

AGREEMENT AMONG CITY OF SALINAS
AND
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
ECOLOGY ACTION
FOR ALISAL GREENING, BEAUTIFICATION & SAFETY

APPROVED BY THE TAMC BOARD ON: [REDACTED]

APPROVED BY SALINAS CITY COUNCIL ON: [REDACTED]

This agreement is both a project cost reimbursement and collaborative project agreement among, the City of Salinas, hereinafter "CITY", the Transportation Agency for Monterey County, hereinafter "TAMC," and Ecology Action, hereinafter "EA", hereinafter "PARTIES", with respect to the implementation of the "Alisal Beautification, Greening & Safety Project" (hereinafter "PROJECT").

PURPOSE

The purpose of this agreement is to set forth the roles and responsibilities of CITY, TAMC and EA with respect to the implementation of the PROJECT.

RECITALS

WHEREAS, the Clean California Local Grant Program was created to support the California Department of Transportation's ("Caltrans") mission to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces;

WHEREAS, the Clean California Local Grant Program is funded by \$296 million dollars in fiscal year 2021/22 General Fund money;

WHEREAS, the CITY, TAMC, and EA partnered to develop an application to receive Clean California Local Grant Program funds for the PROJECT ;

WHEREAS, the CITY applied as the applicant and TAMC and EA applied as sub-applicants for the grant;

WHEREAS, the PROJECT consists of litter abatement, beautification through planting drought-tolerant vegetation and trees, a bioswale, wayfinding signage, a gateway monument, banners and murals, permeable pavers, sidewalk art highlighting safe routes through the neighborhoods, and education programming to foster a safe, clean, connected, and accessible environment in East

Salinas, as further described in the Scope of Work and Schedule, attached hereto and incorporated herein as “Exhibit A”;

WHEREAS, the PROJECT was awarded \$2,147,958 in Clean California Local Grant Program funds, the CITY is providing \$156,851, and TAMC is providing \$149,955 in matching funds, for a total project budget of \$2,454,809;

WHEREAS, the CITY, TAMC and EA shall perform all duties and obligations described in the PROJECT, subject to the terms and conditions of the approved grant application, attached as Exhibit C: Approved Grant Application; and

WHEREAS, the CITY, TAMC and EA shall perform all services in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State and Local laws, regulations, and ordinances, all applicable Caltrans policies and procedures, and all applicable Caltrans published manuals, including, but not limited to, the Grant Program Guidelines (Exhibit D: Grant Program Guidelines);

THEREFORE, the PARTIES agree as follows:

1. Scope of Work. The CITY, as the Lead Agency, shall enter into a Restricted Grant Agreement with Caltrans upon execution of this contract and administer the grant, including submitting invoices and reports to Caltrans and facilitating coordination meetings between CITY, TAMC, and EA through the life of the PROJECT. The CITY will also lead on the implementation of the infrastructure portion of the grant detailed in Exhibit A: Scope of Work and Schedule.

TAMC will manage the implementation of the non-infrastructure portion of the grant work, including coordinating with EA on the walking school bus and community programming, and contracting with sub-consultants to develop and install sidewalk art and murals. TAMC will compile invoices and reports from EA and other sub-contractors and submit a single quarterly invoice to the CITY for all non-infrastructure work.

EA will keep TAMC and CITY apprised of their program delivery detailed in Exhibit A: Scope of Work and Schedule, and communications with the community and submit timely quarterly invoices and reports to TAMC.

2. Term of Agreement. The term of this Agreement shall begin upon August 9, 2022, contingent upon approval by the TAMC Board and Salinas City Council, and TAMC and EA shall commence work only after a Notice to Proceed has been issued by CITY’s Project Manager specified in Paragraph 34. Per grant requirements, reimbursable work must be completed no later than June 30, 2024, and project closeout and final invoicing to Caltrans must be submitted by

November 1, 2024. Unless earlier terminated as provided herein, this Agreement shall remain in force until December 31, 2024. TAMC acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.

3. Project Cost and Payments. The PROJECT costs shall not exceed the amount of Two-Million Four-Hundred Fifty-Four Thousand Eight-Hundred Nine Dollars (**\$2,454,809**). As the Lead Agency, the CITY will be responsible for invoicing Caltrans to receive grant funding and reimbursing TAMC and EA. Subject to the limitations set forth herein, CITY shall pay to TAMC and EA the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by CITY shall be for a specific deliverable or services outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to TAMC under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of Two-Hundred Fifty-Seven Thousand Two-Hundred Twenty-Four Dollars (\$257,224). The maximum amount payable to EA under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of Three-Hundred Ninety-Two Thousand Five-Hundred Eighty-Five Dollars (\$392,585).
4. PROJECT Manager. CITY designates Maria Contreras as the Alisal Greening, Beautification and Safety Project manager who shall be responsible for the overall administration of the PROJECT covered by this Agreement. Ms. Contreras will also be responsible for the contractual and administrative aspects of the Agreement. CITY shall promptly notify TAMC of any change of PROJECT Manager.
5. Responsible Agency Representatives. TAMC designates Ariana Green as the TAMC Representative responsible for the management of non-infrastructure components of the grant. TAMC shall promptly inform CITY of any change of Representative.
6. Scope of Work Revisions. Any significant changes in the performance of this Agreement as outlined in the PROJECT Scope of Work herein shall be in writing and require mutual authorization by the PROJECT Manager and the TAMC Representative.
7. Payment Provisions and Allowable Costs:
 - (a) The following Standard Payment Provisions apply to all contracts:
 - 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, TAMC shall seek approval from the CITY Project Manager prior to any adjustment to compensation across work tasks. If TAMC determines that a change to the Scope of Work and Schedule is required, such changes shall be approved and documented in writing by the CITY Project Manager.
- iv. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If TAMC fails to submit the required deliverable items according to the schedule set forth in Exhibit A: Scope of Work and Schedule (or task order, as applicable), CITY 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 CITY's Finance Officer, specified in Paragraph 35, at the address contained in Paragraph 36 (Notices). Invoices shall be submitted no later than 45 calendar days after the performance of work for which TAMC is billing. Invoices shall detail the work performed on each milestone or task. TAMC will be reimbursed as promptly as fiscal procedures will permit, upon receipt by CITY's Finance Officer of itemized invoices.
- vi. The final invoice must contain the final cost and all credits due TAMC including any equipment purchased under the provisions of Paragraph 27 (Equipment Purchase) of this Agreement and shall be submitted within 60 calendar days after completion of TAMC's work under this agreement, or a given Task Order, as applicable.
- vii. No additional compensation will be paid to TAMC 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 CITY Project Manager. Changes in the scope of work that would increase compensation must be authorized by an amendment to this Agreement approved by the Salinas City Council.
- 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 3 of this Agreement.
- x. All subcontracts in excess of \$25,000 shall contain the above provisions.

8. Termination. Any of the PARTIES may terminate this Agreement at any time with or without cause, through a written Notice of Termination. Such Notice by one party will result in the termination of this Agreement among all parties. Such Notice will provide not less than forty-five (45) calendar days for CITY to refund to TAMC and EA any remaining funds held for completion of this Agreement which are no longer required to pay consultant work for work performed prior to the date of receipt of the Notice of Termination.

9. Cost Principles and Administrative Requirements

- (a) TAMC 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) TAMC 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 TAMC under this Agreement that are determined by subsequent audit to be unallowable under 2 CFR Part 200 are subject to repayment by TAMC to CITY.
- (d) TAMCs and subconsultants shall maintain accounting systems related to the work to be performed pursuant to this Agreement that conform to Generally Accepted Accounting Principles (GAAP).
- (e) All subcontracts in excess of \$25,000 shall contain the above provisions.

10. Indemnification. Each party shall defend, indemnify, and save harmless each of the other parties against all claims, demands, suits, damages, costs, expenses, losses, or liability, in law or in equity, of every kind and nature whatsoever, arising out of or resulting from the negligent acts or omissions of the indemnifying party (which shall include the indemnifying party's officers, agents, employees or volunteers) in the performance of this agreement.

11. Disputes. In the event of a dispute arising out of the performance of this Agreement, any of the PARTIES shall send a written Notice of Dispute to the other parties. Within five working days of receipt of such notice, the notified parties shall respond and agree to a meeting for the purpose of discussing the dispute and the facts giving rise to the dispute. In the event of a dispute arising out of the performance of this Agreement, the party alleging this dispute shall send a written Notice of Dispute to the other parties. Within five working days of receipt of such notice, the notified parties shall respond and agree to a meeting for the purpose of the dispute if possible. If resolution of the dispute cannot be reached the affected parties may file appropriate litigation within six months thereafter.

12. 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, TAMC, subconsultants, and CITY 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, CITY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of TAMC 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.

13. Non-Discrimination. To the extent provided by law and any applicable agency regulations, this Agreement and any program assisted thereby are subject to the policies against discrimination:

- Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794; and
- The provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat 327, as amended) and the U.S. DOT implementing regulations (49 CFR 27, 37, and 38); and
- The implementing regulations issued pursuant thereto by the California Department of Transportation, the Federal Highway Administration and the Federal Transit Administration; and

- Any assurance of compliance which CITY and TAMC have filed in accordance with any applicable agency regulations

14. 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 CITY is the grantee, TAMC and EA shall comply with all provisions of such grant applicable to TAMC's and EA's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
15. Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.
16. General Provisions and Certifications. CITY, TAMC, and EA certify that it is in compliance with all applicable federal and state laws and regulations.
17. 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.
18. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, e-mail, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery, facsimile transmission, or email-receipt, or on the third day after deposit with the U.S. Postal Service. TAMC shall give CITY prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To TAMC: Todd A. Muck
 Executive Director
 55-B Plaza Circle
 Salinas, CA 93901

Tel: 831-775-0903

Fax: 831-775-0897

Email: todd@tamcmonterey.org

To CITY:

Tel:

Fax:

Email:

19. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – Scope of Work and Schedule

Exhibit B – Budget

Exhibit C – Approved Grant Application

Exhibit D – Grant Program Guidelines

20. 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, CITY and TAMC execute this agreement as follows:

TAMC

[CITY]

By: _____

By: _____

Todd A. Muck
Executive Director

Name:
Title:

Dated: _____

Dated: _____

By: _____

Name:
Title:

Dated: _____

EA

By: _____

Jim Murphy
Executive Director & CEO

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. 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: Alisal Greening, Beautification & Safety Project

CITY Project Manager: Maria Contreras

TAMC Representative: Ariana Green

EA Representative: Jeanne LePage

Scope of Work

Introduction

The Alisal Greening, Beautification, and Safety Project ("Project") will implement 2 plans developed through deep engagement with the Alisal community, one of the most disadvantaged areas in terms of poverty, overcrowding, and crime in Salinas. Proposed improvements include litter abatement, beautification through planting drought-tolerant vegetation and trees, a bioswale, wayfinding signage, a gateway monument, banners and murals, permeable pavers, sidewalk art highlighting safe routes through the neighborhoods, and education programming to foster a safe, clean, connected, and accessible environment. Proposed improvements will be concentrated along the E. Alisal Street corridor, the bustling and vibrant commercial heart of the area with an additional 5 miles of decorated sidewalk routes connecting the corridor to 7 schools, 2 parks and community amenities such as the beloved Breadbox Recreation Center. Murals and sidewalk art will be designed by local and youth artists and will reflect the rich culture of the Alisal community.

The City of Salinas will lead implementation of the infrastructure portion of the project and also administer the grant and reporting to Caltrans.

TAMC will lead implementation of the non-infrastructure portion of the project including contracting with Ecology Action, local artists and other sub-contractors.

Overall Project Objectives

- Beautify public spaces and reduce debris;
- Encourage active transportation to schools, parks and community centers;
- Improve stormwater retention;

- Engage and empower local artists and community members to take a leadership role in the project.

Summary of Project Tasks

Project Management activities must be identified within the task they are occur.

Task A: Youth Pedestrian Safety Education

Conduct pedestrian safety education activities for all 2nd grade classes in the following elementary schools: Sherwood, Los Padres, Fremont and Jesse Sanchez. Conduct pedestrian safety presentations for all 2nd grade classrooms (Approx. 5 classes per school year x 2 years). Can be delivered in live/online format should pandemic protocol mandate. Conduct pedestrian safety Walk-Around-the-Block for all 2nd grade classrooms (Approx. 5 classes per school year x 2 years) Can be delivered in live/online format should pandemic protocol mandate.

Responsible Party: Ecology Action

Task Deliverables
Walk Smart - Approx. 40 presentations. Copies of Presentation Schedules, Photos, Number of Students Served and Evaluation Activity Results.
Walk Smart - Approx. 40 field trips. Copies of Field Trip Schedules, Photos, Number of Students Served and Evaluation Activity Results.

Task B: Walking School Bus and Community Walking Groups

Ecology Action will develop an educational campaign to serve the families and youth of East Alisal. The education effort is multi-pronged and aimed at enhancing public health, cultural connections and familiarizing the public with new public space improvements in the East Alisal region that are included in this application. Campaign includes creating, implementing and developing sustainable plan for walking school buses at 4 of the target elementary schools. The Walking School buses will run for a minimum of six weeks each school year utilizing the ‘safe sidewalk’ routes. For remaining weeks in school year staff will work with local volunteers to create alternative leadership. And

lastly, community education will include a variety of adult focused walking groups. The senior group will focus on walking culturally significant routes and feature senior sharing of memories and local history. Family walking group will include a festival-atmosphere with music and street celebration. Combined, these efforts will draw the community to the public spaces and model safe, healthy practices for using the public streets and parks. This two-year program includes a vigorous marketing component complete with social media, signage and visually engaging print.

Responsible Parties: Ecology Action

Task Deliverables
Establish 6-week WSB+ program at 4 elementary schools for 2 years; goal of serving 50 students per event and 6 events per school per year; goal of serving 1200 students participate per year; sign in sheets; TAMC to purchase barcode scanner equipment/supplies
Run at least 4 community walking events with community members per year for 2 years; sign in sheets

Task C: Safe Routes to School Sidewalk Murals and Markings

TAMC will work with local artists and youth art programs to design seven (7) sidewalk murals and markings to highlight safe routes connecting seven schools to parks and community amenities in East Salinas. Once the designs have been developed, the community will vote to select their favorites to be installed. The project team will work with the selected artist(s) to refine the artwork and make it ready for the design to be translated to thermoplastic markings and murals. After the sidewalk art has been installed, a community celebration will be held to bring attention to the new colorful routes and provide recognition to the artist(s).

Process:

- Form Safe Routes to School Steering Committee made up of local residents, students, school representatives, seniors and advocates.
- Call for Artists

- Review Draft Art Submissions
- Community Selection of artwork
- Finalize Artwork
- Install Artwork
- Community Celebration & Artist recognition

Responsible Party: TAMC, local artists and subcontractors

Task Deliverables
Form Safe Routes to School Steering Committee
Call for Artists - Project description and guidelines; flyer; social media posts; website posts; press release
Review Draft Art Submissions - Written feedback on artwork
Community Selection of Artwork - Posterboards showing artwork options; online survey
Finalize Artwork – Final art/ digitized art files
Install Artwork - seven(7) sidewalk murals and markings along safe routes to schools
Community Celebration & Artist Recognition - Program, pictures, press release

Task D: Project Management & Coordination

The Project Team (City of Salinas, TAMC and Ecology Action) will hold a kick-off meeting and monthly coordination meetings throughout the project to ensure good communication on upcoming tasks, project progress, schedule and budget.

Responsible Parties: City, TAMC and Ecology Action

TAMC will procure services and materials to complete the sidewalk art and murals inline with TAMC and State procurement requirements.

Responsible Parties: TAMC

TAMC will consolidate all invoices and progress reports for non-infrastructure work and then submit to the City for reimbursement.

Responsible Parties: TAMC

Task Deliverables
Project Kick-off and monthly coordination meetings - Meeting notes
Consultant contracts
Consolidated non-infrastructure Invoices and Reports

EXHIBIT B: Budget

Alisal Greening, Beautification & Safety Project (Non-Infrastructure)

Transportation Agency for Monterey County and Ecology Action

Task #	Task Title	TAMC	Ecology Action	Other TAMC sub-contractors	Estimated Total Project Cost*
A	Youth Pedestrian Safety Education	\$0	\$71,388	\$0	\$71,388
B	Walking School Bus and Community Walks	\$0	\$321,197	\$0	\$321,197
C	Safe Routes to School Sidewalk Murals and Markings	\$136,194	\$0	\$96,760	\$232,954
D	Project Management & Coordination	\$24,270	\$0	\$0	\$24,270
Totals		\$160,464	\$392,585	\$96,760	\$649,809

City of Salinas Budget - Infrastructure

Project Milestone	Date	Total Cost
Project Study Report Approved	4-Jul-22	
Permitting Applications Submitted	4-Aug-22	\$5,000
Plans, Specifications, Estimates	31-Aug-22	\$80,000
Receive Permits	31-Aug-22	
Project Art and Branding Completed	31-Dec-22	
Project Bid Opening	31-Dec-22	
Contract Award (for Construction Costs)	1-Feb-23	
Construction Start and Construction Engineering	31-Mar-23	\$172,000
End Construction Phase (Construction Contract Acceptance) MUST BE NO LATER THAN 6/30/2024	30-Jun-23	\$1,548,000
Begin Closeout Phase	31-Jul-23	
End Closeout Phase (Closeout Report) REPORTS AND FINAL INVOICES MUST BE RECEIVED, APPROVED AND PROCESSED BY CALTRANS BY 12/31/24	31-Dec-24	

TOTAL COST	\$1,805,000
------------	-------------

EXHIBIT C: Approved Grant Application

Exhibit D: Grant Program Guidelines