

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND UNIVERSITY CORPORATION AT MONTEREY BAY
AGREEMENT FOR PROFESSIONAL SERVICES
For: SUSTAINABLE CITY YEAR: SAFE ROUTES TO SCHOOL PARTNERSHIP
EFFECTIVE: May 26,2021**

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and University Corporation at Monterey Bay, a 501(c)(3) public benefit corporation, hereinafter called "Consultant".

The parties agree as follows:

1. Employment of Consultant. TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A.

(a) The work is generally described as follows:

The Sustainable City Year Program is a partnership in which students and faculty are engaged on projects that address sustainability and livability in collaboration with a regional municipality, in this case the Transportation Agency for Monterey County. This agreement will focus the next five years of California State University Monterey Bay's Sustainable City Year Program on supporting TAMC's Safe Routes to School and complete streets projects, programs and events in jurisdictions across Monterey County. The Sustainable City Year Program enables students from a wide variety of disciplines to contribute to public agency projects as part of their coursework. TAMC's Safe Routes to School Manager will work with the Sustainable City Year Program Administrator to find suitable engagement opportunities for students. The Sustainable City Year Program Administrator will then be responsible for coordinating with CSUMB faculty and staff to design coursework that will involve students in Safe Routes to School projects in meaningful ways. Both the Sustainable City Year Program Administrator and TAMC's Safe Routes to School Manager will meet before the start of each school semester to agree on the classes that will be included in the contract scope of work for the upcoming year and finalize the classes for the upcoming semester for each year of the contract.

TAMC staff will coordinate with faculty, staff and students participating in the Sustainable City Year Program to successfully integrate them into Safe Routes to School projects and share professional expertise in the areas of Transportation Planning and Engineering as needed. TAMC will work with CSUMB to showcase student contributions and support student participation in the Educational Partnerships for Innovation in Communities (EPIC) Conference and other conferences and workshops as opportunities arise.

The first year of the contract will include student support with bicycle, pedestrian and vehicle counts, community engagement and safe routes to school planning, cognitive

psychology research, Geographic Information System (GIS) mapping, education/promotional videos, and traffic garden design. For more details see Exhibit A: Scope of Work and Exhibit B: Budget.

- (b) Consultant represents that Consultant 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) Consultant, 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. Consultant 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) 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 the person 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, or is on schedule; to provide communication of 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.
2. Term of Agreement. The term of this Agreement shall begin upon **August 25, 2021** contingent upon approval by the TAMC Board of Directors, and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 28. Unless earlier terminated as provided herein, this Agreement shall remain in force until June 30, 2026. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.

3. Payments to Consultant; maximum liability. It is mutually understood and agreed by both parties that Consultant shall be compensated under this Agreement in accordance with the Budget set forth in Exhibit B. 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-Hundred Ninety Thousand Dollars (\$390,000)**. If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work) 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.
4. Method of Payment/Allowable Costs and Payment. It is mutually understood and agreed by both parties that Consultant shall be compensated under this Agreement in accordance with the Budget set forth in Exhibit B. Prices and rates of compensation shall remain firm for the initial term of the Agreement. TAMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. Consultant shall not levy any additional fee or surcharge of any kind during the term of this Agreement in the absence of a written amendment to this Agreement. Pricing as per this Agreement is inclusive of all applicable taxes.
5. Task Order Provisions: Work on this contract shall be directed via Task Orders, as follows:
 - (a) Once a specific project to be performed under this Agreement is identified by TAMC and Sustainable City Year Program Manager, the Sustainable City Year Program Manager will prepare a draft Task Order including the cost estimate. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and a budget for each course. The draft Task Order will be delivered to TAMC for review. TAMC shall return the draft Task Order within ten (10) calendar days. After agreement has been reached on the negotiable items and total not-to-exceed cost, a finalized Task Order with the finalized Task Order Budget shall be signed by both TAMC and Consultant.
 - (b) If no agreement on the Task Order is reached within a reasonable amount of time, TAMC may take such other actions as TAMC deems appropriate to accomplish the Task.
 - (c) Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, as designated above in the Method of Payment section, both of which must be based on the labor and other rates set forth in Exhibit B: Budget. A Task Order is of no force or effect until returned to TAMC and signed by an authorized representative of TAMC. No expenditures are authorized on a project or task, and work shall not commence until a Task Order for that project/task has been executed by TAMC.
 - (d) The period of performance for Task Orders shall be in accordance with the dates specified in the Task Order. No Task Order will be written which extends beyond the expiration of this Agreement.

- (e) The total amount payable by TAMC for an individual Task Order shall not exceed the amount agreed to in the Task Order Budget, unless authorized by a written amendment.
 - (f) If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
 - (g) Task Orders may not be used to amend this Agreement and may not exceed the scope of work, or the term, of this Agreement.
 - (h) The total amount payable by TAMC under all Task Orders resulting from this Agreement shall not exceed the amount specified in Section 3 of this Agreement. It is understood and agreed that there is no guarantee, either expressed or implied, that this total dollar amount will be authorized under this Agreement through Task Orders.
6. Invoices and Progress Reports. Progress payments may be made monthly, in arrears, based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in Exhibit A, TAMC shall have the right to delay payment or terminate this Agreement in accordance with Paragraph 6 (Termination). Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by TAMC's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of an applicable Task Order. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal, including the Invoice Cover Sheet Format attached hereto as Exhibit C, and shall reference this Agreement number and project title and Task Order number.

The total amount payable by TAMC resulting from this Agreement shall not exceed the amount of **Three-Hundred Ninety Thousand dollars (\$390,000)**.

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. 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) Termination of this Agreement shall not terminate Consultant's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 7 and 17.

8. Indemnification.

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 subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert 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 subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify TAMC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of TAMC, its officers, agents, and employees. To the extent there is an obligation to indemnify under this Paragraph, 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. 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.

7. 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 (check if applicable):
- Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.
 - Professional liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims made” basis rather than an “occurrence” basis, Consultant shall, upon the expiration or termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the surviving term of Consultant’s obligation to defend, indemnify and hold harmless TAMC as set for in Paragraph 7
 - 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.
- 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.
- 8. 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 subcontractor employing one or more employees, and Consultant shall be responsible for all subcontractors' compliance herewith.
- 9. 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 contract administrator 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.
- 10. Retention of Records/Audit. Consultant 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 for a period of three years after final payment under the Agreement. TAMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of Consultant and its subcontractors related to services provided under this Agreement.
- 11. Inspection of Work. Consultant and any subconsultant shall permit TAMC 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.
- 12. Confidentiality; Return of Records. Consultant 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. 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.

13. 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.
14. 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.
15. 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.
16. 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 Accessibility Best Practices for Documents and Outreach with regard to conducting public outreach, developing outreach materials, and producing public documents and content for the Agency and its website.
17. 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.

18. 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 Contract Administrator, except that, which is expressly identified in the approved Budget/Cost Proposal.
- c) Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by TAMC.
- d) Any substitution of subconsultant(s) must be approved in writing by TAMC's Contract Administrator prior to the start of work by the subconsultant(s).
- e) 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.

19. Ownership of Data. 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.

20. 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, 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.

21. Prevailing Wages. Consultant shall comply with the 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Contract Administrators. Consultant's designated principal responsible for administering Consultant's work under this Agreement shall be set forth in Exhibit A; TAMC's designated administrator of this Agreement shall be Debra L. Hale, Executive Director. TAMC's Project Manager under this Agreement shall be Ariana Green, Senior Transportation Planner. TAMC's Finance Officer is Dave Delfino.

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

To TAMC:	Debra L. Hale	To Consultant:
	Executive Director	
	55-B Plaza Circle	
	Salinas, CA 93901	
Tel:	831-775-0903	Tel:
Fax:	831-775-089	Fax:
Email:	debbie@tamcmonterey.org	Email:

30. 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.

31. 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.
32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
- Exhibit A – Scope of Work and Work Schedule
 - Exhibit B – Budget/Approved Consultant’s Cost Proposal
 - Exhibit C – Invoice Cover Sheet Format
 - Exhibit D - Accessibility Best Practices for Documents and Outreach
33. 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

[CONSULTANT]

By: _____ By: _____
Debra L. Hale Name:
Executive Director Title:

Dated: _____ Dated: _____

By: _____
Name:
Title:

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 (e.g., (1) chairperson of the board, the president or any vice president and (2) the secretary, any assistant secretary, the chief financial officer or any assistant treasurer). 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.

Approved as to form:

TAMC Counsel

Dated: _____

For TAMC internal use:

Work Element number to be used for the contract: _____

EXHIBIT A: Scope of Work and Schedule

Project Title: Sustainable City Year: Safe Routes to School Partnership

Consultant Project Manager: Daniel Fernandez

PROJECT DETAILS:

This agreement will focus the next five years of California State University Monterey Bay's Sustainable City Year Program on supporting TAMC's Safe Routes to School projects, programs and events in jurisdictions across Monterey County. The Sustainable City Year program enables students from a wide variety of disciplines to contribute to public agency projects as part of their coursework.

The first year of the contract will include student support with bicycle, pedestrian and vehicle counts, community engagement and safe routes to school planning, cognitive psychology research, Geographic Information System (GIS) mapping, education/promotional videos, and traffic garden design.

RESPONSIBLE PARTIES:

The Transportation Agency for Monterey County (TAMC) will work with the Sustainable City Year Program Administrator to find suitable engagement opportunities for students. TAMC staff will coordinate with faculty, staff and students participating in the Sustainable City Year program to successfully integrate them into Safe Routes to School and complete streets projects and share professional expertise in the areas of Transportation Planning and Engineering as needed. TAMC will work with CSUMB to showcase student contributions and support student participation in the Educational Partnerships for Innovation in Communities (EPIC) Conference and other conferences and workshops as opportunities arise.

The Sustainable City Year Program Administrator will be responsible for coordinating with CSUMB faculty and staff to develop and implement coursework that will involve students in Safe Routes to School and complete streets projects in meaningful ways. The Administrator will organize student participation in the EPIC Conference and other conferences and workshops and provide the TAMC Safe Routes to School Manager with invoices and progress reports. Participating faculty and staff will be responsible for implementing coursework and managing student interns and projects.

Both the Sustainable City Year Program Administrator and TAMC's Safe Routes to School Manager will meet before the start of each school semester to agree on the classes that will be included in the contract scope of work for the upcoming year and finalize the classes for the upcoming semester for each year of the contract.

OVERALL PARTNERSHIP OBJECTIVES:

- Enhance Safe Routes to School projects, programs and events with the goal of increasing community participation;
- Assist TAMC in identifying Safe Routes to School needs and transportation disadvantaged communities across Monterey County;

- Assist TAMC through data collection and research to measure the impacts of safe routes to school infrastructure and programming and provide data that can be used to secure grant funding;
- Assist TAMC in developing maps and visuals to better communicate with members of the public and/or for use in grant applications;
- Develop educational and promotional videos for the Safe Routes to School program;
- Provide students with real world transportation planning and engineering-related experiences; and
- Provide students opportunities to learn about transportation-related careers and connect with local professionals.

SCOPE OF WORK

1. Coordination

Task 1.1 Project Kick-Off Meeting

- TAMC Safe Routes to School Manager and Sustainable City Year Program Administrator will meet to discuss project expectations including invoicing, reporting, and all other relevant project information. Meeting summary will be documented by TAMC staff.
- Responsible Parties: TAMC and CSUMB

Task 1.2 Admin Coordination

- Monthly check-in meetings with Sustainable City Year Program Administrator and TAMC Safe Routes to School Manager to ensure good communication on upcoming tasks, project progress, schedule and budget. CSUMB staff/faculty participating in the program will be invited to participate in coordination meetings as needed.
- Responsible Parties: TAMC & CSUMB

Task	Deliverable
<i>1.1</i>	<i>Meeting Notes</i>
<i>1.2</i>	<i>Log of Meetings</i>

2. Course Development & Implementation

Task 2.1 Call for Classes

- Sustainable City Year Program Administrator will put out a call across CSUMB for those who would like to participate in the Sustainable City Year: Safe Routes to School Partnership every semester.
- Responsible Parties: TAMC and CSUMB

Task 2.2 Course Development

- CSUMB staff/faculty will work with Sustainable City Year Program Administrator and TAMC Safe Routes to School Manager to develop coursework in line with Safe Routes to School/complete streets needs. Proposals will include a scope of work, budget and schedule.
- Responsible Parties: TAMC & CSUMB

Task 2.3 Course Implementation

- CSUMB staff/faculty will guide and manage students through the agreed upon coursework. Depending on the project, coursework may involve multiple classes of students over multiple semesters.
- The program will allow for paid student internships and contribute to staff and faculty wages.
- TAMC will provide Transportation Planning and Engineering expertise and provide training for activities such as bicycle and pedestrian counts and safe streets demonstrations.
- Students will present work products, reports and findings. Some work products may be used in grant applications to fund Safe Routes to School or complete streets projects.
- TAMC will work with CSUMB to share and highlight student reports/findings.
- Responsible Parties: TAMC & CSUMB

Task	Deliverable
2.1	<i>Email</i>
2.2	<i>Proposals</i>
2.3	<i>Student reports/presentations/work products; press releases; photos</i>

3. Conferences & Workshops

Task 3.1 EPIC Conference

- Sustainable City Year
- Program Administrator and CSUMB faculty/staff will organize student annual participation in the Educational Partnerships for Innovation in Communities (EPIC) Conference. TAMC staff will provide support for conference presentations as needed.
- Responsible Parties: CSUMB and TAMC

Task 3.2 Other Conferences & Workshops

- TAMC and CSUMB will coordinate on other conference and workshop opportunities.
- Responsible Parties: TAMC & CSUMB

Task	Deliverable
3.1	<i>Meeting Notes</i>
3.2	<i>Log of Meetings</i>

4. Supplies & Equipment

Task 4.1 Purchase Supplies & Equipment

- Purchase supplies and equipment necessary to complete agreed-upon coursework. CSUMB and TAMC will agree on the needed supplies and equipment when coursework is finalized before the beginning of each semester.
- Responsible Parties: CSUMB and TAMC

Task	Deliverable
4.1	<i>Supplies and Equipment list/budget for each semester</i>

5. Fiscal Management

Task 5.1: Invoicing

- Prepare quarterly invoices according to the TAMC format, with back up documentation.
- Responsible Parties: Consultant

Task 5.2: Biannual Reports

- Monitor project progress, prepare and submit reports after the conclusion of each semester to TAMC staff providing a summary of project progress and expenditures.
- Responsible Parties: Consultant

Task	Deliverable
5.1	<i>Invoices and back up documentation</i>
5.2	<i>Biannual Reports</i>

Project Schedule (Year 1)

Instructor name	College	Dept	Class Number	Class Title	Semester	Project Ideas
Fernandez	COS	AES	ENSTU 471	Projects for Sustainable City Year Capstone	Fall 2021	Engage students in regular bike/ped/vehicle counts at selected locations; address communications to public/families; address possible routes.
Fernandez	COS	AES	ENSTU 471	Projects for Sustainable City Year Capstone	Spring 2022	Engage students in regular bike/ped/vehicle counts at selected locations; address communications to public/families; address possible routes.
Fernandez	COS	AES	ENSTU 376	Infrastructure Systems	Spring 2022	Address means to make SRS even more safe, interesting and engaging to families through multi-model analysis considerations.
De Miguel	CAHSS	PSY	PSY310	Biopsychology	Fall 2021	Assess the effect of active transportation of physical fitness and cognitive function. Students will provide wearable devices to students to collect data to determine physical fitness and run cognitive tests in a small representative sample.

						Assess the effect of active transportation of physical fitness and cognitive function. Students will provide wearable devices to students to collect data to determine physical fitness and run cognitive tests in a small representative sample.
De Miguel	CAHSS	PSY	PSY310	Biopsychology	Spring 2022	
Dyer-Seymour	CAHSS	PSY	PSY200	Introductory Research Methods	Fall 2021	Evaluate the effect of walking/biking to school on building a sense of community. Students will engage in data collection via surveys and/or via text. Looking into texting apps that allow for such a thing.
Dyer-Seymour	CAHSS	PSY	PSY200	Introductory Research Methods	Spring 2022	Evaluate the effect of walking/biking to school on building a sense of community. Students will engage in data collection via surveys and/or via text. Looking into texting apps that allow for such a thing.
Hoff	CAHSS	CART	CART424	Environmental Media Arts	Summer/Fall/Spring ongoing	Conceiving and executing public facing content to promote and celebrate TAMC and SRS

CSUMB – Sustainable City Year/Safe Routes to School
 Approved on August 25, 2021

Olson	COS	AES	ENVS 332	Intro to GIS/GPS	Fall 2021	Use GIS to analyze transportation routes as part of the Safe Routes to School Program to evaluate their effectiveness and safety.
Galligan	COS	AES	ENVS 332	Intro to GIS/GPS	Fall 2021	Use GIS to analyze transportation routes as part of the Safe Routes to School Program to evaluate their effectiveness and safety.
Lao	CAHSS	SBS	SBS 371	Applications of GIS in Social Sciences and Business	Spring 2022	Use GIS to analyze the efficiency, effectiveness and safety of transportation routes as part of the Safe Routes to School Program.
Attia	COS	ITCD	CST 345	Visual Thinking	Summer/Fall/ Spring 2021- 2022	Assist with the design of the Traffic Garden Project as a part of SRTS at local elementary schools

EXHIBIT B: Budget

OVERALL BUDGET AUG 2021– JUN 2026		
Task #	Task Name	Task Budget
1	Coordination	\$40,000
2	Course Development & Implementation	\$183,800
3	Conferences & Workshops	\$50,000
4	Supplies & Equipment	\$105,000
5	Fiscal Management	\$11,200
	TOTAL	\$390,000

PI: Fernandez					
Sponsor: Transportation Agency of Monterey County (TAMC)					
Title: Sustainable City Year Program TAMC Partnership					
		Rates		Time	
SALARIES & WAGES - STAFF & FACULTY 601000					
Principal Investigator: Dan Fernandez (add'l emp)	\$	76	per hour	250	hours
Jennifer Dyer-Seymour (add'l emp)	\$	72	per hour	28	hours
Zurine de Miguel (add'l emp)	\$	54	per hour	37	hours
Yong Lao (add'l emp)	\$	75	per hour	13.5	hours
Monica Galligan (add'l emp)	\$	41	per hour	25	hours
John Olson (add'l emp)	\$	56	per hour	18	hours
Brent Hoff (add'l emp)	\$	43	per hour	162	hours
Amir Attia (add'l emp)	\$	54	per hour	56.00	hours
Subtotal Salaries & Wages - Staff & Faculty					
SALARIES & WAGES - STUDENTS 601303					
# Undergraduate Student		15	per hour	560	hours
# Graduate Student			per hour		hours
Subtotal Salaries & Wages - Students					
Subtotal Salaries & Wages (Staff & Faculty + Students)					
II. FRINGE BENEFITS 603001-603892					
Fringe benefits (University faculty buy out) @			varies		
Fringe benefits (UCorp full-time employees) @					
Fringe benefits (Ucorp faculty add'l empl., student assistants) @					
Dan Fernandez @ 9.1%			9.1%		
Jennifer Dyer-Seymour @ 9.1%			9.1%		
Zurine de Miguel @ 9.1%			9.1%		
Yong Lao @ 9.1%			9.1%		
Monica Galligan @ 9.1%			9.1%		
John Olson @ 9.1%			9.1%		
Brent Hoff @ 9.1%			9.1%		
Amir Attia @ 9.1%			9.1%		
Student Assistants @ 9.1%			9.1%		
Subtotal Fringe Benefits					

EXHIBIT C: Invoice Cover Page Format

**Sustainable City Year: Safe Routes to School Partnership
 University Corporation at Monterey Bay**

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	Coordination							
2	Course Development & Implementation							
3	Conferences & Workshops							
4	Supplies & Equipment							
5	Fiscal Management							
	TOTAL							

Exhibit D: Accessibility Best Practices for Documents and Outreach

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

Public Outreach Guidance

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

Developing ADA Accessible Documents

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

Web Content Accessibility Guidelines

The Web Content Accessibility Guidance (WCAG) was integrated into Section 508 of the American with Disabilities Act in January 2018 as the industry standard in accessibility. Guidance and Success Criteria from the WCAG are organized into the following four principles:

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

2. Operable
 - Make all functionality available from a keyboard.
 - Give users enough time to read and use content.
 - Do not use content that causes seizures.
 - Help users navigate and find content.
3. Understandable
 - Make text readable and understandable.
 - Make content appear and operate in predictable ways.
 - Help users avoid and correct mistakes.
4. Robust
 - Maximize compatibility with current and future user tools.

A few key aspects that relate to content to be posted onto the Agency 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.