

**AGREEMENT BETWEEN TRANSPORTATION AGENCY FOR MONTEREY
COUNTY AND SANTA CRUZ COUNTY REGIONAL TRANSPORTATION
COMMISSION FOR REGIONAL COORDINATED TRAFFIC COUNTS PROGRAM**

January 3, 2007

This Agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and the Santa Cruz County Regional Transportation Commission, hereinafter called "SCCRTC," is for the purpose of conducting traffic counts in which TAMC will provide an additional Scope of Work as an amendment to the existing contract between SCCRTC and Field Data Services, hereinafter called "Contractor," for collection of traffic counts at locations within Monterey County. This Agreement governs activities proposed under the Scope of Work, as described in Attachment A. A proposed Work Plan and Budget for this project is described in Attachment B.

The parties agree as follows:

1. Scope of the Agreements.

- A. SCCRTC agrees to amend its contract with Contractor to include an additional Scope of Work as described in Attachment A and provided by TAMC that specifies traffic count locations within Monterey County to be collected by Contractor at rates described in Attachment B.
- B. SCCRTC shall administer this program as an extension of its existing contract with Contractor on behalf of TAMC.
- C. TAMC shall administer the collection of any traffic counts within Monterey County by Contractor.

2. SCCRTC Obligations. SCCRTC hereby agrees to:

- A. Pay Contractor for performance of the Scope of Work and Deliverables described in Attachments A and B.
- B. Ensure that Contractor and its sub-contractors carry out tasks listed in Attachment A.
- C. Review and provide direction to Contractor on any revisions or updates to the Scope of Work described in Attachment A that affects the Budget described in Attachment B.
- D. Verify all Contractor invoices prior to reimbursement by TAMC.

3. TAMC Obligations. TAMC hereby agrees to the following:
 - A. Reimburse SCCRTC for all payments made to Contractor in performance of services described in Attachment A in accord with project budget and deliverables in Attachment B.
 - B. Secure revenue sources to fund this traffic counts program.
 - C. Conduct all accounting functions related to the performance of the Scope of Work described in Attachment A.
 - D. Provide oversight and administration of Contractor and its subcontractors to collect traffic counts at locations within Monterey County as described in Attachment A.
 - E. Provide written notification to and consult with SCCRTC on any planned revisions or updates to the Scope of Work described in Attachment A that will affect the Budget described in Attachment B before any action is taken by Contractor relating to the revisions or updates.
 - F. Shall not request or direct on-call Contractor to perform work that will result in a total cost that exceeds the maximum liability described in paragraph 4.A.
4. Payments to SCCRTC. Subject to the limitations set forth herein,
 - A. TAMC shall pay to SCCRTC up to \$40,000 (forty thousand dollars) upon receipt of deliverables listed in Attachment B.
 - B. Adjustments to the amount can be made through an amendment to this Agreement that is signed by TAMC and SCCRTC.
 - C. TAMC shall remit payments to SCCRTC no later than 30 (thirty) days after receipt of invoice.
5. Terms of Agreement.
 - A. This Agreement can be extended or amended at any time by mutual written agreement of the Authorized Representatives specified in Section 10 of this Agreement.
 - B. The term of this Agreement shall begin upon execution hereof by TAMC and SCCRTC, and shall remain in force until December 31, 2007, unless extended by mutual consent of both parties.
 - C. Either party hereto may terminate this Agreement at any time by giving 90 days written notice to the other party. Upon termination of this Agreement, the rights and obligations of the parties which by their nature survive termination of the services covered by this Agreement shall remain in full force and effect after termination.

D. If the program budget as described in Attachment B expires or changes before the expiration of this agreement, TAMC and SCCRTC will revisit this agreement to determine if an extension, amendment, or termination of this Agreement is necessary under the terms specified in Section 5 of this agreement.

6. Hold Harmless Agreement from TAMC to SCCRTC.

In the performance of this Agreement, TAMC shall indemnify, keep and save harmless SCCRTC, its officers, agents, volunteers, and employees against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by TAMC, arising out of a negligent or intentional act or omission of TAMC or its officers, employees, or agents and TAMC shall, at its own expense, pay all charges of attorneys and all costs other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against SCCRTC or any of its officers, agents, volunteers, or employees in any such action, TAMC shall at its own expense, satisfy and discharge the same.

7. Hold Harmless Agreement from SCCRTC to TAMC.

In the performance of this Agreement, SCCRTC shall indemnify, keep and save harmless TAMC, its officers, agents, volunteers, and employees against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by SCCRTC, arising out of a negligent or intentional act or omission of SCCRTC or its officers, employees, or agents and SCCRTC shall, at its own expense, pay all charges of attorneys and all costs other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against TAMC or any of its officers, agents, volunteers, or employees in any such action, SCCRTC shall at its own expense, satisfy and discharge the same.

8. Force Majeure.

This Agreement may be suspended upon written notification of one party to the other when cause beyond the control and without the fault or negligence of the party giving notice irrevocably disrupt or render impossible that party's performance of this Agreement.

9. Audit and Records.

Each party to this Agreement shall maintain books, accounts, records and data related to this Agreement in accordance with federal and/or state requirements and shall maintain those books, accounts, records and data for three (3) years after termination of this Agreement. For the duration of the Agreement, and for a period of three (3) years thereafter, either party's representatives and representatives of the California Department of Transportation, the Auditor General of the State of California shall have the right to examine these books, accounts, records, data, and other information

relevant to this Agreement for the purpose of auditing and verifying statements, invoices, bills, and revenues pursuant to this Agreement.

10. Notice.

A. Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

i. TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Debra L. Hale
Executive Director
55B Plaza Circle
Salinas, California 93901

ii. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

George Dondero
Executive Director
1523 Pacific Avenue
Santa Cruz, California 95060

11. Exhibits. The following Attachments are hereto incorporated by reference:

A. Attachment A -- Scope of Work

B. Attachment B -- Proposed Budget and Work Plan

IN WITNESS WHEREOF, TAMC and SCCRTC execute this agreement as follows:

TAMC

SCCRTC

By _____
Debra L. Hale
Executive Director

By _____
George Dondero
Executive Director

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

TAMC Counsel

SCCRTC Counsel

Dated: _____

Dated: _____

Attachment A – Scope of Work
FY 2007 Regional Coordinated Traffic Counts Program

Tasks to be performed by Contractor:

In addition to the counts for SCCRTC delineated in SCCRTC's existing contract with Field Data Services:

- Bi-directional traffic volume counts of two-day duration (Tuesday, Wednesday, and /or Thursday), recorded at hourly intervals, midnight to midnight, at locations and according to the schedule provided by TAMC, or as requested by TAMC staff.
- Bi-directional traffic volume counts with vehicle type classification of two-day duration (Tuesday, Wednesday, and /or Thursday), recorded at hourly intervals, midnight to midnight, at locations and according to the schedule provided by TAMC, or as requested by TAMC staff.
- Bi-directional seven-day counts recorded at fifteen-minute intervals, inclusive of five full weekday counts and one full weekend count, at locations and during months according to the schedule provided by TAMC, or as requested by TAMC staff.
- Bi-directional seven-day counts with vehicle type classification recorded at fifteen-minute intervals, inclusive of five full weekday counts and one full weekend count, at locations and during months according to the schedule provided by TAMC, or as requested by TAMC staff.

Method of reporting monitoring results to staff:

- Data to be transferred concurrently to SCCRTC and TAMC electronically, in easily readable format, with counts summarized in either hourly or quarter-hourly figures.
- Data to be reported on a quarterly basis and provided to TAMC staff no later than one week after the end of each three-month period. Any deviations in the traffic monitoring scheduled in Monterey County must receive prior approval from TAMC staff.
- Results should be consistent and accurate, subject to staff verification. Any situations that might result in invalid counts, such as detours and construction activities, should be immediately reported to TAMC for the purpose of rescheduling the monitoring tasks. For traffic counts scheduled in Monterey County, TAMC will decide if circumstances warrant alterations of the existing traffic monitoring schedule.

Tasks to be performed by TAMC and SCCRTC:

- Verify accuracy of counts collected by Field Data Services in their respective jurisdictions prior to paying invoices.

Attachment B – Program Budget
FY 2007 Regional Coordinated Traffic Counts Program

TAMC's payment will be applied directly to compensate the contractor for the cost of collecting traffic volume counts in Monterey County. The following rates for Average Daily Traffic (ADT) counts are in effect until June 30, 2006, the end of SCCRTC's contract with Field Data Services:

2-day ADT	\$ 69
2-day ADT w/ classification	\$150
2-day ADT on State highways	\$ 79
2-day on/off-ramp counts	\$ 69
7-day ADT	\$214
7-day ADT w/ classification	\$350
14-day ADT	\$375
14-day ADT w/ classification	\$550

The Transportation Agency will be conducting its traffic counts program during February/March (Peak) and August (Off-Peak) beginning in 2007.