

CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT
Active Transportation Plan Development
Ecology Action

THIS AGREEMENT is entered into on August 28, 2025, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Ecology Action, hereinafter called "Consultant".

WHEREAS, City desires certain services described in Appendix One and Consultant is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Consultant for the consideration and upon the terms and conditions hereinafter specified agree as follows:

SECTION 1
Scope of Services

The services to be performed under this Agreement are for economic consulting services and further detailed in Appendix One.

SECTION 2
Duties of Consultant

All work performed by Consultant, or under its direction, shall be sufficient to satisfy the City's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession.

Consultant shall not undertake any work beyond the scope of work set forth in Appendix One unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, nevertheless, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Community Development Director, called "Director," or other City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

SECTION 3
Duties of the City

City shall make available to Consultant all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary.

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. The work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4 Fees and Payment

Payment for the Consultant's services shall be made upon a schedule and within the limit, or limits shown, upon Appendix Two. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in carrying out the work. If Consultant is compensated on an hourly basis, Consultant shall track the number of hours Consultant, and each of Consultant's employees, has worked under this Agreement during each fiscal year (July 1 through June 30) and Consultant shall immediately notify City if the number of hours worked during any fiscal year by any of Consultant's employees reaches 900 hours. In addition, each invoice submitted by Consultant to City shall specify the number of hours to date Consultant, and each of Consultant's employees, has worked under this Agreement during the current fiscal year.

SECTION 5 Changes in Work

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Consultant's services. No changes in the Scope of Work as described in Appendix One shall be made without the City's written approval. Any change requiring compensation in excess of the sum specified in Appendix Two shall be approved in advance in writing by the City.

SECTION 6 Time of Beginning and Schedule for Completion

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date Consultant completes the services required by this Agreement, as agreed by the City; or
- The date either party terminates the Agreement as provided below.

Work shall begin on or about August 26, 2019.

In the event that major changes are ordered or Consultant is delayed in performance of its services by circumstances beyond its control, the City will grant Consultant a reasonable adjustment in the schedule for completion provided that to do so would not frustrate the City's objective for entering into this Agreement. Consultant must submit all claims for adjustments to City within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION 7 Termination

City shall have the right to terminate this Agreement at any time upon giving ten days written notice to Consultant. Consultant may terminate this Agreement upon written notice to City should the City fail to fulfill its duties as set forth in this Agreement. In the event of termination, City shall pay the Consultant for all services performed and accepted under this Agreement up to the date of termination.

SECTION 8 Insurance

Consultant shall procure and maintain for the duration of the contract and for **1** years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California, and Employer's Liability Insurance.
4. Professional (Errors and Omissions) Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
(including operations,
products and completed
operations) | \$1,000,000 per occurrence and \$2,000,000 in
aggregate (including operations, for bodily injury,
personal and property damage. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and
property damage. |
| 3. Employer's Liability Insurance | \$1,000,000 per accident for bodily injury and
property damage. |
| 4. Errors and Omissions
Liability:
Limits | \$1,000,000 per claim and \$2,000,000 in the
aggregate. |

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Capitola** for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 9 Indemnification

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the City. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8. and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, Consultant's employees, agents or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

SECTION 10

Civil Rights Compliance/Equal Opportunity Assurance

Every supplier of materials and services and all consultants doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, consultant shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Consultant agrees to abide by all of the foregoing statutes and regulations.

SECTION 11

Legal Action/Attorneys' Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

SECTION 12

Assignment

This Agreement shall not be assigned without first obtaining the express written consent of the Director after approval of the City Council.

SECTION 13

Amendments

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Appendix Two. Such

authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Appendix Two.

SECTION 14 Miscellaneous Provisions

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.
2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. *Licensure.* Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.
4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.
6. *Consultant's Records.* Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.
7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose.
8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.
9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY
CITY OF CAPITOLA
420 Capitola Avenue
Capitola, CA 95010
831-475-7300

CONSULTANT
ECOLOGY ACTION
877 Cedar Street, Ste. 240
Santa Cruz, CA 95060
831-426-5925

By: _____ By: _____
Benjamin Goldstein, City Manager

Dated: _____ Dated: _____

Approved as to Form:

Samantha Zutler, City Attorney

APPENDIX ONE
Scope of Services

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive
Grant Fiscal Year	FY 2025-26
Project Title	Capitola Active Transportation Plan
Organization (Legal name)	City of Capitola

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

The City of Capitola is a quaint seaside village community (1.6 square miles) located along Monterey Bay in Santa Cruz County. Capitola was originally founded in 1869 as California's first beach resort. Incorporated as a city in 1949, the Village area and its beach remain popular with visitors, drawing approximately 350,000 visits annually. Only 35 miles from San Jose and two hours by car from San Francisco, this modest City hosts the Begonia Festival, the Art and Wine Festival, and other celebrations bringing tourists from all over California.

The population in Capitola swells during the summer season and at other key times as visitors come in great numbers. The population year-round is predominantly renters (52%), and 31% of residents are seniors. According to the 2020 census, Capitola has a population of 9,938. The renter occupied rate of housing is higher than the state average. According to the 2015-2019 Comprehensive Housing Affordability Strategy (CHAS) data, generated for the city from the U.S. Department of Housing and Urban Development (HUD), approximately 2,405 low to extremely low-income households reside in Capitola. This means that 54% of households earn up to 80% of the Area Median Income (AMI) for Santa Cruz County, with many earning significantly less.

The number of vulnerable road users is increasing in the city. While most age groups declined between 2010 and 2020, the number of city residents aged 5 to 9 doubled and residents aged 65 to 74 increased by almost 200%. As reported in the 2016-2020 ACS 5-Year Estimates, 1,448 City residents, or 31% of the total population, were 65 years or older. According to the California Office of Traffic Safety, the City of Capitola ranked 5th, 1st, and 2nd worst in the past three years for cities of similar size for injuries and death for pedestrians aged 65 and over.

The City aims to proactively improve safety for all road users by planning for increased multi-modal activity and ensuring public infrastructure supports safe walking and biking in every neighborhood.

As a consequence of the City's pedestrian crash history and mobility needs, Capitola is seeking to create its first ever Active Transportation Plan. The Plan will address connections across all of Capitola, including key corridors that link neighborhoods to major community destinations such as senior housing, schools, parks, shopping centers, community center, library, and senior center. The Village presents unique circulation constraints due to its geography and high levels of pedestrian activity. It also accommodates small freight deliveries, critical emergency services such as police and fire and seasonal visitor activity. Soquel Creek bisects the city, with residential and commercial areas on both sides and limited bridge crossings, creating challenges for connectivity throughout Capitola. Additionally, as a coastal community, Capitola faces increasing climate-related challenges, such as sea-level rise, flooding, and extreme weather events. These impacts exacerbate mobility issues and underscore the need for climate-resilient infrastructure citywide.

Historically, vehicle infrastructure has taken precedence over bicycle and pedestrian facilities, conflicting with current city, regional, and state goals and priorities. Undertaking an Active Transportation Plan will empower the city to move forward with cutting-edge designs and best practices, creating dedicated, safe, and attractive pedestrian and bicycle facilities across Capitola.

In the most recent Housing Element update assignments, Capitola was directed to construct an additional 1,336 units, including a total of 430 low income units. This housing development will occur citywide. The anticipated 25 percent increase in residential units and their location in relation to bike/pedestrian facilities and resources will necessitate improved connections to be in place. This increase highlights the urgency of developing an Active Transportation Plan as soon as possible.

The current Bicycle Plan is outdated, and there is no city Pedestrian Plan. Efforts are already being made across the city to study and redesign key corridors with a Vision Zero and Complete Streets lens including Cliff Drive, Bay Avenue, Stockton Street, and 41st Avenue. Two major corridor studies in particular will be incorporated into the proposed Plan: Bay Avenue (to be completed in 2025) and the 41st Avenue Corridor Plan (to begin in early 2025).

The Active Transportation Plan will connect the bike/ped network to key community destinations and align with regional improvements that serve Capitola residents. The Capitola Avenue Highway 1 overcrossing with new bike lanes and sidewalks will, when completed in late 2026, improve access and support increased active transportation use throughout the city. The Active Transportation Plan will cohesively link the Village and all Capitola neighborhoods, establishing clear goals and standards for safety, mobility, and prioritization of bicycle and pedestrian facilities. As other corridor studies and projects progress, the city can align their outcomes with the Active Transportation Plan, adapting and expanding its scope as needed to maintain and improve facilities.

Strengthening these connections in a safe and accessible way will help to create mode shift to more sustainable and healthy options, improving mobility and quality of life. To develop recommendations, the Plan will analyze safety data, inventory bicycle and pedestrian infrastructure, identify gaps, and consider best practice solutions for the different types of streets in the Plan area. Community engagement is a key component involving schools, lower-income neighborhoods, and residents with limited English proficiency to both understand the community's needs and to vet recommendations catered to each street and corridor.

Delaying the Plan will widen the gap between city transportation goals and the needs of residents and visitors and would not adequately address our high senior pedestrian crash rates. It would also limit preparation for connections to important new regional facilities currently in development within the city and beyond. Beginning the Plan now is critical to establishing a strong foundation for Capitola's transportation planning and ensuring long-term cohesion, safety, and accessibility.

Project Stakeholders

The City of Capitola will oversee the project at every stage to ensure alignment with City planning documents and policies. The City will ensure Council acceptance of the Plan and wide distribution through City channels. Ecology Action will lead the grant administration, research, public outreach, and plan development.

A Technical Advisory Committee representing a diverse pool of entities will be engaged including Capitola Public Works and Community Development Departments, Santa Cruz Metro (Transit District), Santa Cruz County Public Health Department, Caltrans District 5, Soquel Union Elementary and Santa Cruz City High School Districts, local bicycle and pedestrian advocacy organizations such as Bike Santa Cruz County and Mission: Pedestrian, and the Santa Cruz County Regional Transportation Commission (SCRTC)

A focus group will be formed to represent under-resourced and disadvantaged communities, including residents of Pacific Cove Mobile Home Park, Bay Avenue Senior Apartments, and

apartment complexes along Capitola Road and 41st Avenue. The group will also include Spanish-speaking residents and people with limited English proficiency, low-income households as defined by AB 1550, and households without access to a personal vehicle. Ecology Action will partner with organizations such as Community Bridges, Santa Cruz Community Health, and local school family resource centers to identify and engage participants.

Additional stakeholders include biking and walking advocates, business representatives, seniors, people who are unhoused, people with disabilities, the Bicycle Advisory Committee and the Elderly & Disabled Transportation Advisory Committee.

Overall Project Objectives

- Create visionary projects with broad public support to transform citywide, encompassing residential, commercial, and coastal areas. Align strategies with Capitola's General Plan, Local Coastal Program, Regional Transportation Plan, Caltrans District 5 Active Transportation Plan, and California Climate Action Plan for Transportation Infrastructure (CAPTI).
- Inventory current bike and walking facilities in the City and assess the implementation of the recommendations of the 2011 Bicycle Plan
- Identify a network of pedestrian and bicycle routes that provide access to key destinations.
- Develop visionary concept plans for key routes building on data collected from previous public outreach efforts.
- Describe existing education and encouragement programs related to active transportation, schools' access, and transportation demand management.
- Coordinate with all relevant partners to optimize transit connections for new and existing developments .
- Identify bicycle and pedestrian safety and connectivity improvements by assessing barriers, gaps, unsafe conditions, and conditions uncomfortable for all ages and skill levels .
- Utilize community-centered engagement strategies with a social justice lens to ensure inclusiveness and appropriate solutions .
- Incorporate climate resilience design strategies to reduce vehicle miles traveled and greenhouse gas emissions, and address major weather events, sea level rise, and flooding.
- Use a Vision Zero, Safe Systems, and Complete Streets approach in making project recommendations that significantly improve the local active transportation network
- Make prioritized project, policy, program, and maintenance recommendations including an approach to achieving funding and implementation.

Summary of Project Tasks

Task 0-1: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Budget for this task cannot exceed 5% of the grant award amount.

Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Fiscal Administration

- Submit complete invoice packages to Caltrans District staff based on milestone completion—at least quarterly, but no more frequently than monthly.
- Responsible Party: City of Capitola and Ecology Action

Quarterly Reports

- Monitor project progress and prepare and submit quarterly reports to Caltrans District

- staff providing a summary of project progress and grant/local match expenditures.
- Responsible Party: City of Capitola and Ecology Action

Kickoff Meeting

- Caltrans, City and Ecology Action kickoff meeting at the beginning of the project to coordinate and review scope, schedule, and budget

Responsible Party: City of Capitola and Ecology Action

Task Deliverables
Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports.

Task 0-2: Consultant Procurement

Grantee will procure a consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee. Project will utilize a competitive RFP process to secure a consultant familiar with active transportation.

- Carry out a competitive RFP process.
- Use an evaluation team to review proposals and conduct interviews
- Execute contract with the highest-ranking consultant

Responsible Party: City of Capitola and Ecology Action

Task Deliverables
Copy of the Request for Proposal/Qualifications, copy of the contract between consultant and grantee.

Task 1: Existing Conditions

Literature review

- Review the City's existing Bicycle Plan, General Plan, Climate Action Plan, Local Coastal Program, and other relevant local plans
- Review the County of Santa Cruz Active Transportation Plan, whose jurisdiction surrounds and connects to Capitola streets
- Review regional and state plans including the Caltrans District 5 Active Transportation Plan, the Santa Cruz County Regional Transportation Commission (SCC RTC) Regional Transportation Plan, State Bike and Pedestrian Plan, and California State Transportation Agency (CalSTA) Climate Action Plan for Transportation Infrastructure (CAPTI)

Inventory facilities

- Assess progress of the 2011 Bicycle Plan, Local Coastal Program, and Climate Action Plan
- Inventory all project area bike and pedestrian facilities and nearby regional bike and transit facilities
- Identify quality, maintenance condition, and accessibility of facilities. Where applicable, assess seasonal variations in usage and maintenance needs, particularly during peak summer months.

Data collection

- Describe existing education, encouragement, and transportation demand management programs related to active transportation
- Compile detailed bicycle and pedestrian collision data, including factors, street type, and location
- Compile mode share data and determine whether there is need for further surveying or counts, with specific attention to capturing variations during the summer season, when the City experiences significant population increases

Responsible Party: City and Consultant

Task Deliverables
<ul style="list-style-type: none">• List of documents reviewed• Map of existing active transportation facilities, facilities in development• Map of safety data• Summary of current physical and collision conditions• List of data needs

Task 2: Analysis of Data

- Map important community destinations and necessary travel patterns, especially for underserved and/or vulnerable community travelers
- Determine physical barriers, gaps, and needs for various travelers of all ages, skill levels, and abilities bicyclists, mobility device users, and pedestrians.
- Analyze collision data for patterns related to factors, street type, and street condition.
- Conduct a Level of Traffic Stress (LTS) analysis to assess perceived and actual comfort for users of varying confidence levels, with specific attention to seniors and school-age youth.
- Relate mode share to physical conditions and non-infrastructure factors, where applicable

Responsible Party: Consultant

Task Deliverables
<ul style="list-style-type: none">• Summary of patterns and mode share• Summary of safety conditions• Summary or map of barriers/gaps• Summary of mobility and access conditions• Project and Program Recommendations with scoring and planning level cost estimates

Task 3: Public Outreach

Convene focus groups to engage community representatives

- Facilitate focus groups that representing diverse interests such as pedestrians, bicyclists, elderly and disabled individuals, environmental advocates, youth, health organizations, business, and neighborhood groups. Meetings will be organized in partnership with community organizations and align with existing meetings or gathering places where possible. These sessions will focus on identifying current barriers to active transportation and gathering recommendations for meaningful education and encouragement

programs to enable walking and biking comfortably for all ages and abilities, increasing trips.

- Hold 1-2 meetings for each focus group at key milestones of project including identifying active transportation needs and draft project recommendations.
- Review and analyze comments from the focus groups to help determine the active transportation needs, the project list, priority order, and provide input on the draft Plan.
- Responsible Party: City and Ecology Action

Convene public workshops and other in-person outreach

- Convene a minimum of two public meetings bringing residents of the community together to provide input at key milestones of the project. Host meetings at convenient locations for residents throughout the City, ensuring accessibility via multimodal transportation and online platforms to maximize participation. Meetings will be held on days and times that will provide the greatest level of participation.
- Table at community destinations or during community events, where possible
- Translate materials into Spanish and provide a translator for non-English-speaking participants.
- Key milestones of project include development of project list by identifying active transportation needs and draft Plan.
- Responsible Parties: City and Ecology Action

Create Plan Outreach website

- Create a web interface to inform the public about the Plan development process, objectives, and opportunities for providing input.
- Responsible Party: Ecology Action

Provide Regular Project Updates

- Share regular project updates and meeting notices through social media posts, website updates, press releases, email notifications to distribution lists, and school communications.
- The project webpage will be updated regularly to show progress on the Plan, next steps, and ways to provide input
- Responsible Party: City and Ecology Action

Review, analyze, and incorporate public comments

- Review, categorize, and analyze public comments from community event tabling, public meetings, emails, and online submissions to summarize public input and priorities.
- Responsible Party: City and Consultant

Task Deliverables
<ul style="list-style-type: none">• List of Stakeholders/Focus Group Parties• Focus Group Agendas and Presentation Materials• Website, E-news, and News Release Content• Link to Project Website• List of Public Comments• Public Workshop Presentation Materials• Survey• Public Outreach Summary

Task 4: Advisory Committee Meetings

- Establish a Technical Advisory Committee including Public Works, Community Development, the Transit District, public health, Caltrans District 5, the two school districts, local non-profits, the Association of Monterey Bay Area Governments, and the Regional Transportation Commission.
- Hold at least three meetings of the Technical Advisory Committee during the Plan development
- Present to and receive comments from these countywide public committees:
 - Bicycle Advisory Committee
 - Elderly & Disabled Transportation Advisory Committee

Responsible Party: City and Ecology Action

Task Deliverables
<ul style="list-style-type: none">• Technical Advisory Committee agendas and summaries of input• Public Advisory Committee meeting agendas and summaries of input• Technical Advisory Group Roster

Task 5: Infrastructure Recommendations

- Develop a project list of infrastructure recommendations to facilitate the safety and flow of multi-modal users based on analysis and public feedback.
- Incorporate the project list into the final Plan.

Develop a Rating System

- Develop a project rating and prioritization system that will evaluate and rank both infrastructure (IN) and non-infrastructure (NI) projects using traffic, crash, and population data, public input, and criteria related to safety, equity, and feasibility. The system will also prioritize projects that improve access to affordable housing, planned residential growth areas, and high-density neighborhoods to ensure alignment with Capitola's housing and land use goals.
- As part of the Technical Advisory Committee (TAC) process outlined in Task 4, the draft rating and prioritization system will be presented to the TAC for review and feedback prior to finalization.

Responsible Party: Consultant

Task Deliverables
<ul style="list-style-type: none">• Project List• Project rating and prioritization system

Task 6: Draft Plan

Non-Infrastructure (NI) Recommendations

- Develop list of NI recommendations to be included in Plan based on analysis and public input.
- **Apply the project rating and prioritization system from Task 5 to evaluate NI and IN projects.** Incorporate into the final Plan.

Draft Plan Development and Review

- Produce a Draft Active Transportation Plan detailing current biking and walking conditions, barriers, and solutions. The Plan will describe obstacles and challenges, recommend IN solutions that connect residents to major activity centers, and provide NIN policy and programmatic recommendations. IN needs will be reviewed by Public Works staff and the consultant.
- Integrate all collected data, public input, and research into the Plan.
- Use the project rating and prioritization system to develop a combined prioritized project list for IN and NI recommendations, reflecting housing and land use priorities.
- The Draft Plan will be reviewed by the Consultant, stakeholders, City staff, and Caltrans to ensure best practices are applied and that the Plan reflects the planning process and is implementation-ready.
- The Draft Plan will be presented to the Capitola City Council for review and comment. It will also be posted on the project website, accompanied by a press release and public comment announcement distributed to partner agencies, stakeholders, and the community.

Responsible Party: City and Ecology Action

Task Deliverables
<ul style="list-style-type: none"> • Rating Matrix • Draft Plan • City Council agenda and presentation materials • Comments from City staff, stakeholders, consultant, and Caltrans

Task 7: Final Plan and Board Review/Approval

The Final Plan will serve as a resource for securing funding and guiding project implementation. Recommendations, public input, and research documented in the Plan will be applicable for Active Transportation Program (ATP) grant applications and other funding opportunities. Public support, demonstrated through the community engagement process, will strengthen funding applications and ensure alignment with local priorities

7.1 Finalize the Plan

- Comments from the Consultant, City staff, stakeholders, and the public will be consolidated and incorporated into the Final Plan.
- Prepare a distribution-ready version of the Final Plan (digital and print) and provide the City with the finalized Plan, supporting documentation, and materials needed for Council presentation and public release.
- Responsible Party: Ecology Action

7.2 Review and Acceptance

- Review the finalized Plan to confirm all comments have been addressed.
- Prepare the City Council agenda item and presentation materials.
- Present the Final Plan to the Capitola City Council for acceptance.
- Responsible Party: City

7.3 Distribution and Outreach

- Distribute the Final Plan to local governing bodies, the Capitola Public Library, local partner agencies, and the Capitola Public Works Department.
- Post the Final Plan on the City of Capitola website and share links through partner websites and social media platforms, including Facebook and other relevant channels. Issue a press release announcing the Final Plan's completion and availability.
- Responsible Party: City

Task Deliverables
<ul style="list-style-type: none">• Final Plan based on comments and review• City Council agenda and presentation materials• Meeting minutes documenting City Council acceptance/approval• Press release announcing Plan finalization• Distribution list for Plan dissemination• Summary of potential funding mechanisms to support Plan recommendations

[illegible]

APPENDIX TWO Fees and Payments

Consultant will provide invoices to the City for all services and expenses on a monthly basis. City will endeavor to pay all invoices within 30 days of receipt. The total amount billed by Consultant and paid by City pursuant to this agreement shall not exceed \$ [REDACTED] without written advance authorization from the City.

Consultant hereby represents and warrants, based upon Consultant's independent determination of the time and labor, including overtime, which will be required to perform said services, that Consultant will provide all said services at a cost which will not exceed the maximum price set forth in this agreement for Consultant's services. Consultant hereby assumes the risk that Consultant will perform said services within this maximum price constraint and Consultant acknowledges that its inability to do so shall not excuse completion of the services and shall not provide a basis for additional compensation.

Salary expenses include the actual direct pay of personnel assigned to the project (except for routine secretarial and account services) plus payroll taxes, insurance, sick leave, holidays, vacation, and other fringe benefits. The percentage of compensation attributable to salary expenses includes all of Consultant's indirect overhead costs and fees. For purposes of this Agreement, Consultant's salary expenses and non-salary expenses will be compensated at the rates set forth in the fee schedule attached to this appendix and in accordance with the terms set forth therein. Non-salary expenses include travel, meals and lodging while traveling, materials other than normal office supplies, reproduction and printing costs, equipment rental, computer services, service of subconsultants or subcontractors, and other identifiable job expenses. The use of Consultant's vehicles for travel shall be paid at the current Internal Revenue Service published mileage rate.

Salary payment for personnel time will be made at the rates set forth in the attached fee schedule for all time charged to the project. Normal payroll rates are for 40 hours per week. Consultant shall not charge the City for personnel overtime salary at rates higher than those set forth in the attached fee schedule without the City's prior written authorization.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$305,000, without specific, written advance authorization from the City.

Payments shall be made monthly by the City, based on itemized invoices from the Consultant which list actual costs and expenses. Such payments shall be for the invoice amount. The monthly statements shall contain the following affidavit signed by a principal of the Consultant's firm:

"I hereby certify as principal of the firm of Ecology Action, that the charge of \$ [REDACTED] as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated August 28, 2025, and has not been previously paid."