conduct a quick bicycle maintenance check; choosing safe routes; being visible; being alert; where to ride on the road; how to navigate intersections; how to safely complete a turn; sidewalk safety; hand signals; how to avoid obstacles on the road; and other bike safety topics. As part of this task, the Consultant will conduct a survey of students to gauge student knowledge prior to the training, and to assist with the overall program effectiveness evaluation.

The Consultant will set-up a bicycle skills course also known as a bike rodeo, that will allow students to practice the skills that they learned in the in-class presentations. In certain cases, students may not know how to ride a bike. In this case, the Consultant will work with these students to help teach them how to ride a bike so that they may be able to participate with the rest of the class. The Consultant will have all the materials and supplies necessary and will also have helmets and bikes available for students to use. The consultant is expected to conduct bike rodeos for all 5<sup>th</sup> graders at each of the designated elementary schools and those identified by TAMC staff.

#### *Deliverables:*

- Presentation materials
- List of learning objectives
- Pre-Education Survey
- Report on Pre-Education Survey Results
- Bilingual take home materials (English and Spanish): Parent letter, Certificate, Family Lessons, Educational materials
- Bike rodeo supplies and bilingual materials
- Photos

### **Task X4: Walking School Buses**

Consultant will work with TAMC staff and grant partners to develop walking school bus programs at the elementary schools identified in the grants and at an additional 4-5 schools determined by TAMC staff. Programming will run for at least 1 year at each school and operate in the Fall and Spring semesters.

Walking School Buses will run at least 1 day/week. Programs will include informational presentations and training for parents and volunteers.

*Deliverables:*

- Presentations
- Training sign-up sheets
- Volunteer contact list
- Photos

**Task X5: Parent and Community Volunteer Training and Outreach**

The Consultant, in coordination with TAMC staff and grant partners, will reach out to parents, guardians, school staff and faculty, and the community surrounding each school to identify and train volunteers to assist with safe routes to school programs and create safer walking and bicycling environments around schools in the long-term.

*Deliverables:*

- Bilingual information and outreach materials
- Bilingual volunteer training
- Volunteer contact list

**Task X6: Traffic Garden Trainings**

Traffic gardens are scaled-down street networks used to teach traffic safety to children in a safe environment. There are 12 elementary schools across Monterey County with traffic gardens painted on the blacktops and five additional traffic gardens to be installed as part of the upcoming Active Transportation Program grants. The Consultant will work with TAMC staff and grant partners to develop education curriculum and train school staff and/or volunteers to teach traffic safety using the traffic gardens.

*Deliverables:*

- Traffic Garden Training Curriculum and training materials
- On-site training sessions
- Sign-in sheets

**Task X7: Public Events**

Consultant will work with TAMC staff and grant partners to participate in community events across Monterey County. Consultant will hold public bike rodeos and must hold at least one event/year at the San Antonio Park Traffic Garden in King City, a location on the Peninsula, a location in Salinas, and a location in North Monterey County.

*Deliverables:*

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

### **Task X8: Volunteer Crossing Guard Program**

Consultant will work with TAMC staff and school districts to provide crossing guard trainings across Monterey County.

#### *Deliverables:*

- Presentations
- Promotional collateral
- Training sign-up sheets
- Volunteer contact list
- Crossing Guard Program materials
- Photos

### **Task X9: Safe Routes to School Kits**

The Consultant will develop a branded “safe routes to school kits” for schools and volunteers. Design, create and deliver kits for crossing guards, walking school bus and Walk & Roll to School Day programming. Kits and their contents will be consistent with TAMC’s safe routes to school brand design guidelines. Kits may contain items such as crossing guard safety vests, hats, whistles and handheld stops signs, program manuals and outreach templates, banners, brochures, educational swag, and safety incentives.

#### *Deliverables:*

- Develop Kits
- Assemble and Distribute Kits to schools receiving programming under this contract

### **Task X10: Incentives**

The Consultant will develop an annual budget and distribution plan for program incentives to be approved by TAMC staff. Examples of incentives include but are not limited to scooters, skateboards, bicycles, helmets, bike locks, and bike lights. Consultant will follow TAMC’s procurement policy when selecting and purchasing incentives.

#### *Deliverables:*

- Procurement backup documentation
- Annual incentive budget & distribution plan
- Receipts
- Photos of winners with prizes

### **Task X11: Safe Routes to School Website & Social Media**

The Consultant will develop program pages for the Safe Routes to School website including traffic gardens, safe routes to school kits, school carpool and walking school bus. Develop video content for web and social media including videos demonstrating how to use traffic gardens. Webpages will use existing saferoutesmonterey.org Wordpress templates and be consistent with the brand design guide. The webpages will be bilingual, mobile-friendly, and accessible to a wide range of literacy levels.

*Deliverables:*

- SRTS Program Webpages
- Traffic Garden “how to” videos
- Social media content for safe routes to school programming

**X12: Invoicing/Reporting**

The Consultant will provide quarterly invoices and reports complete with a summary of activities including pedestrian and bicycle safety rodeos, parent and community outreach, evaluation analysis, recommended strategies for increased pedestrian and bicycle safety education for each school and pictures of events. The quarterly reports will be submitted electronically to TAMC with invoices.

*Deliverables:*

- Quarterly Invoices and Reports

**ATP C5: Broadway Details**

**Schools:**

- MLK Jr. School of the Arts (Elementary)
- Dual Language Academy (Elementary)

<b>EDUCATION ENCOURAGEMENT CONSULTANT BUDGET (ATP C5: BROADWAY)</b>		
<b>C</b>	<b>SRTS ENGAGEMENT &amp; EDUCATION AT SCHOOLS</b>	<b>\$126,798.14</b>
C9	Support walking school busses	<b>\$32,810.46</b>
C11	Conduct comprehensive pedestrian safety education, including classroom instruction as well as on-foot Walk around the block, provided to all 2nd grade classes at the two designated schools (serving approximately 19 classes)	\$29,037.30
C12	Conduct comprehensive bicycle safety education, including classroom instruction as well as on-bike rodeo, provided to all fifth-grade classes at the two designated schools (serving approximately 16 classes).	\$24,936.00
C13	Provide educational safety trainings to Volunteer crossing guards at the two designated elementary schools.	\$20,014.38
C17	Provide promotional program materials and videos	\$20,000.00
<b>E</b>	<b>SRTS ENGAGEMENT &amp; EDUCATION IN THE COMMUNITY</b>	<b>\$186,410.56</b>
E7	Pilot Family Bicycling training and encouragement programming with low-income families	\$151,694.01
E8	Hold school-community-focused festival providing access to information on transportation safety and vital community resources in a fun, interactive manner. 1/yr for 3 yrs	\$33,056.55
E-OC "Supplies/Materials"	Encouragement event materials and permits	\$1,660.00
<b>TOTAL</b>		<b>\$313,208.70</b>

**ATP C6: Alisal Safe Routes to Schools Details**

**Schools:**

- Alisal Community School (Elementary)

<b>EDUCATION ENCOURAGEMENT CONSULTANT BUDGET (ATP C6: ALISAL)</b>			
	<b>Task</b>	<b>Cost</b>	<b>Deliverables</b>
<b>C</b>	<b>SRTS ENGAGEMENT &amp; EDUCATION</b>		
3	Conduct pedestrian safety presentations for all 2nd grade classrooms	\$24,870.36	Approx. 12 presentations. Log of Presentation Events, Photos, Number of Students Served and Evaluation Activity Results.
4	Conduct pedestrian safety Walk-Around-the-Block for all 2nd grade classrooms		Approx. 12 field trips. Log of Field Trip Events, Photos, Number of Students Served and Evaluation Activity Results.
5	Conduct bicycle safety presentations for all 5th grade classrooms	\$28,545.12	Approx. 12 classes. Log of Presentation Events, Photos, Number of Students Served and Evaluation Activity Results.
6	Conduct bicycle safety rodeos for all 5th grade classrooms		Approx. 12 rodeos. Log of Rodeo Events, Photos, Number of Students Served and Evaluation Activity Results.
	<b>TOTAL</b>	<b>\$53,415.48</b>	



**ATP C6: Harden Parkway Safe Routes to Schools Details**

**Schools:**

- Natividad Elementary School
- Harden Middle School
- North Salinas High School

<b>EDUCATION ENCOURAGEMENT CONSULTANT BUDGET (ATP C6: HARDEN PARKWAY)</b>			
	<b>Task</b>	<b>Cost</b>	<b>Deliverables</b>
<b>C</b>	<b>SRTS OUTREACH &amp; EDUCATION AT SCHOOLS</b>		
4	Conduct pedestrian safety presentations for all 2nd grade classrooms (Approx. 4 classes per school year x 4 years)	\$33,160.48	Approx. 16 presentations. Log of Presentation Events, Photos, Number of Students Served and Evaluation Activity Results.
5	Conduct pedestrian safety Walk-Around-the-Block for all 2nd grade classrooms (Approx. 4 classes per school year x 4 years)		Approx. 16 field trips. Log of Field Trip Events, Photos, Number of Students Served and Evaluation Activity Results.
6	Conduct bicycle safety presentations for all 5th grade classrooms (4 classes per school year x 4 years)	\$38,060.16	Approx. 16 classes. Log of Presentation Events, Photos, Number of Students Served and Evaluation Activity Results.
7	Conduct bicycle safety rodeos for all 5th grade classrooms (Approx. 4 classes per school year x 4 years)		Approx. 16 rodeos. Log of Rodeo Events, Photos, Number of Students Served and Evaluation Activity Results.
8	Conduct bicycle safety assembly presentations for all 6th or 7th grade classrooms (Approx. 8 assemblies per school year x 4 years)	\$69,120.64	Approx. 32 assemblies. Log of Assembly Events, Photos, Number of Students Served and Evaluation Activity Results.
9	Develop and Implement Elementary School Walking School Bus at 1 school for 2 years. Coordinate and plan with school community, draft route maps, create program structure, implement program, recruit volunteers, promote participation, analyze results, and improve program.	\$204,409.16	2 years of Walking School Bus at 1 Elementary School. Program will operate throughout the fall and spring semesters and will run at least 1 route per school once per week.
10	Coordinate and host 2 Family Fun Festivals (1 school for 2 years) - school-community-focused festivals providing access to information on transportation safety and vital community resources in a fun, interactive manner. Stakeholder participants could include County Public Health, local bike shops, health and active transportation advocates and others. Activities to include a bicycle safety rodeo, pedestrian safety	\$24,717.22	2 Events. Log of participating organizations and activities, number of attendees, photos, copy of marketing collateral.

*Ecology Action – Safe Routes to School Education & Encouragement*  
*Approved by TAMC Board on June 26, 2024*

	course, bicycle maintenance, helmet checks and more.		
	<b>TOTAL</b>	<b>\$369,467.66</b>	

**ATP C6: FORTAG (California) Details**

**Schools:**

- Marina Vista Elementary School
- Los Arboles Middle School

<b>EDUCATION ENCOURAGEMENT CONSULTANT BUDGET (ATP C6: FORTAG)</b>			
	<b>Task</b>	<b>Cost</b>	<b>Deliverables</b>
<b>C</b>	<b>SRTS ENGAGEMENT &amp; EDUCATION AT SCHOOLS</b>	<b>\$317,977.14</b>	
3	Conduct pedestrian safety presentations for all 2nd grade classrooms (Approx. 3 classes per school year x 4 years)		Approx. 12 presentations. Log of Presentation Events, Photos, Number of Students Served and Evaluation Activity Results.
4	Conduct pedestrian safety Walk-Around-the-Block for all 2nd grade classrooms (Approx. 3 classes per school year x 4 years)	\$24,870.36	Approx. 12 field trips. Log of Field Trip Events, Photos, Number of Students Served and Evaluation Activity Results.
5	Conduct bicycle safety presentations for all 5th grade classrooms (4 classes per school year x 4 years)		Approx. 16 classes. Log of Presentation Events, Photos, Number of Students Served and Evaluation Activity Results.
6	Conduct bicycle safety rodeos for all 5th grade classrooms (Approx. 4 classes per school year x 4 years)	\$38,060.16	Approx. 16 rodeos. Log of Rodeo Events, Photos, Number of Students Served and Evaluation Activity Results.
7	Conduct bicycle safety assembly presentations for all 6th or 7th grade classrooms (Approx. 3 assemblies per school year x 4 years)	\$25,920.24	Approx. 12 assemblies. Log of Assembly Events, Photos, Number of Students Served and Evaluation Activity Results.
8	Develop and Implement Elementary School Walking School Bus at 1 school for 2 years. Coordinate and plan with school community, draft route maps, create program structure, implement program, recruit volunteers, promote participation, analyze results, and improve program.	\$204,409.16	2 years of Walking School Bus at 1 Elementary Schools. Program will operate throughout the fall and spring semesters and will run at least 1 route per school once per week.

9	Coordinate and host 2 Family Fun Festivals (1 school for 2 years) - Stakeholder participants could include County Public Health, local bike shops, health and active transportation advocates and others. Activities to include a bicycle safety rodeo, pedestrian safety course, bicycle maintenance, helmet checks and more.	\$24,717.22	2 Events. Log of participating organizations and activities, number of attendees, photos, copy of marketing collateral.
<b>D</b>	<b>SRTS ENGAGEMENT &amp; EDUCATION IN THE COMMUNITY</b>	<b>\$88,916.36</b>	
6	Provide parents and community members with Urban Bicycling Presentations, covering the basics of biking, geared to low-income and minority populations.	\$20,998.72	Approx. 8 presentations. Copies of Presentation Schedules, Photos, Number of Attendees, and Evaluation Activity Results.
7	Provide parent and community members with on-bike safety training, geared to low-income and minority populations.	\$16,295.88	Approx. 4 school family-based bicycle rodeos. Number of Attendees, Photos, and Evaluation Activity Results.
8	Provide basic bike maintenance and checklist of bigger maintenance tasks to parents and families of students during a defined event.	\$16,186.48	Approx. 4 school family-based bicycle maintenance events. Number of Attendees/Repairs Completed, Photos, and Evaluation Activity Results.
9	Host fun, family bike ride, geared to low-income and minority parents and families.	\$35,435.28	Approx. 8 school family-based group rides. Number of Attendees, Map of Routes, and Photos.
	<b>TOTAL</b>	<b>\$406,893.50</b>	

**ATP C6: San Antonio Path & Safe Routes to Schools Details**

**Schools:**

- Del Rey Elementary School
- Santa Lucia Elementary School
- Chalone Middle School

<b>EDUCATION ENCOURAGEMENT CONSULTANT BUDGET (ATP C6: SAN ANTONIO PATH)</b>			
	<b>Task</b>	<b>Cost</b>	<b>Deliverables</b>
<b>C</b>	<b>SRTS ENGAGEMENT &amp; EDUCATION AT SCHOOLS</b>	\$340,655.70	
9	Conduct pedestrian safety presentations for all 2nd grade classrooms (Approx. 9 classes per school year x 4 years)		Approx. 36 presentations. Log of Presentation Events, Photos, Number of Students Served and Evaluation Activity Results.
10	Conduct pedestrian safety Walk-Around-the-Block for all 2nd grade classrooms (Approx. 9 classes per school year x 4 years)	\$74,611.08	Approx. 36 field trips. Log of Field Trip Events, Photos, Number of Students Served and Evaluation Activity Results.
11	Conduct bicycle safety presentations for all 5th grade classrooms (9 classes per school year x 4 years)		Approx. 36 classes. Log of Presentation Events, Photos, Number of Students Served and Evaluation Activity Results.
12	Conduct bicycle safety rodeos for all 5th grade classrooms (Approx. 9 classes per school year x 4 years)	\$85,635.36	Approx. 36 rodeos. Log of Rodeo Events, Photos, Number of Students Served and Evaluation Activity Results.
13	Conduct bicycle safety assembly presentations for all 6th or 7th grade classrooms (Approx. 3 assemblies per school year x 4 years)	\$25,920.24	Approx. 12 assemblies. Log of Assembly Events, Photos, Number of Students Served and Evaluation Activity Results.

14	Develop and Implement Elementary School Walking School Bus at 2 school for 1 year. Coordinate and plan with school community, draft route maps, create program structure, implement program, recruit volunteers, promote participation, analyze results, and improve program.	\$102,204.58	1 year of Walking School Bus at 2 Elementary Schools. Program will operate throughout the fall and spring semesters and will run at least 1 route per school once per week.
15	Coordinate and host 4 Family Fun Festivals (2 per school for 2 years) - school-community-focused festivals providing access to information on transportation safety and vital community resources in a fun, interactive manner. Stakeholder participants could include County Public Health, local bike shops, health and active transportation advocates and others. Activities to include a bicycle safety rodeo, pedestrian safety course, bicycle maintenance, helmet checks and more.	\$49,434.44	4 Events. Log of participating organizations and activities, number of attendees, photos, copy of marketing collateral.
C-OC "Equipment)	Vests for walking school bus volunteers (20); Stop signs for walking school bus volunteers (20)	\$700.00	
C-OC "Supplies/Materials"	Food and water for volunteer lunch time meetings (\$10/person; 50 lunches)	\$500.00	
C-OC "Incentives"	Reflective arm bands for walking school bus participants	\$2,100.00	
<b>TOTAL</b>		<b>\$341,105.70</b>	



**EXHIBIT B: Budget**

Measure X Tasks 1 - 12																									
DIRECT LABOR																									
Task #	Classification/Title	Name	Budget Period 1 (2024)			Budget Period 2 (2025)			Budget Period 3 (2026)			Budget Period 4 (2027)			Budget Period 5 (2028)			Budget Period 6 (2029)			Budget Period 7 (2029)			Project Total Hours	Project Total Dollars by staff base rates (does not include benefits and indirect)
			Hours	Hourly Rate (\$/Hr)	Total Budget	Hours	Hourly Rate (\$/Hr)	Total Budget	Hours	Hourly Rate (\$/Hr)	Total Budget	Hours	Hourly Rate (\$/Hr)	Total Budget	Hours	Hourly Rate (\$/Hr)	Total Budget	Hours	Hourly Rate (\$/Hr)	Total Budget	Hours	Hourly Rate (\$/Hr)	Total Budget		
1,2,3,6,7,8,9,11,13	Senior Program Specialist	Leann Leon	558	\$38.78	\$21,640	429	\$40.72	\$17,468	390	\$42.75	\$16,674	388	\$44.89	\$17,418	395	\$47.14	\$18,619	394	\$49.49	\$19,501	411	\$51.97	\$21,380	2965	\$132,700.73
2,3,6,7	Program Coordinator II	Alejandro Callbello-Lopez	581	\$26.90	\$15,629	439	\$28.25	\$12,400	445	\$29.66	\$13,197	435	\$31.14	\$13,546	445	\$32.70	\$14,550	443	\$34.33	\$15,209	384	\$36.05	\$13,843	3172	\$98,373.81
2,3,6,7	Program Coordinator II	Stephanie Lopez	581	\$26.00	\$15,106	439	\$27.30	\$11,985	445	\$28.67	\$12,756	435	\$30.10	\$13,093	445	\$31.60	\$14,063	443	\$33.18	\$14,700	384	\$34.84	\$13,380	3172	\$95,082.50
2,3,4,6,7	Program Coordinator I	Odalis Barajas	581	\$27.90	\$16,210	469	\$29.30	\$13,739	510	\$30.76	\$15,687	500	\$32.30	\$16,149	485	\$33.91	\$16,448	463	\$35.61	\$16,487	384	\$37.39	\$14,357	3392	\$109,077.09
4,6,7,8,10	Program Coordinator	Program Coordinator	6	\$27.00	\$162	143	\$28.35	\$4,054	384	\$29.77	\$11,431	374	\$31.26	\$11,690	374	\$32.82	\$12,274	143	\$34.46	\$4,928	62	\$36.18	\$2,243	1486	\$46,781.69
4,6,7,8,9,10,12	Program Specialist	Program Specialist	55	\$33.85	\$1,862	401	\$35.54	\$14,253	726	\$37.32	\$27,094	726	\$39.19	\$28,449	729	\$41.14	\$29,995	367	\$43.20	\$15,855	0	\$45.36	\$0	3004	\$117,506.89
1,2,3,4,6,7,8,9,12	Director of Operations	Jamie Alonzo	64	\$79.96	\$5,117	70	\$83.96	\$5,877	70	\$88.16	\$6,171	70	\$92.56	\$6,479	67	\$97.19	\$6,512	67	\$102.05	\$6,837	61	\$107.15	\$6,536	469	\$43,530.57
1,2,3,4,6,7,8,9,10,12	Budget and Operations Analyst	Kira Ticus	117	\$50.00	\$5,850	138	\$52.50	\$7,245	139	\$55.13	\$7,662	139	\$57.88	\$8,045	139	\$60.78	\$8,448	140	\$63.81	\$8,934	126	\$67.00	\$8,443	938	\$54,627.21
2,3,4,6	Volunteer Specialist	Marisol Diaz	71	\$34.90	\$2,478	141	\$36.65	\$5,167	146	\$38.48	\$5,618	126	\$40.40	\$5,091	123	\$42.42	\$5,218	100	\$44.54	\$4,454	87	\$46.77	\$4,069	794	\$32,094.02
2,3,4,6,7,8,9,12	Director of Strategic Development	Jeanne LePage	54	\$56.40	\$3,046	64	\$59.22	\$3,790	64	\$62.18	\$3,980	64	\$65.29	\$4,179	61	\$68.55	\$4,182	61	\$71.98	\$4,391	53	\$75.58	\$4,006	421	\$27,572.39
4,5,8,9,11	Creative Director	Sarah Seward	18	\$82.39	\$1,483	22	\$86.51	\$1,903	9.5	\$90.83	\$863	7.5	\$95.38	\$715	3.5	\$100.15	\$351	1	\$105.15	\$105	1	\$110.41	\$110	63	\$5,530.56
5	Director of Marketing Strategy	Tatiana Burdiak	5	\$75.18	\$376	10	\$78.94	\$789	5	\$82.89	\$414	5	\$87.03	\$435	5	\$91.38	\$457	0	\$95.95	\$0	0	\$100.75	\$0	30	\$2,471.78
4,7,9,11	Art Director	Margaret Ireland	13	\$52.50	\$683	21	\$55.13	\$1,158	20	\$57.88	\$1,158	22	\$60.78	\$1,337	17	\$63.81	\$1,085	14	\$67.00	\$938	11	\$70.36	\$774	118	\$7,131.62
11	Senior Digital Marketing Manager	Rachel Peterson	6	\$57.08	\$342	6	\$59.93	\$360	6	\$62.93	\$378	6	\$66.08	\$396	5	\$69.38	\$347	4	\$72.85	\$291	4	\$76.49	\$306	37	\$2,420.41
<b>TOTAL PERSONNEL</b>			<b>2710</b>		<b>\$89,983</b>	<b>2792</b>		<b>\$100,188</b>	<b>3360</b>		<b>\$123,083</b>	<b>3298</b>		<b>\$127,022</b>	<b>3294</b>		<b>\$132,548</b>	<b>2640</b>		<b>\$112,631</b>	<b>1968</b>		<b>\$89,447</b>	<b>20061</b>	<b>\$774,901.28</b>

  

LABOR COSTS			
(a) Subtotal Labor Costs			#####
(b.) TOTAL DIRECT LABOR COSTS			\$774,901
FRINGE BENEFITS			
(c) Fringe Benefits	Rate 36.3%	(d) TOTAL FRINGE BENEFITS (b x c)	\$281,289
INDIRECT COSTS			
(e + f) Overhead Rates (inclusive of General and Administrative Rate)	Rate 86.84%	(g) TOTAL INDIRECT COSTS (d + e + f)	\$1,198,485
OTHER DIRECT COSTS (ODC)	Unit	Cost	
Consultants			\$12,500
Video Production			
Travel/Mileage			
Mileage	39497	.67/mile	\$26,308
Supplies			
Supplies			\$62,836
Other			
Incentives			\$62,971
(p) TOTAL OTHER DIRECT COSTS			\$164,615
<b>TOTAL COST</b>			<b>\$2,138,001</b>



Ecology Action – Safe Routes to School Education & Encouragement  
 Approved by TAMC Board on June 26, 2024

PERSONNEL COST Per Task	Task 1. Project Management & Coordination		Task 2. Pedestrian Safety Education		Task 3. Bike Safety Education		Task 4. Walking School Buses		Task 5. Volunteer Training		Task 6. Traffic Garden Training		Task 7. Public Events		Task 8. Crossing Guard Training		Task 9. Safe Routes to School Kits		Task 10. Incentives		Task 11. SRTS Website and Social Media		Task 12. Invoicing and Reporting		Total Staff Cost (inclusive of fringe and indirect costs)	Total Hours Per Staffer						
	Hours	Total Cost (includes fringe & indirect)	Hours	Total Cost (includes fringe & indirect)	Hours	Total Cost (includes fringe & indirect)	Hours	Total Cost (includes fringe & indirect)	Hours	Total Cost (includes fringe & indirect)	Hours	Total Cost (includes fringe & indirect)	Hours	Total Cost (includes fringe & indirect)	Hours	Total Cost (includes fringe & indirect)	Hours	Total Cost (includes fringe & indirect)	Hours	Total Cost (includes fringe & indirect)	Hours	Total Cost (includes fringe & indirect)	Hours	Total Cost (includes fringe & indirect)								
EA Staff																																
Senior Program Specialist	522	\$60,156	1260	\$141,427	670.4	\$76,492		\$0		\$0	84	\$10,236	17	\$1,679	81	\$9,070	110	\$13,059		\$0		\$0	25	\$2,704	196	\$23,120	\$337,944	2965				
Program Coordinator II		\$0	1760	\$138,219	1127	\$89,290		\$0		\$0	194	\$15,845	91	\$7,166		\$0		\$0		\$0		\$0		\$0		\$0	\$250,520	3172				
Program Coordinator II		\$0	1760	\$143,357	1127	\$92,609		\$0		\$0	194	\$16,434	91	\$7,432		\$0		\$0		\$0		\$0		\$0		\$0	\$259,831	3172				
Program Coordinator I		\$0	1760	\$133,595	1127	\$86,303	220	\$17,943.7		\$0	194	\$15,315	91	\$6,926		\$0		\$0		\$0		\$0		\$0		\$0	\$260,083	3392				
Program Coordinator		\$0		\$0		\$0	1010	\$80,463		\$0	190	\$15,553	200	\$16,205	44	\$3,560		\$0	42	\$3,359		\$0		\$0		\$0	\$119,140	1486				
Program Specialist		\$0		\$0		\$0	1370	\$136,889		\$0	143	\$14,318	248	\$24,558	560	\$55,616	520	\$51,738	68	\$6,596		\$0	95	\$9,529		\$0	\$299,244	3004				
Director of Operations	46	\$10,762	78	\$18,373	267	\$63,023	15	\$3,544		\$0	6	\$1,454	6	\$1,454	6	\$1,454	14	\$3,316		\$0		\$0	31	\$7,475		\$0	\$110,857	469				
Budget and Operations Analyst	44	\$6,581	205	\$30,459	539	\$79,670	24	\$3,539		\$0	16	\$2,387	6	\$909	12	\$1,819	14	\$2,073	14	\$2,073		\$0	64	\$9,603		\$0	\$139,115	938				
Volunteer Specialist		\$0	75	\$7,662	266	\$27,388	40	\$4,123	383	\$39,385	30	\$3,174		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$81,732	794				
Director of Strategic Development		\$0	75	\$12,382	267	\$44,453	5	\$893		\$0	17	\$2,885	6	\$1,026	6	\$1,026	14	\$2,339		\$0		\$0	31	\$5,273		\$0	\$70,216	421				
Creative Director		\$0		\$0		\$0	5	\$1,102	18	\$3,974		\$0		\$0	6	\$1,499	10	\$2,151		\$0	24	\$5,360		\$0		\$0	\$14,084	63				
Director of Marketing Strategy		\$0		\$0		\$0		\$0	30	\$6,295		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$6,295	30				
Art Director		\$0		\$0		\$0	12	\$1,859		\$0		\$0	21	\$3,336		\$0	40	\$6,145		\$0	45	\$6,822		\$0		\$0	\$18,162	118				
Senior Digital Marketing Manager		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	37	\$6,164		\$0		\$0	\$6,164	37				
<b>Total Staff Cost / Task</b>	<b>612</b>	<b>\$77,499</b>	<b>6973</b>	<b>\$625,473</b>	<b>5390.4</b>	<b>\$559,229</b>	<b>2701</b>	<b>\$250,295</b>	<b>431</b>	<b>\$49,653</b>	<b>1068</b>	<b>\$97,600</b>	<b>777</b>	<b>\$70,692</b>	<b>715</b>	<b>\$74,044</b>	<b>722</b>	<b>\$80,821</b>	<b>124</b>	<b>\$12,029</b>	<b>131</b>	<b>\$21,049</b>	<b>417</b>	<b>\$55,000</b>			<b>\$1,973,385</b>	<b>20061</b>				
<b>MATERIALS COST Per Task</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Task 5</b>	<b>Task 6</b>	<b>Task 7</b>	<b>Task 8</b>	<b>Task 9</b>	<b>Task 10</b>	<b>Task 11</b>	<b>Task 12</b>	<b>TOTAL MATERIALS</b>																			
Travel/Mileage	.67/mil	\$501	\$8,175	\$5,250	\$3,300	\$2,625	\$901	\$1,900	\$956	\$1,250			\$26,308																			
Supplies																																
Event Supplies			\$16,352	\$15,521	\$6,405	\$2,722	\$1,499	\$2,408		\$17,929			\$62,836																			
Other Expenses													\$62,971																			
<b>MATERIALS PROJECT COSTS SUBTOTAL</b>	<b>\$501</b>	<b>\$24,527</b>	<b>\$20,771</b>	<b>\$9,705</b>	<b>\$5,347</b>	<b>\$2,400</b>	<b>\$4,308</b>	<b>\$956</b>	<b>\$19,179</b>	<b>\$62,971</b>	<b>\$1,451</b>	<b>\$190</b>	<b>\$152,115</b>																			
<b>CONSULTANT Costs Per Task</b>																																
Website Design Consultant																															\$12,500	
<b>CONSULTANT SUBTOTAL</b>																															\$12,500	
<b>TOTAL PROJECT COST</b>																															\$164,615	
<b>TOTAL PROJECT COSTS/TASK</b>	<b>\$78,000</b>	<b>\$650,000</b>	<b>\$580,000</b>	<b>\$260,000</b>	<b>\$55,000</b>	<b>\$100,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$100,000</b>	<b>\$75,000</b>	<b>\$35,000</b>	<b>\$55,190</b>																				
<b>TOTAL PROJECT COST</b>																																\$2,138,000

**EXHIBIT C: Invoice Cover Page Format**

**[Project Title]**

**[Consultant Firm Name]**

**Invoice #**

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**Invoice Date**

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**Invoice Period**

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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](mailto: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 Consultant or subconsultant needs clarification on an ADA best practices, please contact [ada@tamcmonterey.org](mailto: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.