

TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND COUNTY OF MONTEREY
AGREEMENT FOR PROFESSIONAL SERVICES
RELATED TO SAN ANTONIO PATH & SAFE ROUTES TO SCHOOL PROJECT
APPROVED ON: AUG 28, 2024

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

PURPOSE

The purpose of this Agreement is to set forth the roles and responsibilities of MCHD and TAMC with respect to the implementation of the San Antonio Path & Safe Routes to School Project, hereinafter the “PROJECT.”

RECITALS

WHEREAS, the Active Transportation Program (“ATP”) was created by California Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation;

WHEREAS, in September 2013, the State of California consolidated certain existing federal and state transportation programs into a single, “Active Transportation Program” (SB 99 and AB 101). The Active Transportation Program encourages increased bicycling and walking as a means of transportation, increased safety and travel options for people who aren’t traveling by vehicle, enhances public health with a special emphasis on reducing childhood obesity, and ensures that disadvantaged communities fully benefit from the program;

WHEREAS, since that time, the TAMC, as well as the County of Monterey, by and through its Health Department (“MCHD”), have sought and received grants from the California Department of Transportation (“Caltrans”) and others, in order to implement specific projects and programs geared towards increasing and sustaining active transportation in Monterey County.

WHEREAS, the Legislature of the State of California has enacted legislation by which certain State and federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these state and/or federal-aid funds;

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

WHEREAS, on November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the “Act”), approved the Transportation Safety & Investment Plan Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing

TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax (“Measure X”).

WHEREAS, 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.

WHEREAS, the City of King applied as the applicant and Transportation Agency applied as sub-applicant to the Active Transportation Program for the San Antonio Path & Safe Routes to School Project grant; and

WHEREAS, the PROJECT was awarded Two-Million Two-Hundred Ninety-Four Thousand Six-Hundred Thirty-One Dollars and Forty-Six Cents (\$2,294,631.46) in Active Transportation Grant Program funds for Non-Infrastructure programming; and

WHEREAS, this agreement is contingent upon the City of King executing an agreement with the Transportation Agency for implementing the San Antonio Path & Safe Routes to School Project Non-Infrastructure scope of work in an amount not to exceed \$2,294,631.46; and

WHEREAS, TAMC requires a sub-consultant to deliver the PROJECT and MCHD can provide the needed specialized services; and

WHEREAS, the PROJECT will provide an opportunity to implement Safe Routes to School education and encouragement programs at Del Rey Elementary School, Santa Lucia Elementary School and Chalone Middle School, as further described in the Scope of Work and Schedule, attached hereto and incorporated herein as “Exhibit A”; and

WHEREAS, as described herein and in Exhibit A, TAMC will be responsible for overseeing the PROJECT delivery, coordinating partnership involvement, hiring and managing a consultant, working with students and community members to develop sidewalk art marking safe routes to schools, conducting Walk & Roll to School Day events, developing and installing traffic gardens, managing a community steering committee, and administering the non-infrastructure portion of the grant; and

WHEREAS, as described herein and in Exhibit A, MCHD, will lead the safe routes to school kick-off activities with the school community, piloting a balance bike program, developing an open street event program, conducting walking presentations to seniors, facilitating health in all policies and civic engagement programs, conducting before and after counts for the safety presentations to 3rd and 4th graders, developing and launching a safety campaign for motorists, delivering safety presentations for 3rd and 4th grades for Del Rey and Santa Lucia Elementary Schools, and submitting quarterly invoices and reports to TAMC.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term of Agreement. The term of this Agreement shall begin upon August 28, 2024, contingent upon approval by the TAMC Board of Directors. MCHD shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 32. Unless earlier terminated as provided herein, this Agreement shall remain in force until December 31, 2030, unless extended by amendment of the Agreement. MCHD acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.
2. Payments to MCHD; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to MCHD the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable or services outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the MCHD under this Agreement is set forth in **Exhibit B: Budget and shall not exceed the amount of One-Million Five-Hundred Seventy-Eight Thousand Two-Hundred Eight Dollars and Thirty-One Cents (\$1,578,208.31)**. 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 MCHD. TAMC hereby engages MCHD and MCHD hereby agrees to perform the services set forth in Exhibit A: Scope of Work and Schedule, in conformity with the terms of this Agreement. MCHD will complete all work in accordance with the work schedule set forth in Exhibit A: Scope of Work and Schedule.
 - (a) The brief description for this work is as follows:
 - i. Participate in monthly coordination meetings;
 - ii. Advertise and conduct safe routes to school kick-off activities with school community;
 - iii. Facilitate communications with school staff and identify a school contact/liaison;
 - iv. Collect before and after pedestrian safety education data;
 - v. Conduct pedestrian safety presentations for 3rd and 4th grade classes at two elementary schools;
 - vi. Pilot a balance bike program;
 - vii. Develop an open street event program;
 - viii. Conduct walking presentations to seniors;
 - ix. Facilitate health in all policies and civic engagement programs;
 - x. Develop and launch a safety campaign for motorists;
 - xi. Submit quarterly progress reports and invoices to TAMC; and
 - xii. Take such other actions as may be necessary to fulfill its obligations under the Agreement.

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

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, MCHD shall seek approval from the TAMC Project Manager prior to any adjustment to compensation across work tasks. In the event that TAMC

determines that a change to the Scope of Work and Schedule is required, such changes shall be approved and documented in writing by the TAMC Project Manager.

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

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

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

5. Retention of Funds.

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

6. Termination.

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

may be amended to reflect any reduction in funds. TAMC retains the right to direct MCHD immediately to stop work and to terminate this Agreement for convenience, pursuant to Paragraph 6(a) above, in order to address any reduction of funds.

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

7. Cost Principles and Administrative Requirements.

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

8. Indemnification.

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

9. Insurance.

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

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

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

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

11. Safety Provisions.

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

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

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

13. Retention of Records/Audit.

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

14. Audit Review Procedures.

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

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

16. Confidentiality; Return of Records. Either party and its officers, employees, agents, and subcontractors shall comply with all federal, State and local laws providing for the confidentiality of records and other information. Either party shall not disclose any confidential information received from the other party or prepared in connection with the performance of this Agreement without the express permission of the other party. Either party shall promptly transmit to the other party all requests for disclosure of any such confidential information. Either party shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out its obligations hereunder. When this Agreement expires or terminates, either party shall return to the other party all records, which either party utilized or received from the other party under this Agreement.

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

18. Statement of Compliance/Non-Discrimination.

- (a) MCHD's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that MCHD has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- (b) During the performance of this Agreement, MCHD shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. MCHD

shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. MCHD shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. MCHD shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

liabilities, or losses arising out of, or connected with any use by TAMC of the PROJECT documentation on other projects for additions to the PROJECT, or for the completion of the PROJECT by others, except only such use as many be authorized in writing by MCHD.

22. 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 MCHD in order to carry out this Agreement, shall be protected by MCHD 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 MCHD to further disclose such information, or disseminate the same on any other occasion.
- c) MCHD 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, MCHD's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- d) MCHD shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by TAMC, and receipt of TAMC'S written permission.
- e) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

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

24. Prevailing Wages.

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

Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination found on the DIR website.

25. Equipment, Supplies or Consultant Services Purchases.

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

26. Conflict of Interest.

- (a) MCHD shall disclose any financial, business, or other relationship with TAMC that may have an impact upon the outcome of this Agreement, or any ensuing TAMC construction project. MCHD shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing TAMC construction project, which will follow.

- (b) MCHD hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
 - (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.
27. Governing Laws. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
28. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
29. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
30. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
31. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
32. Contract Administrators. MCHD’s designated principal responsible for administering MCHD’s work under this Agreement shall be Christabelle Oropeza, Program Manager; TAMC’s designated Contract Administrator of this Agreement shall be Todd A. Muck, Executive Director. TAMC’s Project Manager under this Agreement shall be Ariana Green, Principal Transportation Planner.

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

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

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

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

36. Debarment and Suspension Certification.

- (a) MCHD’s signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that the MCHD has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement),” which certifies that MCHD or any person associated with MCHD in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by a 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 MCHD responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

- (c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

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

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

- (a) MCHD certifies to the best of his, her or its knowledge and belief that:
 - i. No State, Federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of MCHD to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the State Legislature or United States Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract; in connection with the making of any State or Federal grant; in connection with the making of any State or Federal loan; in connection with the entering into of any cooperative agreement, and in connection with the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress; or an employee of a Member of Congress, in connection with this contract, grant, loan or cooperative agreement, then MCHD shall complete and submit a Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. MCHD acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for such failure.
- (c) By signing this Agreement, MCHD also agrees that MCHD will require that the language of this certification will be included in all lower-tier subcontracts which

exceed One Hundred Thousand Dollars (\$100,000), and that all recipients of such subcontracts shall certify and disclose accordingly.

39. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
- Exhibit A – Scope of Work and Schedule
 - Exhibit B – Budget
 - Exhibit C – Invoice Cover Sheet Format
40. Entire Agreement. This document, including all exhibits hereto, and the Agreement entered into with EA and Community-Based Organization 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 MCHD execute this Agreement as follows:

TAMC

MCHD

By: _____
Todd Muck
Executive Director

By: _____
Elsa Jimenez
Director of Health

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
TAMC Counsel

By: _____
Chief Deputy County Counsel

Dated: _____

Dated: _____

APPROVED AS TO FISCAL PROVISIONS:

By: _____
Deputy Auditor/Controller

Dated: _____

For TAMC internal use:

Work Element number to be used for the contract: _____ 7106 _____

EXHIBIT A: SCOPE OF WORK & SCHEDULE

| Project Information | |
|-------------------------------------|---------------------------------------------------------------------------------------------------|
| Grant Category | Active Transportation Program |
| Grant Fiscal Year | 2023-24 |
| Project Title | San Antonio Path & Safe Routes to School Project |
| Organization (legal name) | Transportation Agency for Monterey County, City of King, Monterey County Health Department |

Introduction

The San Antonio Path & Safe Routes to School Project is a partnership between the City of King, Transportation Agency for Monterey County, Monterey County Health Department, King City Union Elementary School District and South Monterey County High School District. The purpose of this project is to create safer routes to schools in King City through the construction of a separated path along San Antonio Drive and complete streets design along Broadway Street in front of King City High School and to provide bicycle and pedestrian safety education and encouragement programs to schools and the greater community. All communications and project materials will be in English and in Spanish.

Tasks: Task numbering refers to the “grant 25-R form.

Task PC: Project Management & Coordination

Monterey County Health Department staff (Injury prevention = IP and Planning, Evaluation, and Policy = PEP) will maintain communication with Transportation Agency staff and Every Child: Community-Supported Safe Routes to School grant partners on an on-going basis throughout all phases of the project. MCHD will be expected to attend and participate in monthly partner meetings organized and facilitated by TAMC. This task also includes ongoing tracking of the Health Department scope, schedule and budget; ongoing coordination with consultant team members; and preparing invoices and progress reports summarizing work performed and tasks completed.

Deliverables:

- Ongoing communication with Transportation Agency staff
- Monthly Every Child: Community-Supported SRTS Partner Coordination Meetings (~34 meetings)
- Detailed project schedule

Task A: Project management & Coordination

Project kick-off meeting with partner agencies and subsequent monthly partner coordination meetings.

Deliverables:

- Meeting notes
- Log of meeting and notes

Task B: Safe Routes to School Kick-Off Events

MCHD IP will hold joint kick-off meetings with 2 elementary school principals and partners and identify at least one staff person at the school site to act as SRTS contact. MCHD IP will attend parent meetings to promote project and interest. MCHD IP will select kick off activities and dates with school input. MCHD IP will conduct minimum of 1 SRTS training on SRTS program to school liaisons. MCHD staff will coordinate scheduling directly with school sites and community support groups and keep Transportation Agency staff informed of meetings and communications. TAMC will secure agreements with school superintendents.

Deliverables:

- Contact list and meeting schedule at participating school sites
- Schedule of kick off activities
- Contact list for school staff contacts
- Schedule of school liaison training

Task C: SRTS Outreach and Education at Schools

MCHD IP will work with TAMC and Consultant to create an environment conducive to behavior change by offering families opportunities through several programs that encourage safe walking/biking/scootering part or all the way to school. Presentations to be completed once per year for four years. Location of presentations to be determined through community and/or school engagement. MCHD IP will provide staffing support for walking school bus. MCHD IP will table at Family Fun Festivals. MCHD will order required supplies.

Deliverables:

- Copy of invoices/receipts.

Task C.1: Educational In-Class Pedestrian Safety Presentations (3rd & 4th Graders)

MCHD IP will conduct bilingual in-class presentations to all 3rd and 4th grade classes at the 1 elementary school once a year for four years to educate youth on: the benefits of active transportation, rules of the road, to “stop, look and listen”, choosing safe routes, being visible, being alert, how to navigate intersections, sidewalk safety, and other traffic safety topics. As part of this task, the MCHD will conduct a survey of students to gauge student knowledge prior and post-training, and to assist with the overall program effectiveness evaluation. (7 presentations per year for four years 28 presentations total).

Deliverables:

- Presentation materials
- Schedule of presentations
- Pre-Education Survey
- Report on Pre- and Post-Education Survey Results

Task C.3: Develop Balance Bike Pilot Program

MCHD IP will develop balance bike program, identify locations/delivery method, order required equipment and promotional flyers, information packets. MCHD IP will conduct 5 sessions per kindergarten class of balance bike education (25 sessions/school at two schools is 50 sessions per year for 3 years).

Deliverables:

- List of locations
- Copy of locations and information packets
- Copy of session schedule

Task C.8: Kindergarten and Family Bike Rides

MCHD IP will conduct two kindergarten and family bike ride events (1/year for 4 years).

Deliverables:

- Schedule of bike ride events
- Copy of promotional flyers
- Copy of sign in sheet

Task E: SRTS Engagement and Education in the Community

MCHD IP to encourage participation in safe routes to school activities, physical activity and to engage the community, work with parents and families in their own living environment. Hold presentations, events and share resources at designated low income housing sites such as CHISPA housing.

Deliverables:

- List of locations
- Schedule of presentations
- Schedule of events

Task E.3: Informational Presentations on SRTS

MCHD IP will develop and identify locations for presentations on SRTS, nutrition and physical activity for all ages. (Four presentations/year for four years 16 presentations total).

Deliverables:

- List of locations
- Copy of presentation schedule

Task E.4: Walking or biking activity in community

MCHD IP will develop and promote at least 1 walking or biking activity each year for four years, may be completed virtually as needed. (1 activity per year for four years 4 events total).

Deliverables:

- Copy of flyer and materials
- Schedule of activity
- Location of community activity

Task F: Walking Presentations to Seniors

MCHD IP will prepare bilingual presentation materials and a list of learning objectives for the presentations. Each year MCHD IP will conduct four pedestrian bilingual in-person presentations to seniors in Salinas. These presentations are aimed at increasing physical activity and safety of seniors as they walk to other destinations and to support their engagement in active

transportation. This includes educational presentations, demonstrations, and discussions. Presentation material to include pedestrian safety, fall prevention when using wheelchairs and walkers (including preventative maintenance of this equipment) and nutrition. Some of these deliverables may be completed virtually if needed due to pandemic response efforts. As part of this task, MCHD IP will conduct a survey of seniors to gauge knowledge prior to and after the training, and to assist with the overall program effectiveness evaluation. (Four presentations per year for four years 16 total presentations)

Deliverables:

- Presentation materials
- List of learning objectives
- Pre- and Post-Education Survey
- Report on Pre- and Post-Education Survey Results

Task G: Health in all Policies Civic Engagement

MCHD PEP aims to create local champions for active transportation. To achieve this, MCHD PEP will facilitate two (2) meetings with community partners and residents to discuss the introduction of enLACE, PEP's civic engagement academy, with a focus on active transportation. In addition, two (2) more meetings will be held with school and community organization representatives to establish partnerships and create a list of potential participants. To generate interest and awareness for enLACE, one (1) community event will be organized. The academy itself will consist of eight (8) sessions, and MCHD PEP will hold an additional Health Equity training for key stakeholders to help them better understand how to support community advocates for active transportation needs. After the academy, MCHD PEP will organize a group of five to ten enLACE volunteers to help coordinate a Regional Community Health and Wellness convening, which will include, but not limited to, topics such as civic engagement and active transportation. Lastly, the team will co-facilitate 18 Safe Routes to School Steering Committee meetings with TAMC staff.

Deliverables:

- Community Engagement/Outreach
- Copies of meeting agendas, sign in sheets
- Schedule of meeting, events
- Photos

Task H: Community Open Streets Event

MCHD PEP will work with leading community advocacy organization to develop a first ever community Ciclovía, an open street active transportation event requiring considerable community involvement in the planning. The local model uses youth advocacy groups to lead and plan and implement the event, teaching youth valuable life skills. The health department partners with the community-based organizations to engage with the city and act as a trusted agency liaison for event implementation.

Deliverables:

- Flyers, agendas
- Final route and set date, time of event
- Attendee count, media coverage

Task I: Safety Campaign for Motorists

An educational safety campaign will be launched in collaboration with local businesses to reach and educate Salinas motorists, including truck drivers, on rules of the road to keep

pedestrians, bicyclists, and motorists safe. The goal of the campaign is to reduce aggressive driver behavior in Salinas.

Deliverables:

- Campaign Objectives
- Schedule of meetings
- Copy of asset creations
- Copy of 12 month budget for media placement
- Copy of media schedule

Task J: Reporting

MCHD IP and PEP will provide quarterly reports complete with a summary of activities and pictures of events. The quarterly reports will be submitted electronically to TAMC with invoices.

Deliverables:

- Quarterly Reports
- Supporting documents and photos

ESTIMATED PROJECT SCHEDULE

The project will kick-off in September 2024 and is expected to last approximately 3 years to December 2027. The project schedule is subject to change and may be impacted by the construction portion of the project.

| START | END |
|----------------|---------------|
| September 2024 | December 2027 |

EXHIBIT B: BUDGET

| | ATP 6 San Antonio Path & SRTS MCHD Budget | HEALTH | Deliverables |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------|
| A | PROJECT MANAGEMENT & COORDINATION | \$38,307.44 | |
| 1 | Project kick-off meeting with partner agencies | | Meeting Notes |
| 2 | Monthly Coordination meetings | | Log of Meeting Notes |
| 3 | RFP for NI Consultant Services | | Consultant Contract |
| B | SRTS KICK-OFF | | |
| 1 | Provide grant information and complete start up activities to support the school's and/or community's active participation. | | List of contacts and set meetings. |
| 2 | Attend community meetings and/or school site council meetings, PTA, English Learner Advisory Committee (ELAC), cafecitos in person or virtually, to promote the project, promote interest and seek champions. | | Agenda for meetings and presentation notes on project. |
| 3 | Select SRTS kick-off activities, locations and dates with input from the community, school principal, champions and/or school site council. | | Record of kick-off activities and notes of meeting discussions. |
| 4 | Advertise SRTS kick-off activities to school, parents and community. | | Copies of fliers and press releases from kick-off activities. |
| 5 | Contracts and agreements with community agencies and/or school district and any required vendors. | | Copies of contracts/agreements. |
| C | SRTS ENGAGEMENT & EDUCATION AT SCHOOLS | \$735,693.16 | |
| 1 | Pedestrian Safety Presentations for 3rd and 4th grades in person or virtual (all 3rd and 4th grades for two elementary schools for four years). Support Walking School Bus. | | Schedule of virtual or in person presentations. Approximately 7 classes per school year x 4 years= 28 presentations total. |
| 2 | Bike and Walk to School Events (May & October) (2 events/yr x 2 schools) | | complete events, outreach/promotional collateral, photos |
| 3 | Develop Balance Bike Pilot program activities | | List of program scope. |
| 4 | Identify locations/delivery method for each activity. | | List of locations. |
| 5 | Order required equipment. | | Copies of invoices/receipts. |
| 6 | Develop promotional flyers, information packets | | Copy of information packets. |

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|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7 | Conduct Balance Bike Education for all Kindergarten classes (approximatley 5 sessions per Kindergarten class). 5 Kindergarten classes x 3 years. | | Schedule of sessions/kindergarten class. 25 sessions per school x 2 schools= 50 sessions per year for 3 years. |
| 8 | Conduct two kindergartener and family bike ride events, 1 per year for 4 years. | | Schedule of dates for kindergartener and family bike ride events. |
| 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) | | 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) | | 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) | | 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. | | 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. | | 4 Events. Log of participating organizations and activities, number of attendees, photos, copy of marketing collateral. |
| C-OC "Travel" | \$2,175.00 | \$1,305.00 | |
| C-OC "Equipment) | \$4,800.00 | \$4,100.00 | |

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| C-OC "Supplies/Mat erials" | \$4,900.00 | \$4,400.00 | |
| C-OC "Incentives" | \$2,800.00 | \$700.00 | |
| C-OC Other Direct Costs" | \$114,984.80 | \$114,984.8 0 | |
| D | TRAFFIC GARDEN & SIDEWALK ART | \$0.00 | |
| 1 | <i>Site visit with school administrator and school district facilities manager</i> | | Total of 2 meetings, site maps w/notes and measurements |
| 2 | <i>Draft traffic garden designs (1 per school)</i> | | Copies of draft traffic gardens designs |
| 3 | <i>Review design with school administrator and stakeholders</i> | | Copies of revised traffic garden designs |
| 4 | <i>Finalize traffic garden designs</i> | | Copies of final traffic garden designs |
| 5 | <i>Develop rules and guidelines for using traffic gardens and equipment with school administrators, and project partners</i> | | Copies of rules and guidelines and video on how to use the traffic garden |
| 6 | <i>Stripe and paint traffic garden design on school blacktops</i> | | Copies of flyers, press releases, and social media announcements, photos of completed traffic garden |
| 7 | <i>Coordinate with school communications officer and the County Health Department's enLACE engagement group to announce grand opening of traffic gardens</i> | | Copies of meeting agendas |
| 8 | <i>Call for Artists</i> | | Project description and guidelines; flyer; social media posts; website posts; press release |
| 9 | <i>Review Draft Art submissions</i> | | Written feedback on artwork |
| 10 | <i>Community Selection of Artwork</i> | | Posterboards showing artwork options; online survey |

| | | | |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------------------------------------------------------------------------------------|
| 11 | <i>Finalize Artwork</i> | | Final art/ digitized art files |
| 12 | <i>Install Artwork</i> | | seven(7) sidewalk murals and markings along safe routes to schools |
| 13 | Community Celebration & Artist Recognition | | Program, pictures, press release |
| D-OC "Travel" | | | |
| D-OC "Equipment" | \$18,750.00 | | |
| D-OC "Supplies/Materials" | \$110,920.45 | | |
| D-OC "Incentives" | | | |
| D-OC Other Direct Costs" | \$86,400.00 | | |
| E | SRTS ENGAGEMENT & EDUCATION IN THE COMMUNITY | \$148,073.32 | |
| 1 | Develop program activities, may be completed virtually as needed. | | List program scope. |
| 2 | Identify locations for events or activities. | | List of locations. |
| 3 | Informational presentations (2 minimum per year for four years) on safe routes to school, nutrition and physical activity for all ages. | | Schedule of presentations and copies of materials. 2 presentations x 4 years= 8 presentations total. |

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|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------|
| 4 | Order required equipment. | | Copies of invoices/receipts. |
| 5 | Develop and promote at least 1 walking or biking activity at one community site per year for four years, may be completed virtually as needed. | | Flyer and copies of materials. |
| E-OC "Travel" | | \$2,160.00 | \$1,297.50 |
| E-OC "Equipment" | | | |
| E-OC "Supplies/Materials" | | \$3,860.00 | \$2,200.00 |
| E-OC "Incentives" | | \$1,400.00 | \$1,400.00 |
| E-OC Other Direct Costs" | | | |
| F | WALKING PRESENTATIONS TO SENIORS | | |
| | | \$109,529.14 | |
| 1 | Develop training presentation in English and Spanish, may be completed virtually as needed. | | copy of presentation. |
| 2 | Determine time and location for presentations at each agency/non-profit/group/site, may be completed virtually as needed. | | schedule of presentations. |
| 3 | Complete presentations to senior population. | | sign in sheets. 4 presentations per year x 4 years= 16 presentations total. |
| 4 | Complete pre and post survey for seniors. | | summary of pre and post surveys. |
| F-OC "Travel" | | \$575.00 | \$575.00 |
| F-OC "Equipment" | | | |
| F-OC "Supplies/Materials" | | \$1,800.00 | \$1,800.00 |
| F-OC "Incentives" | | \$840.00 | \$840.00 |
| F-OC Other Direct Costs" | | | |

| | | | |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------|
| G | HEALTH IN ALL POLICIES & CIVIC ENGAGEMENT | \$123,288.63 | |
| 1 | Facilitate 2 meetings with community partners and residents to plan enLACE introduction. | x | Agendas and meeting minutes. |
| 2 | Facilitate 2 Meetings with school and community organization representatives to develop partnership and list of potential participants for enLACE (a civic engagement academy that has strong active transportation components). | x | Meeting agendas. |
| 3 | Organize and execute a community event to introduce and generate community interest and awareness to Community Civic Engagement Academy (enLACE). | x | 1 introduction event. |
| 4 | 1 enLACE Academy, 8 meetings. | x | Sign in sheets, agendas, photos. |
| 5 | Hold 1 Health in All Policy training with key stakeholders to deepen engagement and understanding of how to support community advocates for active transportation needs in community. | x | Sign in sheets, agendas. |
| 6 | Continue work with enLACE alumni to develop a training workshop focused on civic engagement and active transportation. | x | Sign in sheets. |
| 7 | Organize a group of 5 - 10 enLACE volunteers to attend MCHD's Regional Community Health and Wellness Conference to present their local civic engagement and active transportation training workshop. | x | Sign in sheet, agenda, photos. |
| 8 | Safe Routes to School Steering Committee - 18 meetings | | Sign in sheets, agendas. |
| G-OC "Travel" | \$1,508.00 | \$1,508.00 | |
| G-OC "Equipment" | | | |
| G-OC "Supplies/Materials" | \$6,000.00 | \$6,000.00 | |
| G-OC "Incentives" | | | |
| G-OC Other Direct Costs" | | | |
| H | COMMUNITY OPEN STREET EVENT | \$112,732.40 | |

| | | | |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------|
| 1 | <i>Provide local stakeholders at least 1 community engagement training and community conversation around active transportation and the importance of community involvement.</i> | | Training sign-in sheets; workshop evaluation. |
| 2 | <i>Conduct school/community outreach for event support and partner with key stakeholders to establish an open-streets planning committee</i> | | Recruitment of at least five partner organizations and agencies to help implement the open-streets events. |
| 3 | <i>Work with all of city staff to secure all approvals and permits necessary.</i> | | Approved permits and resolutions. |
| 4 | <i>Regularly convene at least 10 open-streets planning committee meetings.</i> | | Meeting sign-in sheets; agendas; lists of committee; tasks/ assignments. |
| 5 | <i>Recruit at least 5 organizations, businesses and community groups to provide free recreation and educational activities for the open streets event.</i> | | List of entities providing recreation and educational activities. |
| 6 | <i>Publicize open-streets event using multiple platforms; television (1 interview/event), radio (1 interview/event), print (1 ad/event), social media (over 10 social media posts per event)</i> | | Press releases, news articles and clips, weekly posts on social media; radio psa's and interviews. |
| 7 | <i>Table at one community event to recruit volunteers for the event.</i> | | Volunteer database consisting of 25 volunteers. |
| 8 | <i>Execute at least 1 open-streets event</i> | | Attendee count; Media coverage; Surveys. |
| 9 | <i>Reconvene the planning committee at least three times after the open-streets event to draft a sustainability plan for continuing these events in King City.</i> | | Sustainability plan |
| H-OC "Travel" | \$870.00 | \$870.00 | |
| H-OC "Equipment" | \$5,325.00 | \$5,325.00 | |
| H-OC "Supplies/Materials" | \$13,600.00 | \$13,600.00 | |
| H-OC "Incentives" | | | |

| | | | |
|--------------------------|-------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H-OC Other Direct Costs" | | \$4,000.00 | \$4,000.00 |
| I | SAFETY CAMPAIGN FOR MOTORISTS | \$288,782.38 | |
| 1 | Ideation and creative direction. | | Review campaign objectives. Develop a theme and creative strategy to share with community members. Develop initial messaging to test with community members. |
| 2 | Community input. | | Facilitate 3 meetings with community stakeholders to develop and test messaging theme and receive community input. Implement feedback in campaign creative. |
| 3 | Asset creation. | | Copy writing refinement and translations so all assets and messaging is in both Spanish and English. Develop brand personality boards to include color theme, photographic assets, key words, and iconography. |
| 4 | Media placement, budget allocations across platforms. | | Allocate budget for placement. Create a 12-month budget allocation calendar. Identify specific media outlets and platforms to be used and allocate financial recourses. Create budget stream and blanket purchase orders for each media platform. |
| 5 | Media plan development and scheduling. | | Working with preferred media outlets that have strength in the areas targeted, develop schedules for placement of media assets that align with habits and lifestyles of the targeted audience. Develop placement schedule spreadsheet and share with all stakeholder, community groups, and elected officials. |
| 6 | Asset deployment. | | Upload and or deliver assets to various media platforms. |
| 7 | Monitor campaign and review campaign data. | | Review and analyze data from analytic tools to include social media stats, Nielsen or TapScan. |

| | | | |
|---------------------------|--------------------------------|-----------------------|-----------------------------------------------------------------------------|
| 8 | Initiate adjustment as needed. | | Make schedule changes if necessary. Make messaging changes if necessary. |
| 9 | Evaluate. | | Meet with internal and external stakeholders to evaluate campaign results. |
| 10 | Renew. | | Renew media assets . |
| I-OC "Travel" | \$612.48 | \$612.48 | |
| I-OC "Equipment" | | | |
| I-OC "Supplies/Materials" | \$1,300.00 | \$1,300.00 | |
| I-OC "Incentives" | | | |
| I-OC Other Direct Costs" | \$203,998.48 | \$203,998.48 | |
| J | REPORTING/INVOICING | \$21,801.84 | |
| 1 | Invoices | | Invoices and back-up documentation |
| 2 | Reporting | | Quarterly reports |
| | TOTAL | \$1,578,208.31 | |

EXHIBIT C: Invoice Cover Page Format

[Project Title]

[Consultant Firm Name]

Invoice #

Invoice Date

Invoice Period

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