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Regional Transportation Planning Agency - Local Transportation Commission  
Monterey County Service Authority for Freeways and Expressways  
Monterey County Regional Development Impact Fee Joint Powers Agency  
Email: [info@tamcmonterey.org](mailto:info@tamcmonterey.org)

**Board of Directors**

**Wednesday, August 28, 2024**

**\*\*9:00 AM\*\***

**REVISED AGENDA**

**MEETING LOCATION**

Voting members must attend a physical meeting location to count towards quorum  
or vote on any item on the agenda

1441 Schilling Place, Salinas, California  
Cayenne Conference Room

Wi-Fi Network: MontereyCty-Guest (no password required)

**Alternate Locations with Zoom Connection Open to the Public**

168 West Alisal Street, 2nd Floor, Salinas, California 93901

Supervisor Alejo's Office

68 South Street, Hingham, Massachusetts

Dave Potter

Members of the public & non-voting members may join meeting online at:  
<https://us02web.zoom.us/j/446951513?pwd=QmNUODRtdXICSEFxlZlIXVmhoY21yUT09>

OR

By teleconference at: +1 669 900 6833

**Meeting ID: 446 951 513**

**Password: 194463**

*Please note: If all board members are present in person, public participation by Zoom is for convenience only and is not required by law. If the Zoom feed is lost for any reason, the meeting may be paused while a fix is attempted but the meeting may continue at the discretion of the Chairperson.*

*Please see all the special meeting instructions at the end of the agenda.*

The agenda and all enclosures are available on the Transportation Agency website: [www.tamcmonterey.org](http://www.tamcmonterey.org), by clicking on Transportation Agency Board, meetings and agendas, click on agenda item and open it, click on report attachments listed at end of report.

**1. QUORUM CHECK – CALL TO ORDER**

*Transportation Agency by-laws require a quorum of a minimum of 9 voting members, including a minimum of 7 city representatives and 1 county representative.*

***If you are unable to attend, please contact your alternate. Your courtesy to the other Transportation Agency Board members to assure a quorum is appreciated.***

## **PLEDGE OF ALLEGIANCE**

### **2. PUBLIC COMMENTS**

Any member of the public may address the Board on any item not on the agenda but within the jurisdiction of the Board. All public comments are limited to two (2) minutes, unless specified otherwise by the committee chair. Comments in items on this agenda may be given when that agenda item is discussed. Persons who wish to address the Board for public comment or on an item on the agenda are encouraged to submit comments in writing to Maria at [maria@tamcmonterey.org](mailto:maria@tamcmonterey.org) by 5:00 pm the Monday before the meeting, and such comments will be distributed to the Board before the meeting.

Alternative Agenda Format and Auxiliary Aids: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals requesting a disability-related modification or accommodation, including auxiliary aids or services, may contact Transportation Agency staff at 831-775-0903. Auxiliary aids or services include wheelchair accessible facilities, sign language interpreters, Spanish language interpreters, and printed materials in large print, Braille or on disk. These requests may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting and should be made at least 72 hours before the meeting. All reasonable efforts will be made to accommodate the request.<sup>2</sup>

### **3. CONSENT AGENDA**

Approve the staff recommendations for items listed below by majority vote with one motion. Any member may pull an item off the Consent Agenda to be moved to the end of the **CONSENT AGENDA** for discussion and action.

#### **ADMINISTRATION and BUDGET**

**3.1.1. APPROVE** the Transportation Agency for Monterey County Board draft minutes of June 26, 2024.

**- Elouise Rodriguez**

**3.1.2. ACCEPT** the list of checks written for June and July 2024 and the credit card statement for the months of May and June 2024.

**- Dave Delfino**

***The list of checks and copies of credit card statements are submitted to the Transportation Agency Board each month in accordance with the recommendation from the Transportation Agency's independent Certified Public***

**Accountant to keep the Board informed about the Transportation Agency's financial transactions.**

**3.1.3. RECEIVE** list of contracts awarded under \$50,000.

- Jefferson Kise

***The list of contracts awarded by the Transportation Agency for Monterey County for services under \$50,000 approved by the Executive Director is submitted each month in accordance with the Agency's Procurement Policies to keep the Board informed.***

**3.1.4. RECEIVE** report on conferences or trainings attended by agency staff.

- Christina Watson

***Agency staff attend conferences or trainings at Agency expense that are pertinent to their roles in pursuing the Agency's mission. These events allow the staff to stay current and participate in the development of transportation practices and policies related to their roles.***

**3.1.5. Measure X sales tax forecasting and auditing service contract amendment:**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #2 with Hinderliter, de Llamas and Associates (HdL) for the Agency's Measure X sales tax forecasting and auditing service to extend the term for an additional three years and increase the budget by \$27,000 for a new total contract budget of \$81,000
2. **AUTHORIZE** the use of funds from the approved budget for this project;
3. **FIND** that this amendment is justified as a sole source due to the efficiencies that support an award to the existing consultant as a logical follow-on to work already in progress under a competitively awarded contract; and
4. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

- Jefferson Kise

***Agency staff is seeking to increase the budget and extend the term on the competitively-awarded contract with Hinderliter, de Llamas and Associates (HdL) to allow for a continuation of the Agency's sales tax forecasting and auditing services.***

**3.1.6. Fiscal Year 2024/25 Overall Work Program Amendment #1**

**APPROVE** Resolution 2024-10, pending legal counsel approval, providing:

1. Authority for the Executive Director or his designee to add \$2,250,000 of new grant funds into the Agency's FY 2024-2025 work program and budget;

2. Authority for the Executive Director or his designee to execute work program and budget amendment No. 1 in accordance with this Resolution; and
3. Authority for the Executive Director or his designee to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

- Michael Zeller

***This amendment will add new funding received to develop the Highway 1 Elkhorn Slough Climate Resiliency Project in the fiscal year 2024/25 Overall Work Program and Budget.***

**3.1.7. Computer & Information Technology Services Request for Proposals:**

1. **APPROVE** the Request for Proposals Scope of Work for Computer & Information Technology Services;
2. **AUTHORIZE** staff to publish the Request for Proposals and return to the Board of Directors with a recommendation for approval of a consultant, including the final scope of work, pending Agency Counsel approval; and
3. **APPROVE** the use of funds from the approved project budget for this contract in an amount not to exceed \$142,000.

- Aaron Hernandez

***The Agency's current agreement for computer and network services with Alvarez Technology Group expires December 31, 2024. The agency is seeking to receive proposals from qualified firms to continue the routine maintenance, repairs, and upgrades of the agency's computers, servers, mobile devices, and network.***

**3.1.8. Alvarez Technology Group - Manage IT Services Contract Amendment #4**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #4 with Alvarez Technology Group for the Agency's managed IT services contract to increase the budget by \$25,000 for a total not-to-exceed amount of \$220,070 over the remaining term of the agreement ending December 31, 2024 to cover additional unexpected IT services, pending Agency Counsel approval;
2. **FIND** that this amendment is justified as a sole source due the efficiencies that support award to the existing consultant as a logical follow-on to work already in progress under a competitively awarded contract; and
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

- Aaron Hernandez

***The Transportation Agency is contracted with Alvarez Technology Group for***

*managed information technology services following a competitive process in 2019. The Agency is looking to create cloud-based Azure Terminal Server to store and create backups of the agency's financial files. The Agency is seeking to amend the existing agreement to include the terminal server and increased costs in maintenance coverage.*

- 3.1.9. APPROVE** the agreement with Todd Muck to continue to perform services as Executive Director of the Transportation Agency for Monterey County effective September 25, 2024, and **AUTHORIZE** the Agency Chair to sign the agreement.

- Jefferson Kise

*Executive Director Todd Muck's contract expires on September 24, 2024. According to the current agreement, his contract may be extended by mutual agreement for subsequent three-year terms.*

#### **BICYCLE, PEDESTRIAN, TRANSIT, and SOCIAL SERVICES**

- 3.2.1. APPROVE** the appointment of Micheel Fitzsimmons as the Del Rey Oaks representative on the TAMC Bicycle and Pedestrian Facilities Advisory Committee.

- Ariadne Sambrano

*The Transportation Agency Board appoints representatives on an as-needed basis to serve on the Bicycle and Pedestrian Facilities Advisory Committee to advise staff on bicycle and pedestrian transportation issues and make recommendations to the TAMC Board.*

- 3.2.2. Transportation Development Act Allocation:**

1. **APPROVE** Monterey-Salinas Transit District's (MST) application for State Transportation Development Act funds; and
2. **ADOPT** Resolution 2024-11 allocating a total of \$26,435,542 in Transportation Development Act funds to the Monterey-Salinas Transit District, composed of \$19,689,686 in Local Transportation Funds and \$6,745,856 in State Transit Assistance funds for Fiscal Year 2024-25.

- Aaron Hernandez

*As the Regional Transportation Planning Agency, TAMC oversees the approval process for allocating State funds devoted to local transit expenditures. On an annual basis, the Monterey-Salinas Transit District submits an application to TAMC for Transportation Development Act Funds. Allocation of Transportation Development Act funds must occur after the agency completes the Unmet Transit Needs process.*

#### **PLANNING**

- 3.3.1. Monterey County Regional Vision Zero Program:**

1. **APPROVE** the Request for Proposals Scope of Work for the Monterey County Regional Vision Zero program;
2. **AUTHORIZE** staff to publish the Request for Proposals and return to the Board of Directors with a recommendation for approval of a consultant, including the final scope of work; and
3. **APPROVE** the use of funds from the approved project budget for this contract in an amount not to exceed \$750,000.

- Doug Bilse

*The Transportation Agency received a federal Safe Streets and Roads for All (SS4A) planning grant to prepare Vision Zero action plans for each jurisdiction in Monterey County that does not currently have one. Agency staff is seeking to release a competitive request for proposals to select a consulting firm to assist with the effort.*

- 3.3.2. **RECEIVE** update on state and federal legislative issues.

- Christina Watson

*This staff report includes updates on state and federal legislative activities.*

#### **PROJECT DELIVERY and PROGRAMMING**

- 3.4.1. **Measure X Ordinance Amendment - Sand City's Maintenance of Effort:**

1. **ADOPT** Ordinance 2024-01 to revise the Measure X Maintenance of Effort calculation; and
2. **APPROVE** and **AUTHORIZE** the Executive Director to execute amendment #2 to the Measure X funding agreement with Sand City to make the Maintenance of Effort requirement consistent with the amended ordinance.

- Michael Zeller

*The purpose of the Measure X Maintenance of Effort requirement is to assure that no funds previously used for transportation are shifted to other uses and then back-filled with Measure X funds. Since fiscal year 2019/20, Sand City has not been able to meet this requirement and their Measure X disbursements have been withheld. The City is requesting a modification that would allow them to regain compliance.*

- 3.4.2. **Regional Surface Transportation Program Time Extension Requests**

1. **APPROVE** time extensions on the use of Transportation Agency competitive funds until August 28, 2025 for the following projects:
  1. City of Greenfield - Walnut Avenue Pedestrian and Bikeway Improvements project;
  2. City of Marina - Reservation Road Roundabouts;

3. City of Monterey - Traffic System, Pedestrian and Bike Upgrades Citywide; and
  4. City of Salinas - Boronda Road Congestion Relief Project - Phase 1.
2. **APPROVE** amending Exhibit A of the local funding agreement to include updated funding deadlines for these projects.

- Janneke Strause

*The Agency distributes funding through a competitive grant program every three years. Projects are scored through a competitive application and approved by the Board each cycle. Funding must be used by the project sponsors within three years per the Master Funding Agreement. Time extensions may be recommended if projects are in progress but require more time for completion.*

**3.4.3. San Antonio Path & Safe Routes to Schools Contracts:**

1. **APPROVE and AUTHORIZE** the Executive Director, or their designee, to execute an agreement with the City of King and County of Monterey, subject to approval by Agency Counsel, in an amount not to exceed \$2,294,631.46 to provide Safe Routes to School Education & Encouragement services for the period ending December 31, 2030;
2. **APPROVE** the use of Active Transportation Program grant funds budgeted to this purpose; and
3. **AUTHORIZE** the Executive Director, or their designee, to take such other further actions as may be necessary to fulfill the intent of the agreement, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved agreement term or amount.

- Ariana Green

*King City partnered with the Transportation Agency and Monterey County Health Department to provide non-infrastructure programming as part of the Active Transportation Program "San Antonio Path & Safe Routes to Schools" grant. This agreement will outline the roles and responsibilities of each partner enable the Transportation Agency and Monterey County Health Department to be reimbursed for work on the project.*

**3.4.4. California Custom Sheds Inc. Contract for Safe Routes to School Traffic Garden Sheds:**

1. **APPROVE and AUTHORIZE** the Executive Director, or their designee, to execute a contract with California Custom Sheds Inc., subject to approval by Agency Counsel, in an amount not to exceed \$67,298 to provide and install traffic garden sheds for the period ending December 31, 2024;
2. **APPROVE** the use of Measure X Safe Routes to Schools funds budgeted for this purpose; and
3. **AUTHORIZE** the Executive Director, or their designee, to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter

the scope of work, or change the approved contract term or amount.

- Ariadne Sambrano

***This contract with California Custom Sheds Inc. is for Phase 2 of the traffic garden sheds project. Eleven sheds will be installed at selected locations to house bikes and scooters, facilitating active transportation education for students. California Custom Sheds Inc. was chosen through a competitive quote process for this project.***

#### **3.4.5. Rancho Cielo Bike Repair Contract**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute an agreement with Rancho Cielo, subject to approval by Agency Counsel, in an amount not to exceed \$99,625 to provide bike repair programming and mobile repair workshops for the period ending June 30, 2028;
2. **APPROVE** the use of Measure X Safe Routes to School funds as approved in the FY 24/25 budget; and
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the agreement, including approval of future modifications or amendments that do not significantly alter the scope of work, or change the approved agreement term or amount.

- Ariana Green

***This three-year contract would enable Rancho Cielo to create a bike repair program and mobile workshop. The program would provide regular bike repair classes at the Rancho Cielo campus and mobile repair workshops serving communities in Monterey County.***

#### **3.4.6. Safe Routes to School - MIIS Fellowship**

1. **APPROVE** and **AUTHORIZE** the Executive Director, or their designee, to execute an agreement with the Middlebury Institute of International Studies, subject to approval by Agency Counsel, in an amount not to exceed \$194,180, to provide assistance with Safe Routes to School Education & Encouragement programs and projects for the period ending June 30, 2029;
2. **APPROVE** the use of Measure X funds budgeted for this purpose; and
3. **AUTHORIZE** the Executive Director, or their designee, to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

- Ariana Green

***This contract creates a partnership between the Transportation Agency and Middlebury Institute of International Studies (MIIS) in which students, staff, and faculty are engaged on projects that address language inclusion, community***



*engagement, sustainability and livability issues in collaboration with the Transportation Agency for Monterey County.*

**3.4.7. Monterey Branch Line Easements to Pacific Gas and Electric Company**

1. **APPROVE** the utility easements in favor of Pacific Gas and Electric Company, subject to legal counsel approval, for the Monterey-Salinas Transit SURF! Busway project; and
2. **AUTHORIZE** the Executive Director, or their designee, to execute deeds granting temporary utility easements in favor of Pacific Gas and Electric Company for the Monterey-Salinas Transit SURF! Busway project; and
3. **AUTHORIZE** the Executive Director to take such other future actions as may be necessary to fulfill the intent of the temporary utility easements including approvals of future modifications or amendments that do not significantly alter the approved easements and/or approving and executing resolutions relating to these easements.

- Laurie Williamson

*The Monterey-Salinas Transit (MST) SURF! Busway project, portions of which are located in the TAMC owned Monterey Branch Line railroad right-of-way, requires the installation of utilities at various locations to serve the project. In order to install and maintain these utilities, five easement deeds are required.*

**RAIL PROGRAM- No items this month.**

**REGIONAL DEVELOPMENT IMPACT FEE-No items this month.**

**COMMITTEE MINUTES and CORRESPONDENCE**

**3.7.1. ACCEPT** draft minutes of the Transportation Agency Committees:

- Rail Policy Committee - draft minutes of August 5, 2024
- Executive Committee - draft minutes of August 7, 2024
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - No meeting
- [Technical Advisory Committee](#) - draft minutes of August 1, 2024
- [Measure X Citizens Oversight Committee](#) - No meeting

- Elouise Rodriguez

**3.7.2. RECEIVE** TAMC Correspondence for August 2024.

- Elouise Rodriguez

**4. PRESENT** the Transportation Agency Employee of the Quarter to Doug Bilse.

- Todd Muck

***It is hereby certified that Doug Bilse has been selected by his colleagues at the Transportation Agency for Monterey County as the Employee of the Quarter for April 1, 2024 – June 30, 2024.***

5. **RECEIVE** report and **PROVIDE INPUT** on the US 101 South of Salinas project.

- Doug Bilse

***The US 101 South of Salinas project is in the planning stage that includes extensive community engagement. Staff will provide a project update that includes feedback received from public outreach efforts.***

6. **PROVIDE** direction and feedback on the alignment of the SURF! Busway and Bus Rapid Transit (BRT) Project within the Monterey Branch Line corridor.

- Todd Muck

***California Coastal Commission staff is requiring that the SURF! busway project be realigned onto the existing Monterey Branch Line rail tracks to minimize impacts on Environmentally Sensitive Habitat Areas (ESHA). If this requirement is not met, the Coastal Commission staff will recommend denying the Coastal Development Permit, which could effectively halt the project.***

7. **RECEIVE** reports from Transportation Providers:

- Caltrans Director's Report and Project Update - Eades
- Monterey Peninsula Airport - Miller
- Monterey-Salinas Transit - Sedoryk
- Monterey Bay Air Resources District - Stedman

8. **Reports on meetings attended by Board Members at Transportation Agency expense, as required by state law.**
9. **Executive Director's Report.**
10. **Announcements and/or comments from Transportation Agency members on matters that they wish to put on future Transportation Agency agendas.**
11. **PUBLIC COMMENT** on the Closed Session;

**CLOSED SESSION:**

**REAL ESTATE NEGOTIATIONS.** Pursuant to Government Code section §54956.8, confer with real property negotiators concerning the disposition of Agency-owned property.

Property: Monterey Branch Line

Agency negotiators: Todd Muck, Christina Watson, Alissa Guther

Negotiating parties: City of Marina

Under negotiation: Length of contract

**RECONVENE** in open session and report any actions taken.

- Alissa Guther

**12. ADJOURN**

**ANNOUNCEMENTS**

Next Transportation Agency for Monterey County regular meeting will be on  
Wednesday, September 25, 2024

**9:00 A.M.**

**Monterey County Government Center**  
**1441 Schilling Place, Cayenne Room**

A quorum of voting members is required to be present to hold this meeting.  
There will be a zoom link for hybrid participation.

If you have any items for the next agenda, please submit them to:

Elouise Rodriguez

Clerk of the Board

[elouise@tamcmonterey.org](mailto:elouise@tamcmonterey.org)

Important Meeting Information

**Agenda Packet and Documents:** Any person who has a question concerning an item on this agenda may call or email the Agency office to make inquiry concerning the nature of the item described on the agenda. Complete agenda packets are on display online at the Transportation Agency for Monterey County website. Documents relating to an item on the open session that are distributed to the Committee less than 72 hours prior to the meeting shall be available for public review at the Agency website. Agency contact information is as follows:

Transportation Agency for Monterey County

[www.tamcmonterey.org](http://www.tamcmonterey.org)

55B Plaza Circle, Salinas, CA 93901

TEL: 831-775-0903

EMAIL: [info@tamcmonterey.org](mailto:info@tamcmonterey.org)

**Agenda Items:** The agenda will be prepared by Agency staff and will close at noon five (5) working days before the regular meeting. Any member of the Board may request in writing an item to appear on the agenda. The request shall be made by the agenda deadline and any support papers must be furnished by that time or be readily available.

## Memorandum

**To:** Board of Directors  
**From:** Elouise Rodriguez, Senior Administrative Assistant & Clerk of the Board  
**Meeting Date:** August 28, 2024  
**Subject:** **TAMC Draft Minutes of June 26, 2024**

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### **RECOMMENDED ACTION:**

**APPROVE** the Transportation Agency for Monterey County Board draft minutes of June 26, 2024.

### **SUMMARY:**

### **FINANCIAL IMPACT:**

### **DISCUSSION:**

### **ATTACHMENTS:**

1. TAMC Draft Minutes\_June 26\_2024

### **WEB ATTACHMENTS:**

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)**  
**SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS**  
**MONTEREY COUNTY REGIONAL DEVELOPMENT IMPACT FEE**  
**JOINT POWERS AGENCY**

**DRAFT MINUTES OF JUNE 26, 2024, TAMC BOARD MEETING**

1441 Schilling Place, Salinas, CA 93901, Cayenne Conference Room

Alternate locations: 168 W. Alisal Street, Salinas, CA 93901, 2<sup>nd</sup> Floor, Supervisor Alejo's Office

3225 158<sup>th</sup> Avenue, Business Center, 1<sup>st</sup> Floor, SE Bellevue, WA 98008, Chaps Poduri

<b>TAMC BOARD MEMBERS</b>	<b>AUG 23</b>	<b>SEP 23</b>	<b>OCT 23</b>	<b>DEC 23</b>	<b>JAN 24</b>	<b>FEB 24</b>	<b>MAR 24</b>	<b>APR 24</b>	<b>MAY 24</b>	<b>JUN 24</b>
Luis Alejo, Supr. Dist. 1, County Representative ( <del>Linda Gonzales</del> , Javier Gomez)	P	P(A) (V)	P(A) (V)	P	P	P	P(A) (V)	P	P	P(A) (V)
Glenn Church, Supr. Dist. 2, (Marilyn Vierra, Leonie Gray)	P	P	P(A)	P	P	P	P	P(A)	P	P
Chris Lopez, Supr. Dist. 3, (Priscilla Barba) Chair	P	P(A)	P	P	P	P	P	P(A)	P(A)	P
Wendy Root Askew, Supr. Dist. 4, 2 <sup>nd</sup> Vice Chair (Yuri Anderson, <del>Eric Mora</del> )	P	P(A)	P(A)	P	P	P	P	P(A)	P(A)	P
Mary Adams, Supr. Dist. 5, (Colleen Courtney)	P	P	P	P(A)	P	P(A)	P	P(A)	P	P
Dave Potter, Carmel-by-the-Sea (Jeff Baron) 1 <sup>st</sup> Vice Chair	P	A	P	P	P	P	P(V)	P(A)	P	P
Scott Donaldson, Del Rey Oaks (John Uy)	P	P	P	P	E	AB2	P(V)	P	P	P
Jose Rios, Gonzales (Lorraine Worthy)	P	P	P	P	P	E	P	P	P	P
Rachel Ortiz, Greenfield (Robert White)	P	P	E	P	E	P	A	P	P	E
Michael LeBarre, King City, Past Chair (Carlos DeLeon)	P	P	P	P	P	P	P	P	P	P
Bruce Delgado, Marina (Jenny McAdams)	E	P(V)	P	P	P*	P	E	P	AB2	P
Edwin Smith, Monterey, (Kim Barber, Marissa Garcia, Andrea Renny)	P(A)	P	P	P	P(A)	P	P	P	P(A)	P
Chaps Poduri, Pacific Grove, City Representative (Joe Amelio)	P	P	P	P	P	P	P	A	E	P(V)
Andrew Sandoval, Salinas (Anthony Rocha)	P	P	P	P	P	P	E	P	P	P
Mary Ann Carbone, Sand City (Jerry Blackwelder)	A	P*	P	P	P	P	P	P	P	P
Ian Oglesby, Seaside, (David Pacheco)	A	P	P	P	P	P	P	P	P	P
Fernando Cabrera, Soledad (Anna Velasquez)	A	P	P	P*	E	P	E	P	P	P(A)

<b>Ex Officio Members:</b>	<b>AUG 23</b>	<b>SEP 23</b>	<b>OCT 23</b>	<b>DEC 23</b>	<b>JAN 24</b>	<b>FEB 24</b>	<b>MAR 24</b>	<b>APR 24</b>	<b>MAY 24</b>	<b>JUN 24</b>
Maura Twomey, AMBAG (Heather Adamson, Bhupendra Patel, Paul Hierling)	P(A)	P(A) (V)	P(A)	P(A) (V)	P(A) (V)	P	P(V)	P	P(A)	P
Scott Eades, Caltrans, Dist. 5 (Orchid Monroy Ochoa, John Olejnik, Richard Rosales, Brandy Rider, Kelly McClendon, Dave Silberberger)	P(A)	P(A) (V)	P(A)	P(A) (V)	P(A)	P(A)	P(A) (V)	P(A)	P(A) (V)	P(V)
Richard Stedman, Monterey Bay Air Resources District (David Frisbey)	P	A	P(A) (V)	A	E	E	P(A) (V)	P(A) (V)	A	A
Carl Miller, Monterey Regional Airport District (Richard Searle)	A	A	P*	P(V)	P(V)	P(V)	P(V)	P(A) (V)	A	P(V)
Carl Sedoryk, Monterey-Salinas Transit (Lisa Rheinheimer, Michelle Overmeyer)	P	P	P	P	P	P(A)	P	P	P(A)	P
Eduardo Montesino, Watsonville	A	A	A	A	A	A	A	A	A	A
Glen Nelson, CSUMB (Nicole Hollingsworth)	P(A) (V)	P(A) (V)	P(A) (V)	P(A) (V)	P(A) (V)	P(A) (V)	P(V)	P(A) (V)	P(A) (V)	A

*P = present; P(A) = alternate present; P(V) = videoconference; E = excused absence; AB2=AB 2449;  
AB2a=AB 2449 alternate; A = absence; P\*= New Representative*

<b>TAMC STAFF</b>	<b>JUNE 23</b>	<b>AUG 23</b>	<b>OCT 23</b>	<b>DEC 23</b>	<b>JAN 24</b>	<b>FEB 24</b>	<b>MAR 24</b>	<b>APR 24</b>	<b>MAY 24</b>	<b>JUN 24</b>
D. Bilsle, Principal Engineer	P	P	P	P	P	E	P	P	P	P(V)
A. Conlen, Senior Transp. Planner						P	P(V)	P	P	P
D. Delfino, Finance Officer/Analyst	P	P	P	E	E	P	P	P(V)	P	P
N. Gomez, TAMC Intern										P
A. Green, Principal Transp. Planner	P	P(V)	P(V)	P(V)	P(V)	P	P	P(V)	P(V)	P
A. Guther, Transportation Planner	P	P	P	P	P	E	P	P	P(V)	P
A. Hernandez, Transp. Planner	P	P	P	P	P	P	P	P	P	P
J. Kise, Dir. Finance & Administration	P	P	P	P	P	P	P	P	P	P
M. Montiel, Administrative Assistant	P	P	P	P	P	P	P	P	P	P
T. Muck, Executive Director	P	P	P	P	P	P	P	P	P	P
M. Park, Finance Officer									P	P
E. Rodriguez, Clerk of the Board	P	P	P	P	P	P	P	E	P	P
A. Sambrano, Transportation Planner		P	P	P	P	P	P	P	P	P
M. Springfield, TAMC Intern										P
J. Strause, Assoc. Transp. Planner	P	P	P	P	P	E	E	E	E	P
S. Strong, Legal Counsel	P	P	P	P	P(V)	P	P	P	P	P
C. Watson, Director of Planning	P	P	P	P	P	P	P	P	P	P
L. Williamson, Senior Engineer	P	P	P	P	P	P(V)	P	P	P	P
T. Wright, Community Outreach	P	P	P	P	P	P	P	E	P(V)	P
M. Zeller, Director of Programming & Project Delivery	P	P	P	P	P	P	P	P	P	P

**OTHERS PRESENT**

Eric Petersen	Salinas resident	Josh Metz	Monterey Bay DART
Lauren Moffet	Public	Matt Beatty	Monterey Bay DART
Bryan Rosen	Public	Matthew McCluney	CSUMB
Dwight Stump	Public	Tyler Lesage	Caltrans District 5
Michael Groves	Public		

**1. QUORUM CHECK – CALL TO ORDER**

Chair Lopez called the meeting to order at 9:04 a.m. Elouise Rodriguez, Clerk of the Board, called the roll and confirmed a quorum was established. Past Chair LeBarre led the pledge of allegiance.

**2. PUBLIC COMMENTS**

Barry Jones, resident, commented on the SR 68 corridor pilot project.

Bryan Rosen, resident, commented on the proposed SURF! Project.

Lauren Moffet, resident, commented on the proposed SURF! Project.

Dwight Stump, resident, commented on the SR 68 corridor pilot project.

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**3. CONSENT AGENDA**

**M/S/C** LeBarre/ Carbone/unanimous

The Board approved the consent agenda as follows:

Item 3.1.1 was pulled by Chair Lopez for a correction to the minutes.

Item 3.3.1 was pulled by Board Member Church for discussion.

Items 3.2.4 and 3.5.2 were pulled for discussion and were voted on separately.

**ADMINISTRATION and BUDGET**

- 3.1.1** Approved the minutes of the Transportation Agency for Monterey County, the Service Authority for Freeways and Expressways, and the Monterey County Regional Development Impact Fee Joint Powers Agency for Monterey County meeting of April 24, 2024.

Board Chair Lopez noted a correction to the April 24, 2024, minutes Item number 4: Request that Caltrans pursue interim operational improvements along the corridor focused on signal coordination ~~may include~~ including a pilot project to implement adaptive signal operations, with the recommendation to include all nine signals in the pilot project.

- 3.1.2** Approved the minutes of the Transportation Agency for Monterey County, the Service Authority for Freeways and Expressways, and the Monterey County Regional Development Impact Fee Joint Powers Agency for Monterey County meeting of May 22, 2024.

- 3.1.3** Accepted the list of checks written for the month of May 2024 and credit card statements for the months of April 2024.

- 3.1.4** Received report on conferences or trainings attended by agency staff.

- 3.1.5** Approved the revised Procurement Policies and Procedures and Contract Management Manual.

- 3.1.6** Approved revised contract template for use in contracting for professional services.

- 3.1.7** Approved revised Request for Proposals/Qualifications templates.

**BICYCLE, PEDESTRIAN, TRANSIT and SOCIAL SERVICES**

- 3.2.1** Regarding Federal Funds for Rural Transit and Intercity Bus Operations:

1. Approved the Federal Transit Administration Section 5311 Program of Projects in the amount of \$1,624,412 for Monterey-Salinas Transit service on rural transit routes;
2. Approved the Federal Transit Administration 5311(f) Program of Projects in the amount of \$542,201 for Monterey-Salinas Transit service on MST Line 59: Salinas-Gilroy;
3. Adopted Resolution 2024-08 and Resolution 2024-09 authorizing funding under the Federal Transit Administration Section 5311 and Section 5311(f) programs; and
4. Ratified the Executive Director's signature on the Regional Agency Certifications and Assurances for the Program of Projects.



**3.2.2** Received list of Monterey County's unmet transit needs.

This item was pulled by the public for comment:

Lauren Moffett commented on MST bus delays for travelers going from Monterey to Carmel Valley.

Bryan Rosen commented on the lack of bus service to Big Sur and noted that the lack of rail service is an unmet transit need.

**3.2.3** Approved the appointment of Joe Oliver as the District 5 alternate on the TAMC Bicycle and Pedestrian Facilities Advisory Committee.**3.2.4** Regarding Safe Routes to School Education & Encouragement Contract:

**M/S/C** LeBarre/Adams/Carry

Recused: Askew

1. Approved and authorized the Executive Director, or their designee, to execute an agreement with Ecology Action, subject to approval by Agency Counsel, in an amount not to exceed \$3,622,091, to provide Safe Routes to School Education & Encouragement services for the period ending December 31, 2030;
2. Approved the use of Active Transportation Program grant and Measure X funds budgeted for this purpose; and
3. Authorized the Executive Director, or their designee, to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

Board Member Askew pulled this item and recused herself.

### **PLANNING**

**3.3.1** Regarding Monterey County Regional Transportation Vulnerability Assessment - Planning Contract

1. Approved and authorized the Executive Director, or their designee, to execute a contract with Pathways Climate Institute, LLC, in an amount not to exceed \$357,078, to provide services to complete the North Monterey County Regional Transportation Vulnerability Assessment, for the period ending in May 2026;
2. Approved the use of Caltrans Climate Adaptation Planning grant funds and Rural Planning Assistance funds budgeted for this project in the amount of \$357,078; and
3. Authorized the Executive Director, or their designee, to take such other further actions as may be necessary to fulfill the intent of the contract, including approval of future modifications or

amendments that do not significantly alter the scope of work, or change the approved contract amount or term.

Board Member Church pulled this item, recommending strong public outreach to identify risks by taking a creative approach, using social media and getting people engaged through non-traditional methods.

Alissa Guther, Transportation Planner, noted that public outreach would include education, in person opportunities, and online mapping tools showing maps and regions. She explained that TAMC will prioritize getting input from as many community members as possible through inclusive social media and workshops as well as using existing community resources and groups to get feedback and input from the community.

- 3.3.2** Received updates on state and federal legislative issues and Adopted positions on legislation.

### ***PROJECT DELIVERY and PROGRAMMING***

- 3.4.1** Approved the appointment of Tony Garcia to serve as the labor organization alternate representative, Darren Fort to serve as the education representative, and Ralph Porras to serve as the education alternate representative on the Measure X Citizens Oversight Committee.

### ***RAIL PROGRAM***

- 3.5.1** Regarding Pajaro/Watsonville Multimodal Station Environmental Review Contract
1. Approved and authorized the Executive Director, or their designee, to execute a contract with HDR Engineering, subject to Agency Counsel approval, in an amount not to exceed \$1,999,892, to provide environmental review services, for the period ending May 2026;
  2. Approved the use of Transit and Intercity Rail Capital Project funds budgeted for this project; and
  3. Authorized the Executive Director, or their designee, to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

**3.5.2** Regarding Monterey-Salinas Transit (MST) Monterey Branch Line Corridor Use Agreement for the M/S/C SURF! Busway and Bus Rapid Transit Project:  
LeBarre/Smith/unanimous

1. Approved and authorized the Executive Director, or their designee, to execute a use agreement with Monterey-Salinas Transit (MST), to provide for the use of the Monterey Branch Line corridor for the SURF! Busway and Bus Rapid Transit Project; and
2. Authorized the Executive Director, or their designee, to take such other further actions as may be necessary to fulfill the intent of the agreement, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved agreement term.

This item was pulled by the public for comment:

Lauren Moffet, resident, commented on the proposed SURF! Project.

Bryan Rosen, resident, commented on the proposed SURF! Project.

#### ***REGIONAL DEVELOPMENT IMPACT FEE***

**3.6.1** No items this month.

#### ***COMMITTEE MINUTES AND CORRESPONDENCE***

**3.7.1** Accepted draft minutes from Transportation Agency committees:

- Executive Committee – draft minutes of June 5, 2024
- Rail Policy Committee –draft minutes of June 3, 2024
- Bicycle and Pedestrian Facilities Advisory Committee – draft minutes of June 5, 2024
- Technical Advisory Committee – No meeting
- Excellent Transportation Oversight Committee – No meeting

**3.7.2** Received Transportation Agency for Monterey County correspondence for June 2024.

**END OF CONSENT AGENDA**

**4. MONTEREY BAY DRONE, AUTOMATION AND ROBOTICS TECHNOLOGY (MB DART) INITIATIVE**

**M/S/C** Delgado/Carbone/unanimous

The Transportation Board of Directors authorized the Executive Director to submit a federal funding application for the United States Department of Transportation (US DOT) Strengthening Mobility and Revolutionizing Transportation (SMART) grant program on behalf of the Monterey Bay Drone, Automation and Robotics Technology (MB DART) California Coastal Transportation Aerial Support for Resiliency Project initiative.

Josh Metz reported that the Monterey Bay Drone, Automation, and Robotics Technology (MB DART) and its regional partners are pursuing Federal Department of Transportation Strengthening Mobility and Revolutionizing Transportation (SMART) grant funds to conduct demonstration projects focused on advanced smart community technologies and systems to improve transportation efficiency and safety. MBDART asks TAMC to be the lead applicant for this Central Coast focused grant application.

Public comment:

Lauren Moffett expressed concerns about drones.

Bryan Rosen expressed concerns about drones.

**5. MEASURE X ORDINANCE AMENDMENT****M/S/C** Askew/Smith/Carry

Recused: Carbone

The Transportation Agency Board of Directors voted to commence the process to amend the Measure X Maintenance of Effort calculation provision:

1. Introduced, waived the reading, and set August 28, 2024, at 9:00 a.m. as the date and time to consider the adoption of an ordinance amending the Measure X Ordinance to revise the Maintenance of Effort calculation;
2. Set a noticed public hearing for August 28, 2024, and
3. Directed staff to publish notice of the public hearing and publicize a 45-day comment period.

Mike Zeller, Director of Programming & Project Delivery, reported that the purpose of Measure X Maintenance of Effort requirement is to assure that no funds previously used for transportation are shifted to other uses and then backfilled with Measure X funds. Since fiscal year 2019/20, Sand City has not been able to meet this requirement and their Measure X disbursements have been withheld. The city is requesting a modification that would allow them to be in compliance.

With the approval to proceed, the public hearing and consideration to adopt an ordinance amendment will be held at the TAMC Board meeting on August 28, 2024.

**6. MONTEREY BRANCH LINE APPRAISAL****M/S/C** Oglesby/LeBarre/Carry

Noes: Potter, Delgado

The Board of Directors ratified action by the Executive Committee to authorize the Executive Director to enter into an agreement with an appraisal firm to determine the value of the Monterey Branch Line corridor.

Executive Director Muck noted that in 2003, the Transportation Agency purchased the Monterey Branch Line from Union Pacific Railroad using Proposition 116 bond funds granted by the State. California Transportation Commission (CTC) staff recently informed Agency staff that the ten-year deadline to begin rail service on the line has not been met. Transportation Agency and California Transportation Commission staff are working on potential curative actions that would resolve the issue and allow the Transportation Agency to continue to pursue the long-term goal of bringing rail

back to the Monterey Peninsula and allowing the SURF! Busway and Bus Rapid Transit project to continue.

Public comment:

Bryan Rosen commented on the proposed appraisal.

Lauren Moffett commented on the proposed appraisal.

Michael Groves commented on the proposed appraisal.

## **7. TRANSPORTATION AGENCY COMMUNITY GROUP MEMBERSHIPS**

The Board of Directors received a report on Transportation Agency memberships in community organizations.

Executive Director Muck reported that at its April meeting the Board debated if there is a need for an official policy on how the Transportation Agency decides membership in local community organizations. Direction was provided to bring back a report on the Agency's current practices.

The Transportation Agency has been a member of the Monterey Peninsula Chamber for 28 years, and a member of the Salinas Valley Chamber for 23 years. The Agency is one of hundreds of members comprised of a broad spectrum of business, non-profit, educational, special districts, and public agencies, which include the Cities of Del Rey Oaks, Monterey, Sand City, and Seaside, the County of Monterey Economic Development Department, and the Monterey County Sheriff's Department. Both chambers have Government Affairs Committees.

## **8. REPORTS FROM TRANSPORTATION PROVIDERS**

Caltrans District 5 – Scott Eades, Caltrans Director, announced the following:

- Highway 1 Paul's Slide has opened with full access entering from the south; two slides still under construction preventing through-traffic on Highway 1.
- Please be aware of workers on the roadway during summer travels.

Monterey Regional Airport District – Carl Miller announced the following:

- The Air District is continuing towards construction of the new terminal project.

Monterey Salinas Transit District – Lisa Rheinheimer announced the following:

- Summer Discounted Youth Passes are on sale now for \$38, Monterey-Salinas Transit (MST) is once again offering the Summer Youth GoPass, providing young people unlimited rides systemwide through August.
- MST is offering for a limited time, buy one get one free monthly GoPass until June 2025.
- MST Vanpooling Program with Commute with Enterprise is available to residents in Monterey County.

Monterey Bay Air Resources District – No report

**9. REPORTS ON MEETINGS ATTENDED BY BOARD MEMBERS AT AGENCY EXPENSE**

No reports this month.

**10. EXECUTIVE DIRECTOR'S REPORT**

Executive Director Todd Muck announced the following:

- Introduced new TAMC interns Madison Springfield and Nathalie Gomez.
- TAMC is hosting the California Transportation Commission (CTC) in Monterey this week.
- Torero Road temporary closure starting July 12.
- No meeting in July, next meeting on August 28, 2024.

**11. ANNOUNCEMENTS AND/OR COMMENTS**

Board Member Smith noted for clarification that he has been on the Board since 2014 and was not aware of the City of Monterey taking any vote that was against the Monterey Branch Line coming into Monterey. He asked that this subject be agendaized at a future date.

Board Member Adams thanked Caltrans Director Scott Eades and the workers for Highway 1 repairs.

**12. ADJOURNMENT**

Vice Chair Potter adjourned the meeting at 11:32 a.m.

**Memorandum**

**To:** Board of Directors  
**From:** Dave Delfino, Finance Officer/Analyst  
**Meeting Date:** August 28, 2024  
**Subject:** TAMC Payments for the months of June and July 2024

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**RECOMMENDED ACTION:**

**ACCEPT** the list of checks written for June and July 2024 and the credit card statement for the months of May and June 2024.

**SUMMARY:**

The list of checks and copies of credit card statements are submitted to the Transportation Agency Board each month in accordance with the recommendation from the Transportation Agency's independent Certified Public Accountant to keep the Board informed about the Transportation Agency's financial transactions.

**FINANCIAL IMPACT:**

The checks processed and ACH transfers this period total \$1,447,586.88 which included checks written for June and July 2024 and payment of the May and June 2024 Platinum Plus Credit Card statement.

**DISCUSSION:**

During the months of June and July 2024, normal operating checks were written and ACH transfers were processed, as well as two checks totaling \$1,200.00 to Burke, Williams & Sorensen LLP for right of way legal services, three checks totaling \$116,659.05 to HDR Engineering Inc. for engineering design and a check for \$4,570.11 to Union Pacific Railroad for engineering design review all for the Salinas Rail Extension Kick-Start Project, a check for \$17,936.47.75 to GHD Inc. for design engineering services for the FORTAG project, two checks totaling check \$5,926.24 to We The Creative for design services for the RTP report and for the CTC event, two checks totaling \$84,247.85 to Kimley-Horn & Associates for professional services for the US 101 project, check for 73,735.11 to MNS Engineers, Inc. for construction management services for the FORTAG Del Rey Oaks segment, a check for \$113,990.10 to Ecology Action for services for the Safe Routes to School projects, a check for \$52,643.04 to the City of Seaside for pollution insurance for the TAMC Fort Ord property, a check for \$45,000.00 to 4M Analytics, Inc. for underground utility mapping for the US 101 project, a check for \$409.50 to Whitson Engineers Inc. for surveying for the Wayfinding project, a check for \$5,714.92 to Alliant Insurance for Crime and Property Insurance, a check for \$11,213.74 to SDRMA for Workers Compensation insurance for the 24/25 year, a check for \$19,058.06 to Pacific Gas and Electric for utility relocation for the Del Rey Oaks segment of FORTAG and a check for \$17,456.74 to Alvarez Technology Group Inc. for the down payment for new laptops and computers.

**ATTACHMENTS:**

1. Checks June 2024



2. Checks July 2024
3. Credit Card May and June 2024

**WEB ATTACHMENTS:**

**Transportation Agency for Monterey County (TAMC)**  
**Union Bank Operating Account**  
**June 2024**

DATE	ITEM	NAME	CHECK	DEPOSIT	DESCRIPTION
06/04/2024	21450	Monterey Transfer and Storage	100.00		Right of Entry Fee
06/04/2024	EFT	CalPers Health Benefits	14,436.85		Employee Benefits
06/07/2024	EFT	Payroll	53,440.86		Payroll
06/07/2024	EFT	United States Treasury	11,877.76		Payroll Taxes & Withholding
06/07/2024	EFT	EDD	5,017.39		Payroll Taxes & Withholding
06/07/2024	EFT	EDD	124.85		Payroll Taxes & Withholding
06/07/2024	EFT	Pers Retirement	9,175.79		Employee Benefits
06/07/2024	EFT	Pers Retirement PEPRA	4,226.06		Employee Benefits
06/07/2024	EFT	CalPERS	9,392.09		Employee Benefits
06/07/2024	EFT	Dave Delfino	467.27		Section 125 Reimbursement
06/07/2024	EFT	Christina Watson	331.50		Section 125 Reimbursement
06/07/2024	EFT	Laurie Williamson	84.22		Reimbursement for CTC Event
06/07/2024	DEP	State of California		33,319.56	SAFE - Revenue - April 2024
06/07/2024	DEP	Monterey Motors & Canchola		5,857.34	Railroad Right of Way Rent
06/14/2024	EFT	U.S. Bancorp	46.21		Bank Charges
06/14/2024	DEP	City of Marina and Lexus		8,626.21	Railroad Right of Way Rent
06/17/2024	21451	Void	0.00		Voided Check
06/17/2024	21452	Alliant Insurance	4,301.92		Property Insurance
06/17/2024	21453	Alvarez Technology Group (TX)	680.09		Computer Leases
06/17/2024	21454	Alvarez Technology Group, Inc. (CA)	2,855.26		Computer Support
06/17/2024	21455	Comcast	255.94		Telecommunication
06/17/2024	21456	De Lage Landen Financial Services	319.02		Office Copier Lease
06/17/2024	21457	Delta Dental	968.09		Employee Benefits
06/17/2024	21458	FedEx (Printing)	369.68		Printing for FORTAG Event
06/17/2024	21459	Fedex Freight	87.00		Additional Freight
06/17/2024	21460	Grainger	49.25		Supplies
06/17/2024	21461	HDR Engineering Inc.	10,941.38		Engineering Design Review for Salinas Rail Extension Kick-Start Project
06/17/2024	21462	Khoury Consulting LLC	6,000.00		State Legislative Consultant
06/17/2024	21463	Oppidea, LLC	2,685.00		Accounting Services
06/17/2024	21464	Santa Barbara County Assoc. of Government	5,514.16		Dues
06/17/2024	21465	SDRMA - Workers Comp Program	11,213.74		Worker's Compensation Insurance for 24/25
06/17/2024	21466	Shell	40.41		Auto Expense - Gasoline
06/17/2024	21467	The Maynard Group	356.95		Telephone Equipment Lease
06/17/2024	21468	Thorn Run Partners, LLC	5,000.00		Federal Legislative Consultant
06/17/2024	21469	We The Creative	1,393.07		Design Services for the Gonzales SRTS Ballots
06/17/2024	21470	WTS	114.00		Membership
06/17/2024	21471	Void	0.00		Voided Check
06/17/2024	EFT	Ariadne Sambrano	250.00		Section 125 Reimbursement
06/17/2024	EFT	Maria Montiel	97.06		Reimbursement for Bike Meeting
06/18/2024	21472	Pacific Gas and Electric Company	19,058.06		Utility Relocation Charges for FORTAG Construction
06/20/2024	21473	Business Card	2,393.31		Office, SRTS and Meeting Supplies, Staff Travel, Payroll Service & Professional Training
06/21/2024	EFT	Payroll	55,175.26		Payroll
06/21/2024	EFT	United States Treasury	12,416.54		Payroll Taxes & Withholding

06/21/2024	EFT	EDD	5,203.10	Payroll Taxes & Withholding
06/21/2024	EFT	EDD	87.91	Payroll Taxes & Withholding
06/21/2024	EFT	Pers Retirement	9,175.79	Employee Benefits
06/21/2024	EFT	Pers Retirement PEPRA	4,226.06	Employee Benefits
06/21/2024	EFT	CalPERS	9,392.09	Employee Benefits
06/26/2024	EFT	Graniterock		9,047.40 Railroad Right of Way Rent
06/30/2024	21474	Bruce C Delgado	319.37	Board Member Stipend
06/30/2024	21475	David L Potter	501.87	Board Member Stipend
06/30/2024	21476	Edwin D Smith	319.37	Board Member Stipend
06/30/2024	21477	Jose Rios	228.12	Board Member Stipend
06/30/2024	21478	Mary Ann Carbone	410.62	Board Member Stipend
06/30/2024	21479	Michael R LeBarre	547.50	Board Member Stipend
06/30/2024	21480	Rachel Ortiz	136.87	Board Member Stipend
06/30/2024	21481	Scott Donaldson	228.12	Board Member Stipend
06/30/2024	21482	Venkata C Poduri	365.00	Board Member Stipend
06/30/2024	21483	Fernando Cabrera (Board)	273.75	Board Member Stipend
06/30/2024	21484	Bruce Delgado	64.32	Board Member Mileage
06/30/2024	21485	Dave Potter	123.28	Board Member Mileage
06/30/2024	21486	Ed Smith	113.69	Board Member Mileage
06/30/2024	21487	Jose Rios	100.50	Board Member Mileage
06/30/2024	21488	Mary Ann Carbone	136.68	Board Member Mileage
06/30/2024	21489	Michael LeBarre	361.80	Board Member Mileage
06/30/2024	21490	Scott Donaldson	68.34	Board Member Mileage
06/30/2024	21491	Venkata Poudri	123.28	Board Member Mileage
06/30/2024	21492	Fernando Cabrera	127.92	Board Member Mileage
06/30/2024	21493	Jose A Sandoval	273.75	Board Member Stipend

06/30/2024 21494 Jose Sandoval

43.55

Board Member Mileage

<b>TOTAL</b>	<b>284,208.69</b>	<b>56,850.51</b>
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**Transportation Agency for Monterey County (TAMC)**  
**Union Bank Operating Account**  
**July 2024**

DATE	ITEM	NAME	CHECK	DEPOSIT	DESCRIPTION
07/01/2024	EFT	CalPers Health Benefits	14,436.85		Employee Benefit
07/02/2024	21496	Clinica de Salud del Valle de Salinas	9,038.42		Rent
07/05/2024	EFT	Payroll	57,197.17		Payroll
07/05/2024	EFT	United States Treasury	12,296.54		Payroll Taxes & Withholding
07/05/2024	EFT	EDD	5,163.88		Payroll Taxes & Withholding
07/05/2024	EFT	EDD	75.37		Payroll Taxes & Withholding
07/05/2024	EFT	Pers Retirement	9,175.79		Employee Benefits
07/05/2024	EFT	Pers Retirement PEPRA	4,701.50		Employee Benefits
07/05/2024	EFT	CalPERS	9,638.11		Employee Benefits
07/05/2024	EFT	United States Treasury	604.42		Payroll Taxes & Withholding
07/05/2024	EFT	EDD	106.65		Payroll Taxes & Withholding
07/05/2024	EFT	EDD	43.45		Payroll Taxes & Withholding
07/05/2024	EFT	Jefferson Kise	159.86		125 Plan Reimbursement
07/05/2024	EFT	Elouise Rodriguez	99.40		Meeting Supplies
07/05/2024	EFT	Laurie Williamson	72.08		Expense Reimbursement
07/05/2024	DEP	Newton, City of Marina, Lithia and Giustiniani		12,010.58	Railroad Right of Way Rent
07/05/2024	DEP	Williamson		28.45	Reimbursement
07/05/2024	EFT	TAMC County Acct. 691		400,000.00	Funds Transfer From TAMC County Acct. 691
07/09/2024	21497	AAMCOM LLC	592.00		SAFE Call Box - Answering Service
07/09/2024	21498	Alliant Insurance	1,413.00		Crime Insurance
07/09/2024	21499	Alvarez Technology Group, Inc. (CA)	4,822.98		Computer Support
07/09/2024	21500	Burke, Williams & Sorensen LLP	1,160.00		Right of Way Legal Services for Salinas Rail Extension Kick-Start Project
07/09/2024	21501	City of Salinas False Alarm Reduction Prg	1.00		Annual Fee
07/09/2024	21502	De Lage Landen Financial Services	319.02		Office Copier Lease
07/09/2024	21503	Delta Dental	1,120.73		Employee Benefits
07/09/2024	21504	GHD Inc. (formerly Omni Means)	263,459.02		Design Engineering Services for FORTAG Del Rey Oaks and California Segments
07/09/2024	21505	Government Finance Officers Association	160.00		Annual Membership
07/09/2024	21506	HDR Engineering Inc.	23,843.78		Engineering Design for Salinas Rail Extension Kick-Start Project
07/09/2024	21507	Khouri Consulting LLC	6,000.00		State Legislative Consultant
07/09/2024	21508	Kimley-Horn & Associates, Inc.	49,585.00		Professional Services for the US 101 Project
07/09/2024	21509	Knightscope Inc.	3,368.32		SAFE - Call Box Maintenance
07/09/2024	21510	Lincoln National Life Insurance Co.	930.84		Employee Benefits
07/09/2024	21511	Monterey Peninsula Chamber of Commerce	400.00		Annual Dues
07/09/2024	21512	Office of the County Counsel	6,841.90		Legal Services
07/09/2024	21513	Salinas Valley Chamber of Commerce	450.00		Annual Dues
07/09/2024	21514	Smile Business Products Inc.	213.81		Office Copier Expenses
07/09/2024	21515	Streamline	84.00		Rideshare Website Platform Service
07/09/2024	21516	The Maynard Group	357.14		Telephone Equipment Lease
07/09/2024	21517	Thorn Run Partners, LLC	5,000.00		Federal Legislative Consultant
07/09/2024	21518	Trucksis Ent. Inc.	642.73		Meeting and Event Signage
07/09/2024	21519	Verizon Wireless	52.55		Call Box-Phone Service
07/09/2024	21520	VSP	228.70		Employee Benefits
07/09/2024	21521	We The Creative	2,075.47		Design Services for RTP Report
07/09/2024	21522	Burke, Williams & Sorensen LLP	40.00		Right of Way Legal Services for Salinas Rail Extension Kick-Start Project
07/10/2024	21523	Petty Cash	193.31		Miscellaneous Office Expenses
07/12/2024	DEP	State of California		35,682.68	SAFE - Revenue - May 2024

07/12/2024	DEP	City of Greenfield		6,359.00	Local Agency Contribution 24/25
07/12/2024	DEP	Monterey Motors, Marina Concrete and Cappel		7,613.55	Railroad Right of Way Rent
07/12/2024	EFT	TAMC County Acct. 691		150,000.00	Funds Transfer From TAMC County Acct. 691
07/13/2024	EFT	United States Treasury	604.42		Payroll Taxes & Withholding
07/15/2024	EFT	Pers Retirement	89,120.00		Employee Benefits
07/16/2024	21524	San Jose State University	1,485.00		Tuition Stipend
07/17/2024	EFT	U.S. Bancorp	47.85		Bank Service Charges
07/19/2024	EFT	Payroll	62,668.47		Payroll
07/19/2024	EFT	United States Treasury	13,543.12		Payroll Taxes & Withholding
	EFT	United States Treasury	328.52		Payroll Taxes & Withholding
07/19/2024	EFT	EDD	5,816.02		Payroll Taxes & Withholding
07/19/2024	EFT	EDD	46.58		Payroll Taxes & Withholding
07/19/2024	EFT	Pers Retirement	10,054.29		Employee Benefits
07/19/2024	EFT	Pers Retirement PEPRA	4,939.91		Employee Benefits
07/19/2024	EFT	CalPERS	8,575.00		Employee Benefits
07/19/2024	EFT	Amelia W Conlen	2,791.79		Reimbursement of Travel and Training Expenses
07/19/2024	EFT	Elouise Rodriguez	29.09		Mileage Reimbursement
07/19/2024	DEP	Cities of Monterey, Gonzales, Salinas and Del Rey Oaks		64,823.00	Local Agency Contribution 24/25
07/19/2024	DEP	City of Marina		5,823.00	Railroad Right of Way Rent
07/19/2024	DEP	Sambrano		6.00	Overpaid Reimbursement Expenses
07/22/2024	21525	Alvarez Technology Group (TX)	680.09		Computer Equipment Lease
07/22/2024	21526	Business Card	9,222.66		Office and Meeting Supplies, Staff Travel, Payroll Service & Professional Training
07/22/2024	21527	Calcog	4,004.00		Staff Development & Travel
07/22/2024	21528	California Highway Patrol	241.37		Freeway Service SAFE Call Box Program
07/22/2024	21529	Comcast	270.94		Telecommunication
07/22/2024	21530	Lincoln National Life Insurance Co.	873.92		Employee Benefits
07/22/2024	21531	Monterey County Weekly	208.01		RFP Advertising for Services for the Regional Development Impact Fee
07/22/2024	21532	Oppidea, LLC	2,685.00		Accounting Services
07/22/2024	21533	Union Pacific Railroad Company	4,570.11		Engineering Design for Salinas Rail Extension Kick-Start Project
07/22/2024	21534	We The Creative	3,850.77		Design Services for CTC Event
07/22/2024	21535	Whitson Engineers Inc.	409.50		Professional Services for the Wayfinding Project
07/22/2024	21536	Rachel Ortiz	133.62		Board Member Mileage
07/25/2024	EFT	TAMC County Acct. 691		400,000.00	Funds Transfer From TAMC County Acct. 691
07/26/2024	DEP	City of Sand City, City of King and Monterey County		139,439.00	Local Agency Contribution 24/25
07/26/2024	DEP	Haedich and Wavedivision		2,311.27	Railroad Right of Way Rent
07/30/2024	21537	Clinica de Salud del Valle de Salinas	9,038.42		Rent
07/31/2024	21538	4M Analytics Inc.	45,000.00		Underground Utility Mapping for US 101
07/31/2024	21539	Alvarez Technology Group, Inc. (CA)	17,456.74		Computer Support
07/31/2024	21540	Amber Mendez	80.00		Meeting Services
07/31/2024	21541	Calcog	550.00		Employee Training
07/31/2024	21542	City of King City	5,000.00		TAMC Sponsorship for City of King Ciclovía 2024
07/31/2024	21543	City of Seaside	52,643.04		Fort Ord Property Pollution Insurance
07/31/2024	21544	Ecology Action	113,990.10		Services for the Safe routes to School Projects for Alisal Greening & NMC Schools
07/31/2024	21545	HDR Engineering Inc.	81,873.89		Engineering Design for Salinas Rail Extension Kick-Start Project
07/31/2024	21546	Kimley-Horn & Associates, Inc.	34,662.85		Professional Services for the US 101 Project
07/31/2024	21547	MNS Engineers, INC.	73,735.11		Construction Management Services for FORTAG Del Rey Oaks Segment
07/31/2024	21548	Void	0.00		Voided Check
07/31/2024	21549	Office of the County Counsel	5,983.20		Legal Services
<b>TOTAL</b>			<b>1,163,378.19</b>	<b>1,224,096.53</b>	

Credit Card MAY 2024



ELOUISE RODRIGUEZ

Business Card

May 05, 2024 - June 04, 2024

Cardholder Statement

Account Information:  
www.bankofamerica.com

Mail Billing Inquiries to:  
BANK OF AMERICA  
PO BOX 660441  
DALLAS, TX 75266-0441

Mail Payments to:  
BUSINESS CARD  
PO BOX 15796  
WILMINGTON, DE 19886-5796

Customer Service:  
1.800.673.1044, 24 Hours

Outside the U.S.:  
1.509.353.6656, 24 Hours

For Lost or Stolen Card:  
1.800.673.1044, 24 Hours

Business Offers:  
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total ..... \$6,393.31  
Minimum Payment Due ..... \$63.93  
Payment Due Date ..... 07/01/24  
**Late Payment Warning:** If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:  
\$0.00 for balance less than \$100.01  
\$29.00 for balance less than \$1,000.01  
\$39.00 for balance less than \$5,000.01  
\$49.00 for balance equal to or greater than \$5,000.01

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance ..... \$15,532.49  
Payments and Other Credits ..... -\$15,532.49  
Balance Transfer Activity ..... \$0.00  
Cash Advance Activity ..... \$0.00  
Purchases and Other Charges ..... \$6,393.31  
**Fees Charged ..... \$0.00**  
**Finance Charge ..... \$0.00**  
New Balance Total ..... \$6,393.31  
Credit Limit ..... \$20,000  
Credit Available ..... \$13,606.69  
Statement Closing Date ..... 06/04/24  
Days in Billing Cycle ..... 31

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
<b>Payments and Other Credits</b>				
05/20	05/19	PAYMENT - THANK YOU	14015300000000505395903	- 15,532.49
<b>TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD</b>				<b>-\$15,532.49</b>
<b>Purchases and Other Charges</b>				
05/07	05/06	AMZN Mktp US*7W63O5Z33 8662161072 WA		1,441.55
05/07	05/06	DEVICEMAGIC 8559970800 NC		192.60
05/09	05/08	INTUIT *TSheets 8338309255 CA		140.00
05/13	05/11	INTUIT *null 6004468848 CA		2,099.00
05/17	05/15	TST* BIRRIERIA AND RES 6176820225 CA		387.60
05/21	05/20	ZOOM.US 888-799-9866 8887999666 CA		11.76

Account Number:  
May 05, 2024 - June 04, 2024

New Balance Total ..... \$6,393.31  
Minimum Payment Due ..... \$63.93  
Payment Due Date ..... 07/01/24

BUSINESS CARD  
PO BOX 15796  
WILMINGTON, DE 19886-5796

ELOUISE RODRIGUEZ  
TAMC  
ATTN DAVE DELFINO  
55 PLAZA CIR STE B  
SALINAS, CA 93901-2952

Enter payment amount

\$

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BUSINESS CARD,  
or make your payment online at  
www.bankofamerica.com

ELOUISE RODRIGUEZ

May 05, 2024 - June 04, 2024

Page 3 of 4

**Transactions**

Posting Date	Transaction Date	Description	Reference Number	Amount
05/21	05/20	SMART AND FINAL 431 8317541068 CA		137.67
05/22	05/20	ODP BUS SOL LLC # 1011 5104971900 CA		554.79
05/22	05/21	DOLLAR TREE SALINAS CA		13.76
05/23	05/21	STARBUCKS STORE 06629 8317513420 CA		44.00
05/23	05/21	ODP BUS SOL LLC # 1011 5104971900 CA		33.08
05/23	05/22	LA PLAZA BAKERY - GONZ 8316752337 CA		128.41
05/24	05/23	GOVERNMENT FINANCE OFF CHICAGO IL		85.00
05/27	05/24	ADOBE *ADOBE 4085366000 CA		218.78
05/27	05/25	TMOBILE POSTPAID WEB 8009378997 WA		65.00
05/27	05/24	SPLASH CAR WASH 8317558000 CA		15.00
05/27	05/24	SALINAS ACE HARDWARE 4087781550 CA		5.44
05/27	05/24	ASAP SIGNS AND PRINTIN SALINAS CA		24.85
05/27	05/24	OFFICEMAX/DEPOT 6260 SALINAS CA		323.96
05/27	05/24	OFFICEMAX/DEPOT 6260 SALINAS CA		316.81
05/29	05/28	SPLASH CAR WASH 8317558000 CA		15.00
05/30	05/29	STARBUCKS 06463 DEL REY OAKS CA		22.00
05/31	05/31	AMZN Mktp US*DP5QS5F03 8662161072 WA		29.49
06/03	05/31	AMZN Mktp US*RD3UC3XB3 8662161072 WA		87.36
06/04	06/03	BOXERSGYM 8887463305 CA	82716214155900018156434	1.00
<b>TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD</b>				<b>\$6,393.31</b>

**Finance Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	17.99%	\$0.00	\$0.00
CASH	29.49% V	\$0.00	\$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

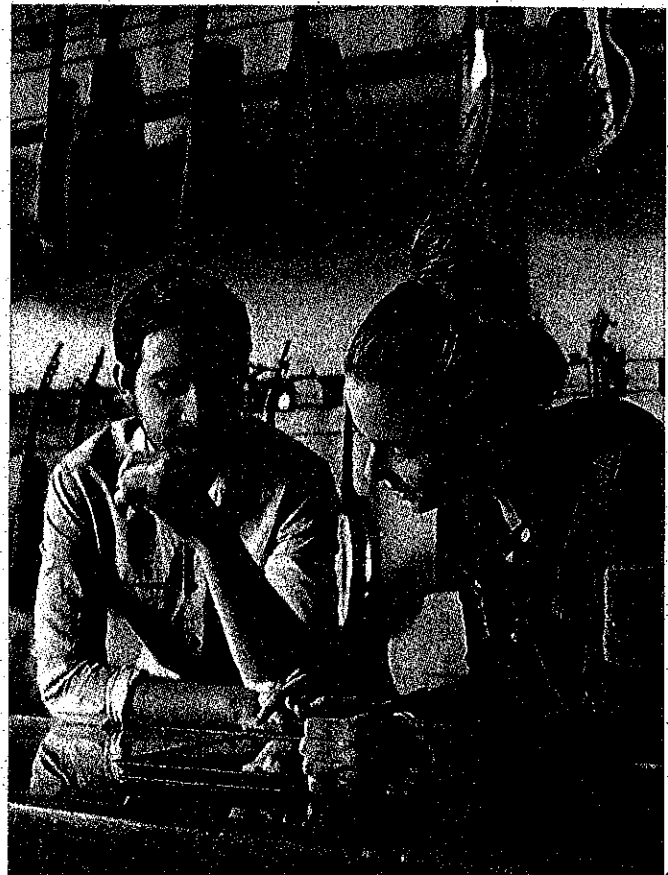
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We see the importance of your business

At Bank of America, we are grateful that you have chosen us for your everyday banking needs and are here for you with tools, resources and expertise you can count on for continued financial growth.



To learn more about how we can serve you, scan this code or visit [bankofamerica.com/SmallBusiness/Resources](https://bankofamerica.com/SmallBusiness/Resources).



When you use the QR code feature, certain information is collected from your mobile device for business purposes. SSM-10-23-0365.C | 6024375



Credit Card JUNE 2024



ELOUISE RODRIGUEZ

Business Card

June 05, 2024 - July 04, 2024

Cardholder Statement

Account Information:  
www.bankofamerica.com

Mail Billing Inquiries to:  
BANK OF AMERICA  
PO BOX 660441  
DALLAS, TX 75266-0441

Mail Payments to:  
BUSINESS CARD  
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1.800.673.1044, 24 Hours

Outside the U.S.:  
1.509.353.6656, 24 Hours

For Lost or Stolen Card:  
1.800.673.1044, 24 Hours

Business Offers:  
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total ..... \$9,222.66  
Minimum Payment Due ..... **\$92.23**  
Payment Due Date ..... **07/31/24**

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, You may have to pay a fee based on the outstanding balance on the fee assessment date:  
\$0.00 for balance less than \$100.01  
\$29.00 for balance less than \$1,000.01  
\$39.00 for balance less than \$5,000.01  
\$49.00 for balance equal to or greater than \$5,000.01

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance ..... \$6,393.31  
Payments and Other Credits ..... -\$6,497.38  
Balance Transfer Activity ..... \$0.00  
Cash Advance Activity ..... \$0.00  
Purchases and Other Charges ..... \$9,326.73  
**Fees Charged ..... \$0.00**  
**Finance Charge ..... \$0.00**  
New Balance Total ..... \$9,222.66

Credit Limit ..... \$20,000  
Credit Available ..... \$10,777.34  
Statement Closing Date ..... 07/04/24  
Days in Billing Cycle ..... 30

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
<b>Payments and Other Credits</b>				
06/06	06/03	FRAUD DISPUTE		- 1.00
07/01	06/26	OFFICEMAX/DEPOT 6260 SALINAS CA		- 93.07
07/01	06/30	PAYMENT - THANK YOU		- 6,393.31
07/04	07/04	ZOOM.US Cashback EasySavings NY		- 10.00
<b>TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD</b>				<b>-\$6,497.38</b>
<b>Purchases and Other Charges</b>				
06/05	06/03	STAR MARKET SALINAS CA		30.06
06/06	06/04	TST* THE BAGEL CORNER 6176820225 CA		28.74
06/06	06/05	WWW.TAX1099.COM FAYETTEVILLE AR		26.16

Account Number  
June 05, 2024 - July 04, 2024

New Balance Total ..... \$9,222.66  
Minimum Payment Due ..... **\$92.23**  
Payment Due Date ..... **07/31/24**

Enter payment amount

\$

For change of address/phone number, see reverse side.

BUSINESS CARD  
PO BOX 15796  
WILMINGTON, DE 19886-5796

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ATTN DAVE DELFINO  
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SALINAS, CA 93901-2952

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FI OUISE RODRIGUEZ

June 05, 2024 - July 04, 2024

Page 3 of 4

**Transactions**

Posting Date	Transaction Date	Description	Reference Number	Amount
06/07	06/06	DEVICEMAGIC 8559970800 NC		192.60
06/07	06/05	STAR MARKET SALINAS CA		42.52
06/11	06/11	FuboTV Inc 8444413826 NY		34.64
06/12	06/11	AMZN Mktp US*P73VQ4PD3 8662161072 WA		13.49
06/12	06/11	INTUIT *TSheets 8338309255 CA		156.00
06/12	06/11	IN *CENTRUM SOUND SYST 5307681444 CA		1,375.57
06/12	06/12	AMZN Mktp US*O38VV04C3 8662161072 WA		41.42
06/13	06/12	AMZN Mktp US*K22YZ7343 8662161072 WA		109.02
06/13	06/13	AMAZON RETAIL* 116 SEATTLE WA		31.33
06/14	06/12	TST* BIRRIERIA AND RES 6176820225 CA		441.42
06/14	06/13	SQ *COPYPAT 8774174551 CA		65.55
06/17	06/14	AMAZON MKTPL*573SN47U3 8662161072 WA		8.57
06/17	06/15	AMZN Mktp US*2S4VPOGD3 8662161072 WA		71.09
06/19	06/18	AMAZON MKTPL*MG8N480X3 8662161072 WA		7.01
06/19	06/17	ODP BUS SOL LLC # 1011 7134601776 TX		6.98
06/19	06/17	ODP BUS SOL LLC # 1011 5104971900 CA		221.83
06/21	06/21	TMOBILE POSTPAID WEB 8009378997 WA		72.35
06/24	06/21	USPS PO 0567020320 SALINAS CA		8.84
06/24	06/21	OFFICEMAX/DEPOT 6260 SALINAS CA		93.07
06/26	06/25	ZOOM.US 888-799-9666 8887999666 CA		2.87
06/26	06/25	FEDEX OFFIC51700051755 8317699855 CA		667.10
06/26	06/26	ADOBE *ADOBE 4085366000 CA		387.23
06/27	06/25	STARBUCKS STORE 06629 8317513420 CA		44.00
07/01	06/27	DUST BOWL BREWERY TAPR 2094272089 CA		2,258.84
07/01	06/30	ZOOM.US 888-799-9666 8887999666 CA		2,612.61
07/03	07/03	AMAZON MKTPL*R70S19ZH1 8662161072 WA		52.42
07/03	07/03	AMAZON MKTPL*R760F65Y0 8662161072 WA		213.00
07/03	07/03	AMAZON MAR* 113-521275 SEATTLE WA		10.40
<b>TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD</b>				<b>\$9,326.73</b>

**Finance Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	17.99%	\$0.00	\$0.00
CASH	29.49% V	\$0.00	\$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

**Important Messages**

We want to remind you of a few things you can do to help avoid late fees and finance charges:

- Schedule automatic payments to your corporate account, so they're not late.
  - Create alerts to let you know when your payments are due or posted to your corporate account, and have them delivered to your phone or email.
- Turn on automatic payments and alerts through Business Advantage 360 at [Bankofamerica.com/SmallBusiness](https://www.bankofamerica.com/SmallBusiness) or our mobile app.

**Memorandum**

**To:** Board of Directors  
**From:** Jefferson Kise, Director of Finance & Administration  
**Meeting Date:** August 28, 2024  
**Subject:** **Contracts Awarded under \$50,000**

---

**RECOMMENDED ACTION:**

**RECEIVE** list of contracts awarded under \$50,000.

**SUMMARY:**

The list of contracts awarded by the Transportation Agency for Monterey County for services under \$50,000 approved by the Executive Director is submitted each month in accordance with the Agency's Procurement Policies to keep the Board informed.

**FINANCIAL IMPACT:**

The revenue source for each specific contract is in the approved Agency budget or has been approved by a specific Agency Board action.

**DISCUSSION:**

The Procurement Policies of the Transportation Agency for Monterey County state that contracts for services and annual extensions of such contracts for \$50,000 or less may be approved by the Executive Director, if the revenue source for the specific contract is in the approved Agency budget or is approved by a specific Agency Board action. The policies also require the Executive Director to submit a report to the Board identifying any contracts valued at \$50,000 and under, entered into in the preceding quarter.

The attached list of contracts awarded by the Transportation Agency for Monterey County for services under \$50,000 approved by the Executive Director is submitted each month to keep the Board informed.

**ATTACHMENTS:**

1. Contracts under \$50,000 Aug 2024 Board

**WEB ATTACHMENTS:**

**Contracts for services and annual extensions of such contracts for \$50,000 or less may be approved by the Executive Director, if the revenue source for the specific contract is in the approved Agency budget or is approved by a specific Agency Board action. The Executive Director shall include a quarterly report to the Board identifying any contracts valued at \$50,000 and under, entered into in the preceding quarter.**

**Contracts Under \$50,000  
(but greater than \$5,000)  
Board Report date: Aug 2024**

<b>Staff</b>	<b>Consulting Firm/ Agency</b>	<b>Contract Activity</b>	<b>Start Date</b>	<b>End Date</b>	<b>Contract amount</b>	<b>Work Element</b>	<b>Fund Source</b>
Amelia	Center for Community Advocacy	Community Outreach for North Monterey County Safe Routes to Schools Plan Steering Committee	May 15 <sup>th</sup> , 2024	June 30 <sup>th</sup> , 2026	\$30,976	6732 + 7100	Caltrans Planning + Measure X SRTS
Mike	Bender Rosenthal, Inc.	Monterey Branch Line Appraisal Services	August 1, 2024	June 30, 2025	\$43,000	6804	Lease Revenue
Doug	Kimley-Horn	Toro Park School Design	Aug 20, 2024	March 1, 2025	\$19,471	7410	Measure X

**Memorandum**

**To:** Board of Directors  
**From:** Christina Watson, Director of Planning  
**Meeting Date:** August 28, 2024  
**Subject:** **Conferences and Training Attended by Agency Staff**

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**RECOMMENDED ACTION:**

**RECEIVE** report on conferences or trainings attended by agency staff.

**SUMMARY:**

Agency staff attend conferences or trainings at Agency expense that are pertinent to their roles in pursuing the Agency's mission. These events allow the staff to stay current and participate in the development of transportation practices and policies related to their roles.

**FINANCIAL IMPACT:**

Expenses related to staff training are included in the Travel and Training item in the adopted Agency budget.

**DISCUSSION:**

From May 6-9, 2024, Alissa Guther, Transportation Planner, attended the National Association of City Transportation Officials (NACTO) Designing Cities Conference in Miami, FL. The NACTO Designing Cities Conference brings together 1,000 officials, planners, and practitioners to advance the state of transportation in cities across North America.

From June 4-6, 2024, Amelia Conlen, Senior Transportation Planner, attended the Netherlands Study Visit 2024 with the Dutch Cycling Embassy in The Hague, Rotterdam, and Delft, Netherlands.

Summaries of the conferences attended are **attached**.

**ATTACHMENTS:**

1. NACTO conference write up
2. Dutch Cycling Embassy Netherlands Trip

**WEB ATTACHMENTS:**

# Memorandum

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**To:** Board of Directors  
**From:** Alissa Guther  
**Meeting Date:** May 7, 2024-May 9, 2024  
**Subject:** National Association of City Transportation Officials Conference

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On May 7-9th, 2024, I attended the National Association of City Transportation Officials (NACTO) conference in Miami, Florida. NACTO is “an association of 100 major North American cities and transit agencies formed to exchange transportation ideas, insights and practices and cooperatively approach national transportation issues.” (NACTO website). The conference was held in Miami-Dade County, Florida, the first time the conference was held in the Southeast United States and an opportunity to explore an area that is actively developing more active transportation and transit options. An exciting aspect of the conference are the walk shops that allow attendees to explore the region on foot, bikes, transit and get a real life understanding of the infrastructure and history of Miami. The conference also offered peer sessions, roundtables, plenary sessions and a Meet the Cities poster session.

## **Key Sessions and Takeaways:**

### **Day 1:**

#### **Opening Plenary: Polly Trottenberg, USDOT Deputy Secretary; Jeff Tumlin, SFMTA**

- Focus on Accessibility, Equity in Communities
- Designing for Climate Hazards and weather changes
- Adapting to technological advancements

#### **Peer Session: The Future of Transportation is Shared**

- Panel of shared mobility providers in private and public sector
- Bluebikes: Provider in Boston. Sustainable, accessible, reliable, affordable and approach. Focus on communications and outreach that reflect communities
- Detroit Office of Mobility Innovation: shared electric scooters, “MoGo Bikeshare”. Collaboration between city and micromobility partners to ensure equitable and accessible distribution of scooters. Used Detroit Bike Challenge campaign, Detroit Bike Summit to encourage participation and use of the service.

## Day 2:

### Plenary: Access Means Freedom- How we can repair and reconnect our communities-

#### Veronica Davis

Speaker Veronica Davis emphasized the progress that can be made in cities and states that face political blockages or obstacles to funding transit projects. There are permitting and policy requirements that pose challenges new transit projects in Florida and Texas, but these states and areas are still moving forward. Texas is getting high speed rail, and Florida is prioritizing active transportation. Indianapolis just blocked an effort to stall bus rapid transit projects.

She also discussed her three tips for what to do when we run into obstacles in work:

- Plan for what you want to see
- You might not build it, but you are still essential in the process
- Rest

### Meet the Cities Poster Session

- City posters I saw:
  - o **2024 Transportation Justice Fellow Poster: Queer BIPOC Perspectives**
  - o **Pittsburgh POGO Bikeshare Creating Equality in Pittsburgh's BIPOC Communities**
  - o **Fremont, CA Active Transportation Plan:** Vision Zero work, combined with SRTS work. Quick Builds in suburban areas, shifting paradigms.
  - o **Los Angeles, CA: Safe Routes for Seniors**
  - o **Families United Gaining Accessibility (FUGA) Tucson, AZ:** innovation project aimed at getting more people on bikes and providing comprehensive access to bike/shared mobility programs in Tucson.

### Walkshop: Key Biscayne Visit

- Island off the coast of Miami, accessed by one entry/exit: causeway that can phase major delays and closure due to construction, crashes or weather events. The island is split into three distinct areas: industrial, residential and parkland. Base flood elevation is +1 foot above sea level.
- One of the densest areas in US with 15,000 people per square mile
- Also, one of richest: \$10 billion is cumulative tax revenue on property on the island.
- Young population that uses lots of bikes. An on-demand EV shuttle is set to replace the bus network, currently there is bus service from Miami-Dade
- Restoration efforts from last 5 years to beaches that have been severely damaged by storms. Beach nourishment with sand and vegetation has improved the quality of the beach and made beaches bigger.
- Eventually most homes will have to be raised due to flooding, as well as roads and bridges/culverts etc. modified due adapt to rising sea levels.

### **Day 3:**

#### **Peer Session: The Protected Bike Lane (R)evolution**

Charlie Ho, Emily Dalphy, Fontaine Barruss, Kimberly Leung, Sonela Ardekani

- Cities that are implementing quick build protected bike lanes and separated bikeways within a range of roadway types.
- Toronto, Ontario Cycling network improvements: Climate benefits to improved cycling infrastructure. Combination of Design guidelines, Vision Zero work, Complete Streets guidelines, climate action strategy and accessibility focused policies.
- Creation of Cycling guide, maps to inform Cycling network plan update to increase network of bike lanes
- Discussion of quick vs permanent build types: quick is more flexible, shorter timeline and works with existing infrastructure but needs more maintenance and can have less impact; permanent is slower but more durable and with safer intersection designs

#### **Peer Session: The Science of Asphalt Art**

Gabriela Barillas: Street Mural in Tucson, AZ with a Community Focus.

- Tucson, AZ project to bring a mural to a large arterial street in downtown Tucson. Process included getting community input about the design, colors and placement of the mural. Community volunteers helped paint the mural during a street fair. The mural reflects the history of Tucson and mirrors its culture while providing traffic calming benefits.

#### **Peer Session: Beat the Heat: Bus Stops as Critical Climate Infrastructure**

- Recognizing that it is critical to protect people from extreme heat at bus stops
- Shade, misters and other heat reduction tools implemented in Miami
- Key Takeaways: Integrative partnerships will yield more successful projects/bring projects to fruition
- Focus on community feedback and surveys to understand need

### **Conclusion:**

The NACTO conference offered a comprehensive look into regional and national projects related to transportation planning and design. I was able to network and meet people with expertise in climate, safety and outreach in transportation improvements. I learned valuable lessons and insights that I can bring to my projects at TAMC.



# Memorandum

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**To:** Board of Directors  
**From:** Amelia Conlen, Senior Transportation Planner  
**Meeting Date:** Tuesday, June 4<sup>th</sup> – Thursday, June 6<sup>th</sup>  
**Subject:** Dutch Cycling Embassy Study Visit, June 2024

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From June 4<sup>th</sup> – 6<sup>th</sup>, I joined a delegation of local public agency staff and elected officials on a study visit to the Netherlands hosted by the Dutch Cycling Embassy. The Dutch Cycling Embassy is an organization that seeks to share their expertise and technology to facilitate cycling worldwide as an efficient and sustainable method of transport. Cycling not only contributes significantly to urban mobility, road safety and emission reductions, but also has positive impacts on the economy, social inclusion, and health. The Netherlands has the highest bicycle use in the world and provides the widest range of cycling expertise and infrastructure. The Dutch Cycling Embassy partners with jurisdictions from around the world that want to improve cycling in their communities with the help of Dutch expertise.

For this trip, Ecology Action of Santa Cruz organized a delegation to visit the Netherlands and learn about Dutch cycling infrastructure and policies. During the three-day study visit, the delegation visited the cities of The Hague, Rotterdam, and Delft. Among those attending were staff and elected officials from Santa Cruz County and a staff member from the Association of Monterey Bay Area Governments (AMBAG).

## **Key Sessions and Takeaways:**

### **Day 1: The Hague**

#### **Presentations:**

- 1. Teun Zeegers, Ministry Infrastructure and Water management**
  - a. Overview of Dutch bike data – 28% of trips made by bicycle, 18.3 billion km in 2022
  - b. Biking is most popular for short trips – 500 m to 5 km
  - c. Older adults are using e-bikes more for short trips
  - d. Bike is the main mode of transport for education-related trips
  - e. Netherlands has 153,000 km of cyclepaths
- 2. Network Planning by Teije Gorris**
  - a. Critical to plan for a comprehensive network of short, fast routes between origins and destinations. Minimize detours.
  - b. Road classification dictates bike facility design – roads over 30 mph need separated bikeways in the Dutch context

- c. Separate bike and car networks where possible
- d. Some Dutch cities have allowed travel through the city for bikes but not for cars – takes longer to drive

### **3. Infrastructure Design by Matt Bearden**

- a. Overview of Dutch roadway types & principles safe street design
- b. Emphasis on forgiving infrastructure – slow speeds at conflict points, tiny curbs next to bicycle paths.
- c. Description of Dutch design details
- d. How to implement in the American context – start with Class IV in street, eventually redesign so that bike lane is level with the sidewalk.

### **Bicycle Tour: The Hague**

Tour of variety of infrastructure types in a large city, including neighborhood streets, cyclepaths, and recreational routes along the coast.

## **Day 2: Rotterdam**

### **Presentations:**

#### **1. City of Rotterdam Bicycle Planning by Bart Christiaens**

- a. Overview of history of Rotterdam: city was heavily bombed during WWII and was rebuilt as a car-oriented city. Rebirth of interest in cycling started in 1980s.
- b. Provided overview of how the city continues to expand cycling infrastructure through different political administrations – shifting the focus of their work to match the focus of the current administration (safety, climate resilience, etc.)
- c. Emphasis on storytelling – they are not talking about building bike lanes, they're talking about building great cities and great public spaces.
- d. Need for policy alignment between various plans to support investment in cycling.

#### **2. Car Management by Ruxandra Aelenei, RA Planning**

- a. Can't build our way out of traffic congestion, so need to manage cars to provide other modes of travel and create livable cities
- b. Car management through network design, street design, parking policy, and urban design.
  - i. Utrecht started charging for all parking within the city. Lower rates for residents, higher rates visitors.

#### **3. Intersection Design by Maurits Lopez Cardozo, Bike-minded**

- a. Designing for different types of users – different needs for people biking for transportation vs. recreation
- b. Start with a coherent network of bike facilities
- c. Examples of intersection design for local and collector streets
- d. The Netherlands has been upgrading traffic lights to roundabouts – safer, no operational costs
- e. Discussion of major barriers – freeways, waterways, railways. Grade separation for bikes is preferred in this situations.

### **Bicycle Tour: Rotterdam**

Tour of large port city, including public plaza with flexible space for walking and biking, separated bicycle paths on large bridges, bicycle tunnel under a large river, Dutch-style roundabout, and advisory bike lanes.

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### **Day 3: Delft**

#### **Presentation on School Zones & Pop-Up Demonstrations – Lennert Nout, Mobycon Consulting**

##### **1. School Zones**

- a. Design for the behavior you want: wide streets = high speeds.
- b. Ideal scenario in the Dutch context is for the area 100 meters around schools to be car-free and reserved for cycle paths, parents waiting for their kids, and play spaces. Areas 100-500 meters around schools are used for drop-off zones and slow-speed neighborhood streets.

##### **2. Pop-up to Permanent**

- a. Shared examples of using demonstration projects to experiment with new street designs. Overview of types of temporary projects based on duration and type of road redesign.

### **Bicycle Tour: Delft**

Tour of small university town, including routes designed for high volumes of student bicycle traffic, Dutch-style roundabouts, bicycle underpass under a rail line, and a car-free school zone with various traffic calming measures in place.

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### **Conclusion**

The Dutch Embassy Study Visit provided a comprehensive overview of Dutch road design and how they support and encourage the highest rates of cycling in the world. The trip emphasized that the Dutch are not that different than us – they've just been working longer to build bicycle networks in their communities. It was inspiring to hear about their progress and experience world-class bike infrastructure, which is used by people of all ages and abilities. The trip also inspired conversation and the potential for future collaboration between public agency staff in Santa Cruz County.

**Memorandum**

**To:** Board of Directors  
**From:** Jefferson Kise, Director of Finance & Administration  
**Meeting Date:** August 28, 2024  
**Subject:** **Hinderliter, de Llamas and Associates (HdL) - Measure X Sales Tax Forecasting and Auditing Contract Amendment #2**

**RECOMMENDED ACTION:****Measure X sales tax forecasting and auditing service contract amendment:**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #2 with Hinderliter, de Llamas and Associates (HdL) for the Agency's Measure X sales tax forecasting and auditing service to extend the term for an additional three years and increase the budget by \$27,000 for a new total contract budget of \$81,000
2. **AUTHORIZE** the use of funds from the approved budget for this project;
3. **FIND** that this amendment is justified as a sole source due to the efficiencies that support an award to the existing consultant as a logical follow-on to work already in progress under a competitively awarded contract; and
4. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

**SUMMARY:**

Agency staff is seeking to increase the budget and extend the term on the competitively-awarded contract with Hinderliter, de Llamas and Associates (HdL) to allow for a continuation of the Agency's sales tax forecasting and auditing services.

**FINANCIAL IMPACT:**

This proposed amendment would add \$27,000 of Agency funds budgeted to this project to increase the not-to-exceed amount to \$81,000.

**DISCUSSION:**

At the March 28, 2018, meeting and after a competitive solicitation process, the Transportation Agency Board of Directors approved a three-year contract with Hinderliter, de Llamas and Associates (HdL) to provide Measure X sales tax forecasting and auditing. With this agreement for services, HdL provides quarterly updates to the Agency on expected Measure X revenues, trends that could affect revenue generation, and sales tax auditing and collection services for tax receipts that are miscalculated or misallocated by the California Department of Tax and Fee Administration. Amendment #1 to the contract was approved May 26, 2021, adding \$27,000 to the budget for a total not to exceed amount of \$54,000 expiring June 30, 2024.

With the expiration of Amendment #1 on June 30, 2024, Transportation Agency staff is seeking to extend the agreement for another three years to continue with the existing set of services. Hinderliter, de Llamas and Associates has so far fulfilled the scope of work and met the terms of the agreement. The proposed contract amendment #2 with HdL updates the term of the agreement to June 30, 2027 and increases the budget by \$27,000 to complete this work as a logical follow-on to work already in progress under a competitively bid contract. The proposed additional budget is at the same rate as the current contract of \$9,000 per year to provide funding for the additional three years. At the expiration of this proposed amendment, Agency staff is expecting to release a new competitive solicitation.

**ATTACHMENTS:**

1. HdL - Measure X Sales Tax Auditing - Amendment 2 Final

**WEB ATTACHMENTS:**

**AMENDMENT #2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN**  
**THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY**  
**AND**  
**HINDERLITER DE LLAMAS & ASSOCIATES**

THIS AMENDMENT NO. 2 to the agreement dated March 28, 2018, between the Transportation Agency for Monterey County, hereinafter referred to as “TAMC,” and Hinderlitter De Llamas & Associates, hereinafter referred to as “Consultant,” is hereby entered into between TAMC and Consultant.

**RECITALS:**

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services on March 28, 2018, hereinafter referred to as “Agreement;” and
- B. **WHEREAS**, on May 26, 2021, TAMC and Consultant entered Amendment No. 1 to provide Measure X forecasting and auditing services for three years at the cost of \$27,000; and
- C. **WHEREAS**, TAMC and Consultant desire to amend the Agreement to provide Measure X forecasting and auditing services for three years at the cost of \$27,000;

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

**1. TERM OF AGREEMENT**

Paragraph 2 of the Agreement is amended as follows “The term of this Agreement shall begin upon July 1, 2018, contingent upon approval by the TAMC Board, and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC’s Project Manager specified in Paragraph 34. Unless earlier terminated as provided herein, this Agreement shall remain in force until June 30, 2027. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.”

**2. PAYMENTS TO CONSULTANT; MAXIMUM LIABILITY**

Paragraph 3 of the Agreement is amended as follows: “Subject to the limitations set forth herein, TAMC shall pay to consultant the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable or services outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set

forth in Exhibit B: Budget and shall not exceed the amount of TWENTY-SEVEN THOUSAND Dollars (\$27,000) and the total not to exceed amount to EIGHTY-ONE THOUSAND (\$81,000). If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work and Schedule) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.”

The Budget attached to the Agreement as Exhibit B is hereby replaced with the Budget attached hereto as Exhibit B-2 and shall be effective upon execution.

The Scope of Services attached to the Agreement as Exhibit A is hereby replaced with the Scope of Services attached hereto as Exhibit A-2 and shall be effective upon execution.

**3. REMAINDER OF TERMS UNCHANGED**

All other terms of the Agreement, as amended, remain in full effect.

An executed copy of this Amendment No. 2 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 2 to the Agreement with Hinderlittier De Llamas & Associates.

Hinderlittier De Llamas & Associates

TAMC

By: \_\_\_\_\_  
Robert Gray  
Vice President

By: \_\_\_\_\_  
Todd A. Muck  
Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Park  
Chief Financial Officer

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.

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Approved as to form:

\_\_\_\_\_  
TAMC Counsel

Dated: \_\_\_\_\_



## **Exhibit A-2**

### **Scope of Work**

**AS AMENDED JULY 8, 2024**

#### **A. Transactions and Use Tax Audit Program**

The following services will be performed by HdL’s audit team members under the direction of the Director of Audit Services:

- HdL will obtain Monterey County’s taxpayer registration and allocation data from the California Department of Tax and Fee (CDTFA). Once TAMC data from the countywide measure is uploaded and processed, HdL will apply a series of queries and analyses to isolate potential misallocations and deficiencies.
- HdL will develop a target list of potential point-of-sale, delivery and use errors, and senior HdL auditors will contact the appropriate company personnel in sales, operations and accounting to determine if a reporting error exists. A thorough initial audit will be supplemented by ongoing reviews of quarterly distribution reports as new data is released. All countywide payments, including direct allocations, county pool distributions and deficiency assessments will be compared to TAMC distributions to isolate all potential opportunities for revenue recovery.
- HdL will remain cognizant of the statutes governing the administrative process for recovery of misallocated transactions tax revenue (CDTFA Regulation 1828 Section (e)) and the recovery of deficient payments (Sales and Use Tax Law Section 6487) during both initial and ongoing reviews and will target all missing revenue within reach.
- HdL’s audit team will also file all necessary documentation with CDTFA on a timely basis to secure the earliest possible date of knowledge. A full-time HdL case manager will actively monitor all outstanding claims and follow up with appropriate CDTFA staff as necessary to ensure prompt correction.
- HdL will research, document, and pursue negative findings following all guidelines and deadlines stipulated by Regulation 1828. This includes formal appeals to the Sales and Use Tax Department, the Appeals Division and when/if necessary the elected Board Members.

#### **B. Transaction Tax Management Services**

The following services will be performed by HdL:

##### Economic Analysis:

HdL will scrub CDTFA’s data on an ongoing basis, fixing business addresses and re-categorizing merchants to differentiate brick and mortar retailers from “business-to-business“ suppliers and on-line retailers. HdL will further create and group businesses into additional categories not provided by the CDTFA to better track new and emerging economic trends.

Budget Projections & Monitoring:

HdL will prepare initial and mid-year projections for each of the State's seven major economic segments by eliminating payment aberrations and including recent revenue impacts such as newly opened or closed businesses. HdL will also incorporate information gathered from over 90 industry sources and from its quarterly client meetings across the state of California; the results are combined into a single estimate of anticipated revenue. HdL will also provide a single "most-likely" budget estimate, explaining variances when they occur. HdL will further enhance its projections by contacting builders of large-scale development projects to determine the estimated timing and value of potential construction-related revenue in its estimates. HdL will also provide five-year forecasts.

Management Support:

HdL will establish a consistent liaison with TAMC's coordinator and define logical checkpoints for reviewing progress towards the agreed upon objectives. Each quarter, a principal of the firm will analyze TAMC's transactions and use tax data in detail and meet with appropriate officials to review trends and make recommendations regarding the economic and budget implications of that quarter's data. When requested by TAMC, HdL principals will also meet with committees of the TAMC Board and the TAMC Board of Directors to explain transactions tax regulations and their importance to TAMC's tax base.

Reports, Transactions Tax Website, and Training:

Within one week of receiving new quarterly data, HdL staff will import TAMC's detailed transactions and use tax data into its web-based sales tax system to facilitate analysis and report preparations. The system will allow TAMC staff to search, print and export their transactions and use tax data for a variety of financial, management and planning functions. HdL will provide the ability to search transactions tax producers by business name, address, CDTFA account number and current and historical allocations. The archived quarterly transactions and use tax reports will also be accessible through the online application. HdL will provide training on use of the web-based application and ongoing upgrades.

HdL will provide quarterly transactions tax reports on both a cash and adjusted basis. Cash reports reconcile to CDTFA payments while adjusted reports accurately provide economic trending data. HdL will provide reports on major tax producers and total tax receipts as requested. The data will be presented in reports for major tax producers, by both rank and category, analysis of tax activity by category and business, district or specific areas that TAMC has specified, analysis of reporting aberrations and per capita and by number of outlet comparisons.

Additional quarterly reports will include reports by major retail outlets, business category, geo area growth and decline comparisons, historical revenue tables and top 100 taxpayer listings. Additionally, HdL will provide historical reports comparing Measure X receipts to Bradley-Burns 1% allocations and identify discrepancies between the two revenue streams.

**EXHIBIT B-2**  
**BUDGET**  
**AS AMENDED JULY 8, 2024**

**A. Transactions Tax Audit Services**

All fees for the allocation and deficiency audit work are billed at 25% for any audit recovery for eight retroactive adjustments only. There is no fee applied to the prospective revenue stream following correction of the error(s) identified. Quarterly invoices will detail on an account by account basis the amount of district tax recovered due to HdL’s audit efforts. TAMC will not be invoiced until/unless CDTFA has confirmed the specific allocation error identified and has processed the necessary corrections so that the revenue has been received. HdL will not be reimbursed for any costs or expenses incurred related to the performance of work pursuant to this Agreement, whether for Audit or Tax management services.

**B. Transactions Tax Management Services**

Economic Analysis, Management Support, Reports, Transactions Tax Website, Budgets and Quarterly Meetings will be billed at a flat rate of \$750 per month, invoiced quarterly for an amount not-to-exceed \$9,000 per year and \$81,000 for the nine-year term of the contract as follows:

Year 1	Term	Budget
<b>Quarter 1</b>	July 2018 – September 2018	\$2,250
<b>Quarter 2</b>	October 2018 – December 2018	\$2,250
<b>Quarter 3</b>	January 2018 – March 2019	\$2,250
<b>Quarter 4</b>	April 2019 – June 2019	\$2,250
<b>Total Not-to-Exceed:</b>		<b>\$9,000</b>

Year 2	Term	Budget
<b>Quarter 1</b>	July 2019 – September 2019	\$2,250
<b>Quarter 2</b>	October 2019 – December 2019	\$2,250
<b>Quarter 3</b>	January 2019 – March 2020	\$2,250
<b>Quarter 4</b>	April 2020 – June 2020	\$2,250
<b>Total Not-to-Exceed:</b>		<b>\$9,000</b>

Year 3	Term	Budget
<b>Quarter 1</b>	July 2020 – September 2020	\$2,250
<b>Quarter 2</b>	October 2020 – December 2020	\$2,250
<b>Quarter 3</b>	January 2020 – March 2021	\$2,250
<b>Quarter 4</b>	April 2021 – June 2021	\$2,250
<b>Total Not-to-Exceed:</b>		<b>\$9,000</b>

Year 4	Term	Budget
Quarter 1	July 2021 – September 2021	\$2,250
Quarter 2	October 2021 – December 2021	\$2,250
Quarter 3	January 2022 – March 2022	\$2,250
Quarter 4	April 2022 – June 2022	\$2,250
<b>Total Not-to-Exceed:</b>		<b>\$9,000</b>

Year 5	Term	Budget
Quarter 1	July 2022 – September 2022	\$2,250
Quarter 2	October 2022 – December 2022	\$2,250
Quarter 3	January 2023 – March 2023	\$2,250
Quarter 4	April 2023 – June 2023	\$2,250
<b>Total Not-to-Exceed:</b>		<b>\$9,000</b>

Year 6	Term	Budget
Quarter 1	July 2023 – September 2023	\$2,250
Quarter 2	October 2023 – December 2023	\$2,250
Quarter 3	January 2024 – March 2024	\$2,250
Quarter 4	April 2024 – June 2024	\$2,250
<b>Total Not-to-Exceed:</b>		<b>\$9,000</b>

Year 7	Term	Budget
Quarter 1	July 2024 – September 2024	\$2,250
Quarter 2	October 2024 – December 2024	\$2,250
Quarter 3	January 2025 – March 2025	\$2,250
Quarter 4	April 2025 – June 2025	\$2,250
<b>Total Not-to-Exceed:</b>		<b>\$9,000</b>

Year 8	Term	Budget
Quarter 1	July 2025 – September 2025	\$2,250
Quarter 2	October 2025 – December 2025	\$2,250
Quarter 3	January 2026 – March 2026	\$2,250
Quarter 4	April 2026 – June 2026	\$2,250
<b>Total Not-to-Exceed:</b>		<b>\$9,000</b>

Year 9	Term	Budget
Quarter 1	July 2026 – September 2026	\$2,250
Quarter 2	October 2026 – December 2026	\$2,250
Quarter 3	January 2027 – March 2027	\$2,250
Quarter 4	April 2027 – June 2027	\$2,250
<b>Total Not-to-Exceed:</b>		<b>\$9,000</b>

**Memorandum**

**To:** Board of Directors  
**From:** Michael Zeller, Director of Programming & Project Delivery  
**Meeting Date:** August 28, 2024  
**Subject:** Overall Work Program and Budget Amendment #1

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**RECOMMENDED ACTION:****Fiscal Year 2024/25 Overall Work Program Amendment #1**

**APPROVE** Resolution 2024-10, pending legal counsel approval, providing:

1. Authority for the Executive Director or his designee to add \$2,250,000 of new grant funds into the Agency's FY 2024-2025 work program and budget;
2. Authority for the Executive Director or his designee to execute work program and budget amendment No. 1 in accordance with this Resolution; and
3. Authority for the Executive Director or his designee to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

**SUMMARY:**

This amendment will add new funding received to develop the Highway 1 Elkhorn Slough Climate Resiliency Project in the fiscal year 2024/25 Overall Work Program and Budget.

**FINANCIAL IMPACT:**

This amendment adds a \$2,250,000 Climate Adaptation Planning Grant awarded to the Transportation Agency for the Highway 1 Elkhorn Slough Climate Resiliency project. State earmark funds in the amount of \$258,075 have been allocated to match these funds for a total project cost of \$2,508,075. Overall Work Program Amendment No. 1 adds \$66,667 of State grant funds to the fiscal year 2024/25 budget to initiate work on the plan. The remainder of the grant will be programmed in FY 2025/26 and FY 2026/27.

**DISCUSSION:**

The Transportation Agency also recently received \$2,250,000 from the Caltrans Climate Adaptation Planning grant program. The funds will be used to develop the Highway 1 Elkhorn Slough Climate Resiliency project. For the project, TAMC staff, working collaboratively with Caltrans, will evaluate the climate vulnerability of a key transportation corridor, Highway 1 in north Monterey County, and develop multimodal transportation solutions to address this vulnerability. This project will focus on an eight-mile stretch of Highway 1 through the disadvantaged community of Moss Landing and the parallel rail tracks traversing the Elkhorn Slough. Work Element 6733 is being amended in the Overall Work Program to incorporate this new funding and work effort. Funding for the plan is spread over a three fiscal-year period starting in FY 2024/25 and concluding in FY 2026/27.

The revised Overall Work Program pages reflecting the above recommendations are attached.

**ATTACHMENTS:**

1. 2024-10 Work Program Amendment No. 1
2. Amended Work Element Pages for 6733

**WEB ATTACHMENTS:**



**RESOLUTION NO. 2024-10 OF THE  
TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)  
TO APPROVE AMENDMENT NUMBER 1 TO THE 2024-2025 FISCAL YEAR OVERALL WORK  
PROGRAM AND BUDGET AND  
AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR  
THE HIGHWAY 1 ELKHORN SLOUGH CLIMATE RESILIENCY PROJECT.**

**WHEREAS**, Chapter 3, Title 21, Section 6646 of the California Code of Regulations permits the Regional Transportation Planning Agency to allocate funds for implementation of the annual work program of the transportation planning process; and

**WHEREAS**, the Agency adopted its FY 2024-2025 work program and budget on May 22, 2024;

**WHEREAS**, the Agency's 2024-2025 fiscal year work program and budget describes the work tasks to be completed;

**WHEREAS**, the California Department of Transportation notified the Agency \$2,250,000 of State Highway Account Climate Adaptation Planning grant funds have been awarded to the Agency to develop the Highway 1 Elkhorn Slough Climate Resiliency Project and \$66,667 is being amended into the Agency's FY 2024-2025 work program and budget; and

**WHEREAS**, work program element 6733 has been revised to reflect the above listed funding and attached to this resolution by reference;

**WHEREAS**, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before State Highway Account Climate Adaptation Planning funds can be claimed through the Transportation Planning Grant Programs;

**WHEREAS**, the Agency wishes to delegate authorization to execute these agreements and any amendments thereto;

**NOW, THEREFORE, BE IT RESOLVED THAT:** the Board of Directors of the Transportation Agency for Monterey County hereby 1) authorizes the Executive Director or his designee to add \$2,250,000 of new grant funds into the Agency's FY 2024-2025 work program and budget; 2) authorizes the Executive Director or his designee to execute work program and budget

amendment No. 1 in accordance with this Resolution; and 3) authorizes the Executive Director or his designee to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

**PASSED AND ADOPTED** by the Transportation Agency for Monterey County, State of California this August 28, 2024 by the following votes:

**AYES:**

**NOES:**

**ABSENT:**

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**CHRIS LOPEZ, CHAIR**  
**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

**ATTEST:**

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**TODD MUCK, EXECUTIVE DIRECTOR**  
**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**



**Revenue Budget Summary for Work Elements with Overall Work Program Agreement Funds: FY 2024/25 - Amendment 1**

Work Element	Description	SHA Climate Adaptation	SB 1 Sustainable Communities	SB 1 Carry-Over	FTA 5304 Sustainable Communities	RPA	RPA Carry-Over	Other Local/State	Total
1010	Budget, Overall Work Program	\$0	\$0	\$0	\$0	\$55,000	\$0	\$11,769	\$66,769
1120	Plans Coord -Leg Mon.-Interagency Liaison	\$0	\$0	\$0	\$0	\$192,937	\$0	\$80,257	\$273,194
4110	Environmental Document Review	\$0	\$0	\$0	\$0	\$7,684	\$0	\$359	\$8,043
6140	Bicycle/Pedestrian Planning	\$0	\$0	\$0	\$0	\$11,000	\$0	\$92,797	\$103,797
6220	Regional Transportation Plan - Planning	\$0	\$0	\$0	\$0	\$45,034	\$0	\$66,039	\$111,073
6410	RTIP/ Programming-Planning	\$0	\$0	\$0	\$0	\$57,621	\$0	\$23,627	\$81,248
6731	Monterey County Regional Transportation Vulnerability Assessment (1)	\$61,464	\$0	\$0	\$0	\$52,724	\$0	\$21,851	\$136,039
6732	North Monterey County Safe Routes to Schools Plan (2)	\$0	\$0	\$0	\$266,036	\$0	\$0	\$167,571	\$433,607
6733	Highway 1 Elkhorn Slough Climate Resiliency Project (3)	\$66,667	\$0	\$0	\$0	\$0	\$0	\$26,667	\$93,333
<b>TOTAL</b>		<b>\$128,131</b>	<b>\$0</b>	<b>\$0</b>	<b>\$266,036</b>	<b>\$422,000</b>	<b>\$0</b>	<b>\$490,936</b>	<b>\$1,307,102</b>

**Footnotes**

- (1) WE 6731 has a total encumbered SHA funding amount of \$378,023. This is split between three fiscal years; 2023/24, 2024/25 and 2025/26. The grant must be completed by June 30, 2026. See WE 6731 for details.
- (2) WE 6732 has a total encumbered FTA 5304 funding amount of \$665,091. This is split between three fiscal years; 2023/24, 2024/25 and 2025/26. The grant must be completed by June 30, 2026. See WE 6732 for details.
- (3) WE 6733 has a total encumbered SHA funding amount of \$2,250,000. This is split between three fiscal years; 2024/25, 2025/26, and 2026/27. The grant must be completed by June 30, 2027. See WE 6733 for details.

**Highway 1 Elkhorn Slough Climate Resiliency Project**

**Work Element Number:** 6733  
**Project Manager:** Alissa Guther

**ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2024 - 2025**

EXPENDITURES			REVENUE		
Agency	Amount (\$)	Change	Source	Amount (\$)	Change
<b>TAMC</b>			<b>TAMC</b>		
Personnel	57,630	-	Climate Resiliency Grant	66,667	-
Contractual	35,704	-	Local	26,667	-
<b>TOTAL</b>	<b>93,333</b>	<b>0</b>	<b>TOTAL</b>	<b>93,333</b>	<b>0</b>
				<b>% Federal</b>	<b>0%</b>

**ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2025 - 2026**

EXPENDITURES			REVENUE		
Agency	Amount (\$)	Change	Source	Amount (\$)	Change
<b>TAMC</b>			<b>TAMC</b>		
Personnel	100,223	-	Climate Resiliency Grant	1,091,667	-
Contractual	1,107,148	-	Local	436,667	-
<b>TOTAL</b>	<b>1,207,371</b>	<b>0</b>	<b>TOTAL</b>	<b>1,528,333</b>	<b>0</b>
				<b>% Federal</b>	<b>0%</b>

<b>ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2026 - 2027</b>					
<b>EXPENDITURES</b>			<b>REVENUE</b>		
<b>Agency</b>	<b>Amount (\$)</b>	<b>Change</b>	<b>Source</b>	<b>Amount (\$)</b>	<b>Change</b>
<b>TAMC</b>			<b>TAMC</b>		
Personnel	100,223		Climate Resiliancy Grant	1,091,667	
Contractual	1,107,148		Local	436,667	
<b>TOTAL</b>	<b>1,207,371</b>		<b>TOTAL</b>	<b>1,528,333</b>	
				<b>% Federal</b>	<b>0%</b>

<b>ESTIMATED EXPENDITURE AND REVENUE SUMMARY (FY 23/24 - 25/26)</b>					
<b>EXPENDITURES</b>			<b>REVENUE</b>		
<b>Agency</b>	<b>Amount (\$)</b>	<b>Change</b>	<b>Source</b>	<b>Amount (\$)</b>	
<b>TAMC</b>			<b>TAMC</b>		
Personnel	258,075		Climate Resiliancy Grant	2,250,000	
Contractual	2,250,000		Local	258,075	
<b>TOTAL</b>	<b>2,508,075</b>		<b>TOTAL</b>	<b>2,508,075</b>	

**Project Description**

The Transportation Agency for Monterey County (TAMC), working collaboratively with the California Department of Transportation (Caltrans), proposes a project to evaluate the climate vulnerability of a key transportation corridor, Highway 1 in north Monterey County, and develop multimodal transportation solutions to address this vulnerability. This project, the Highway 1 Elkhorn Slough Climate Resiliency Project, will focus on an eight-mile stretch of Highway 1 through the disadvantaged community of Moss Landing and the parallel rail tracks traversing the Elkhorn Slough.

**Previous and Ongoing Work**

The Agency received \$1 million in State funding and was awarded additional funds to complete the Planning and Environmental Linkages (PEL) study. Work in FY24/25 will align with the task outlined below.

<b>Steps and Products</b>				
<b>Task</b>	<b>Description</b>	<b>Deliverable</b>	<b>Date</b>	<b>Party</b>
1. Project Administration	Schedule kick-off meeting to review scope and schedule, and prepare quarterly reports.	Kick-off meeting notes; quarterly invoices and reports.	Ongoing	Agency Staff
2. Consultant Procurement	Procure technical consultant.	Request for Proposals and consultant proposals; Scoring committee score sheets; Services agreement	12/31/2024	Agency Staff
3. Existing Conditions	Review documents relevant to the project, compile mpas, and data collection.	Interactive website; Summary of existing conditions; Schedule	Ongoing	Agency Staff / Consultant
4. Analysis	Conduct a risk assessment, develop a risk register, identify and evaluate alternatives.	Summary of analysis; Risk register	Ongoing	Agency Staff / Consultant
5. Public Outreach	Identify, reach out to, and include the perspectives of climate-vulnerable, under resourced, and underserved communities.	Survey; PowerPoint presentations; Flyers; Workshop agendas and minutes; Purpose and Need statement.	Ongoing	Agency Staff / Consultant
6. Advisory Committee Meetings	Conduct school audits and consolidate findings, make recommendations, and present findings.	Participant list, summary map, comments from parent meetings, notes and photos from audits, barrier list for each school, draft non-infrastructure recommendations list, draft infrastructure recommendations list, compiled recommendations list, presentations, meeting minutes and agendas, revised draft recommendations list.	Ongoing	Agency Staff / Consultant

7. Pop-Up Infrastructure Demos	Select sites, develop drawings for pop-ups, notify community, install demos, and evaluate.	Maps of demonstration site locations, drawings, materials list, permits and sign plan, informational flyers, social media posts, volunteer recruitment lists, pictures, notes, community surveys, bike and pedestrian counts, summary of pop-up demonstration events.	Future	Agency Staff / Consultant
8. Draft and Final Plan	Develop school profiles, rating system, implementation strategies, maps, draft and final plans.	Draft Plan, Public Review – list of comments, Final Plan that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy	Future	Agency Staff / Consultant
9. Board Review / Approval & Implement Project	Adopt plan and implement.	Board Agenda, presentation materials, meeting minutes with board acceptance/approval, press release.	Future	Agency Staff / Consultant

**Memorandum**

**To:** Board of Directors  
**From:** Aaron Hernandez, Transportation Planner  
**Meeting Date:** August 28, 2024  
**Subject:** **Computer & Information Technology Services Request for Proposals**

---

**RECOMMENDED ACTION:****Computer & Information Technology Services Request for Proposals:**

1. **APPROVE** the Request for Proposals Scope of Work for Computer & Information Technology Services;
2. **AUTHORIZE** staff to publish the Request for Proposals and return to the Board of Directors with a recommendation for approval of a consultant, including the final scope of work, pending Agency Counsel approval; and
3. **APPROVE** the use of funds from the approved project budget for this contract in an amount not to exceed \$142,000.

**SUMMARY:**

The Agency's current agreement for computer and network services with Alvarez Technology Group expires December 31, 2024. The agency is seeking to receive proposals from qualified firms to continue the routine maintenance, repairs, and upgrades of the agency's computers, servers, mobile devices, and network.

**FINANCIAL IMPACT:**

The proposed five-year budget for this request for proposals includes \$87,000 for required consultant services, \$30,000 for cybersecurity services, and \$25,000 for optional tasks, for a total not-to-exceed amount of \$142,000.

**DISCUSSION:**

The Agency's current agreement for computer and network services with Alvarez Technology Group expires December 31, 2024. The agency is seeking to receive proposals from qualified firms to continue the routine maintenance, repairs, and upgrades of the agency's computers, servers, mobile devices, and network.

The Agency's current contract with Alvarez Technology Group covers maintenance and security of the agency's file and email servers, as as the setup of mobile devices and workstations. For this Request for Proposals, Agency staff is seeking qualified consultant(s) that will main a network monitoring and management appliance and configure all the covered servers to be monitored twenty four hours per day, seven days per week. The network monitoring and management appliance will alert the consultant(s) to any significant problem that arises on the servers and they will respond during normal working hours of 6:00 AM to 6:00PM, Monday through Friday, excluding published

holidays.

In addition to responding to alerts generated by the network monitoring and management appliances, the proposed scope of work includes provision for the Transportation Agency to also contact the consultant(s) at any time for server-side assistance. In the event of server issues, the consultant's technicians will monitor the health and welfare of the server or servers using the network monitoring and management appliance. The servers will be configured to send alerts to the consultant in case of significant problems. Consultant's technicians will monitor the servers daily, responding automatically to any server alerts and resolving those issues remotely, if possible, or dispatching a technician to address the problem on-site.

Other tasks in the proposed scope of work cover the Agency's cloud-based email system, set up and maintenance of the wireless network, virus and malware protection, mobile device set up, backups and data loss prevention, annual evaluations, and monthly reporting. The consultant will also work with the Transportation Agency in ensuring that it meets the cyberprotection requirements listed in the National Institute for Standards and Technology Cybersecurity Framework.

In addition, the draft scope of work includes optional tasks for the following items:

1. Cloud-based Voice over IP Phone System: The Agency current phone system contract with The Maynard Group will end on December 31, 2024. Instead of creating a separate RFP, the phone system would be an optional task for the Computer and IT consultant. The consultant will subcontract with a phone service provider and work with them to maintain the Agency's phone system. Currently, the Agency uses on-site office phone for full-time staff, desktop applications and mobile applications for all staff to answer calls when working from home.

#### **ATTACHMENTS:**

1. Draft Computer & Information Technology RFP - Scope of Work

#### **WEB ATTACHMENTS:**





## **Attachment A**

### **SCOPE OF WORK**

#### **Computer and Information Technology Services**

**Background:** The Transportation Agency’s current computer hardware consists of:

- One server running Windows Small Business Server 2016;
- Quickbooks Virtual Server
- Seventeen Dell laptops running Windows 11 Professional;
- One Dell desktop running Windows 11 Professional
- Three Dell desktops running Windows 10 Professional
- Four Dell laptops, which are shared amongst staff, running Windows 10 Professional;
- Two networked printers;
- Cloud-Based Voice over IP Phone System
- Three wireless access points

The Transportation Agency currently has an Office 365 subscription, which includes email service and licenses for the Microsoft Office applications. In addition, the network shared drive on the server is synchronized with Microsoft SharePoint for backup and remote file access. Staff also has remote access to locally stored files through a Virtual Private Network and Microsoft Remote Desktop Connection.

#### **Required Services:**

1. **Staff Technology Support:** The consultant’s help center and engineering support team will be available to assist all TAMC employees with server, workstation, network, and mobile device support Monday through Friday 6:00 AM – 6:00 PM. If an issue cannot be resolved remotely a senior engineer will be dispatched onsite.
2. **Network Monitoring and Management:** The consultant’s help center technicians will monitor the health and welfare of all manageable network workstations and devices will be configured to send alerts to the help center in case of significant problems. Help center technicians will monitor the devices daily, responding automatically to any alerts and resolving those issues remotely, if possible, If onsite service is required, TAMC will be contacted to authorize onsite work.
3. **Server Platform Monitoring:** The consultant’s technicians will monitor the health and welfare of the server or servers using the network monitoring and management appliance. The networking monitoring and management appliance will alert the



consultant(s) to any significant problem that arises on the servers, and they will respond during normal working hours of 7:30 AM to 5:30 PM, Monday through Friday, excluding published holidays. In addition to responding to alerts generated by the network monitoring and management appliance, the Transportation Agency may contact consultant(s) at any time for server-side assistance. Consultant technicians will monitor the servers daily, responding automatically to any server alerts and resolving those issues remotely, if possible. If onsite service is required, TAMC will be contacted to authorize the onsite work.

4. **Business Continuity Server Backup:** The consultant will maintain a software and hardware solution to allow real-time, image backup of each server so that in case of a catastrophic hardware failure that incapacitates the server for any length of time, the consultant can restore the server without data loss. The consultant will also ensure that the cloud-based backup system (SharePoint) works as intended. If problems arise, they will be resolved remotely. If onsite service is required, TAMC will be contacted to authorize the onsite work.
5. **User Management:** At the direction of TAMC. The consultant will add, edit, or delete users, manage user access to server resources, and monitor user data on the servers.
6. **Server-based Email Management:** The consultant will manage and monitor the health of cloud-based email system (Office 365), as well as adding, editing, or deleting users, managing organization-wide email lists and user quotas.
7. **Routine Maintenance:** The consultant will conduct server-side routine maintenance, such as deleting temporary files, defragmentation and managing file locations is included.
8. **Patch Management:** The consultant will manage the installation of required operating system patches on the servers and workstations, ensuring vital security updates and performance-enhancing upgrades are installed as they are made available.
9. **Application Management:** Any applications installed on the server will be managed remotely by the consultant.
10. **Virus/Spyware/Spam Management:** The consultant shall provide antivirus software that runs on the server and all workstations, which will be managed remotely by the consultant.
11. **Disaster Prevention and Disaster Recovery:** The consultant will use industry “Best practices” to implement disaster prevention systems to ensure optimal performance of the server or servers. In case of a disaster such as disk failure or virus outbreak, consultant will provide disaster recovery assistance.



12. Monthly Reporting: TAMC will receive detailed monthly reports detailing all the work done by consultant's technicians and engineers.
13. Custom Client Portal: TAMC will have access to an online portal customized to allow access to service information and to check the status of ongoing issues.
14. Annual IT Evaluation: After the contract is in effect, once a year on the anniversary of the contract or on the mutually agreeable date, consultant will review the IT infrastructure, conduct targeted interviews and create a detailed annual report for TAMC on the status of the existing technology environment and recommend future enhancements.
15. Response Time: During normal business hours, incoming calls to the consultant hotline will be answered at that time or a return call placed within 30 minutes if a message is left. Consultant will guarantee a response to all critical alerts within two (2) hours of notification and to client requests within one (1) hour of initial contact. Onsite response is assured next business day, when necessary.
16. Mobile Device Management and Setup: Consultant will setup mobile devices to work on the TAMC network for receipt and delivery of email, calendar, and contacts, as well as remote connections to user workstations from their mobile devices.
17. Wireless Network Management: Consultant will setup, maintain, and keep secure TAMC's wireless (wifi) network and solve problems related to connectivity and wireless internet coverage.
18. Virtual Private Network Management: Consultant will setup, maintain, and keep secure TAMC's Virtual Private Network (VPN) and solve problems related to connectivity and remote desktop connection.
19. Third-Party Vendor Management: The consultant will collaborate with and manage other technology and software providers to ensure TAMC is being provided with the best service possible. The consultant's service team will work these providers to resolve any network problems.

National Institute for Standards and Technology Cybersecurity Framework (NIST CSF):

1. The NIST CSF is recommended to be adopted by all organizations, especially government agencies. The NIST CSF consists of five key components and represents a constantly changing continuum, recognizing that the threat landscape evolves, that networks and people change, and that the framework must be nimble enough to adapt over time:
  - a. Identify: An organization needs to understand not only what they are protecting (assets) but also what they are protecting against (threats) and their risk profile.



- b. Protect: An organization must implement robust systems to protect their assets, including educating users.
  - c. Detect: An organization can't simply build a wall around their systems and hope to keep the threats out. They must assume that threats will penetrate those walls and so therefore must have a way to detect those breaches.
  - d. Respond: An organization must have a document plan of action in case a breach occurs, an Incident Response Plan that outlines the steps and resources needed once a breach occurs.
  - e. Recover: Finally, an organization must be able to recover from a breach in a timely fashion in order to continue to operate, including ensuring that they have good backups of all their critical data.
2. Consultant will provide consulting with TAMC staff to adopt the NIST framework and implement the tools, services and monitoring to comply with the framework.

Optional Services:

1. Cloud-Based Voice over IP Phone System: The Transportation Agency currently has 16 Yealink T46S Color Gigabit VoIP phones on-site, 18 Desktop App licenses, and 18 Mobile App subscriptions.
  - a. Consultant will subcontract a phone service provider to maintain the agency's phone system.
  - b. The Transportation Agency seeks the following features to be included in the phone system:
    - Fully-hosted cloud-based PBX service
    - Administration portal
    - Automated attendant with phone menu
    - Ability to set business hours and after-hours with different responses from the auto-attendant
    - Music on hold
    - Port current phone number (831-775-0903) and phone number extensions that match the existing 2-digit extensions (831-775-44XX)
    - Dial-by-name directory
    - Conference calling
    - Caller identification
    - Call forwarding
    - Call park
    - Do not disturb
    - Missed call notifications



- Voicemail
- Voicemail-to-email
- Visual voicemail
- Multiple voicemail greetings
- Office 365 integration
- Internet fax
- Mobile application to allow for off-site access to calling, texting, and voicemails using the staff member's office extension

**Memorandum**

**To:** Board of Directors  
**From:** Aaron Hernandez, Transportation Planner  
**Meeting Date:** August 28, 2024  
**Subject:** **Alvarez Technology Group Contract Amendment #4**

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**RECOMMENDED ACTION:****Alvarez Technology Group - Manage IT Services Contract Amendment #4**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #4 with Alvarez Technology Group for the Agency's managed IT services contract to increase the budget by \$25,000 for a total not-to-exceed amount of \$220,070 over the remaining term of the agreement ending December 31, 2024 to cover additional unexpected IT services, pending Agency Counsel approval;
2. **FIND** that this amendment is justified as a sole source due the efficiencies that support award to the existing consultant as a logical follow-on to work already in progress under a competitively awarded contract; and
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

**SUMMARY:**

The Transportation Agency is contracted with Alvarez Technology Group for managed information technology services following a competitive process in 2019. The Agency is looking to create cloud-based Azure Terminal Server to store and create backups of the agency's financial files. The Agency is seeking to amend the existing agreement to include the terminal server and increased costs in maintenance coverage.

**FINANCIAL IMPACT:**

The current not-to-exceed amount for the five-year contract is \$195,070. This amendment #4 would increase the total not-to-exceed amount to \$220,070

**DISCUSSION:**

On December 4, 2019 the Transportation Agency Board of Directors approved an agreement for services with Alvarez Technology Group to provide computer and network services as the Agency's information technology support consultant. The agreement for services with Alvarez Technology Group is for a five-year time period, terminating on December 31, 2024. The scope of work covers maintenance and security of the agency's file and email servers, as well as the setup of mobile devices and workstations. Alvarez Technology Group is also required to install and maintain a network monitoring and management appliance and configure all the covered workstations and servers to be monitored twenty-four hours per day, seven days per week. The network monitoring

and management appliance will alert the consultant(s) to any significant problem that arises on the devices and they will respond during normal working hours. Other tasks in the scope of work cover the Agency's cloud-based email system, set up and maintenance of the wireless network, virus and malware protection, mobile device set up, backups and data loss prevention, annual evaluations, and monthly reporting.

As the Agency continues to adjust to the updated telework policies allowing more flexible remote work options, the Agency is looking to transfer its financial files to a secured cloud-based server using a Microsoft Azure Terminal Server. Currently, financial files are locally stored on a hard drive which poses the risk of financial files being lost by equipment failure or network intrusions. The terminal server would add additional security in storing financial files and would improve the flexibility for staff to access the files when teleworking. In addition to increased telework, there has been an increase in cost under the remote service support in which this amendment would adjust for those increased costs. As such, Agency staff is seeking to amend its existing agreement with Alvarez to incorporate the cloud-based Azure Terminal Server and to cover increased support costs into the existing service contract.

**ATTACHMENTS:**

1. Alvarez Technology Group - Contract Amendment #4

**WEB ATTACHMENTS:**

**AMENDMENT #4 TO THE AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN**  
**THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY**  
**AND**  
**ALVAREZ TECHNOLOGY GROUP**

THIS AMENDMENT NO. 4 to the agreement dated December 4, 2019, between the Transportation Agency for Monterey County, hereinafter referred to as “TAMC,” and Alvarez Technology Group, hereinafter referred to as “Consultant,” is hereby entered into between TAMC and Consultant.

**RECITALS:**

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services on December 4, 2019, hereinafter referred to as “Agreement;” and
- B. **WHEREAS**, on August 26, 2020, TAMC and Consultant entered into Amendment No. 1 to increase the not-to-exceed amount by Three Thousand Seven Hundred Thirty-five Dollars (\$3,735), for a total contract not-to-exceed amount One Hundred Fifty Thousand Six Hundred Dollars (\$150,600) to cover additional costs related to the Agency’s Microsoft Azure cloud server; and
- C. **WHEREAS**, on May 26, 2021, TAMC and Consultant entered into Amendment No. 2 to provide additional cybersecurity protections consistent with the National Institute of Standard and Technology cybersecurity framework to fortify the Agency’s network against potential attacks and provide additional staff training; and
- D. **WHEREAS**, on January 26, 2022, TAMC and Consultant entered into Amendment No. 3, to purchase new laptops for all staff to provide additional security while working remotely; and
- E. **WHEREAS**, TAMC and Consultant desire to amend the Agreement to include coverage installing an Azure Terminal Sever for to store agency financial documents on a cloud-based server and cover additional costs;

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

**1. TERM OF AGREEMENT**

The term of this agreement shall remain in force until DECEMBER 31, 2024.



## 2. PAYMENTS TO CONSULTANT; MAXIMUM LIABILITY

Paragraph 2 of the Agreement is amended as follows (changes in ~~strikeout~~ and underline): “Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B-4: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable or services outlined in Exhibit A-3: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B-4: Budget and shall not exceed the amount of Two Hundred Twenty Thousand Seventy Dollars (\$225,070). If there is any conflict between the terms of this Agreement and the terms of either Exhibit A-3 (Scope of Work and Schedule) or Exhibit B-4 (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.”

The total compensation to be paid pursuant to this Agreement as amended shall be increased by Twenty Five Thousand Dollars (\$25,000), and the total contract shall not exceed Two Hundred Twenty Thousand Seventy Dollars (\$220,070) All references to the amount of \$195,070 shall be replaced with the amount \$220,070.

The Budget attached to the Agreement as amended as Exhibit B-3 is hereby replaced with the Budget attached hereto as Exhibit B-4 and shall be effective upon execution.

The Scope of Services attached to the Agreement as amended as Exhibit A-2 is hereby replaced with the Scope of Services attached hereto as Exhibit A-3 and shall be effective upon execution.

## 3. REMAINDER OF TERMS UNCHANGED

All other terms of the Agreement, as amended, remain in full effect.

An executed copy of this Amendment No. 4 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 4 to the Agreement with ALVAREZ TECHNOLOGY GROUP.

ALVAREZ TECHNOLOGY GROUP

TAMC

By: \_\_\_\_\_  
Name: Luis M. Alvarez  
Title: President & CEO

By: \_\_\_\_\_  
Todd A. Muck  
Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Ronni Alvarez  
Title: VP Operations

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: \_\_\_\_\_

## **EXHIBIT A-3: Scope of Work January 26, 2022**

Background: The Transportation Agency's current computer hardware consists of:

- One server running Windows Small Business Server 2008;
- Eighteen Lenovo ThinkStation computers running Windows 7 Professional;
- Seventeen Dell laptops running Windows 10 Professional;
- One Sharp SmartBoard running Windows 7 Professional;
- Two laptops, which are shared amongst the staff, running Windows 7 Professional;
- Two networked printers; and
- Three wireless access points.

The Transportation Agency currently has an Office 365 subscription, which includes email service and licenses for the Microsoft Office applications. In addition, the network shared drive on the server is synchronized with Microsoft SharePoint for backup and remote file access. Staff also has remote access to their workstations through a Virtual Private Network and Microsoft Remote Desktop Connection.

The Transportation Agency's phone system is monitored and maintained by The Maynard Group. The Consultant shall coordinate with them to resolve any network related issues affecting the phone service.

Required Services:

### **REMOTE SERVICES AGREEMENT**

1. **Staff Technology Support:** The Consultant's help center and engineering support team will be available to assist all TAMC employees with server, workstation, network, and mobile device support Monday through Friday 6:00 AM - 6:00 PM. If an issue cannot be resolved remotely a senior engineer will be dispatched onsite.
2. **Network Monitoring and Management:** The Consultant's help center technicians will monitor the health and welfare of all manageable network workstations and devices using a Network Monitoring and Management device. The networked workstations and devices will be configured to send alerts to the help center in case of significant problems. Help center technicians will monitor the devices daily, responding automatically to any alerts and resolving those issues remotely, if possible. If onsite service is required, TAMC will be contacted to authorize the onsite work.
3. **Server Platform Monitoring:** The Consultant's technicians will monitor the health and welfare of the server or servers using the network monitoring and management appliance. The network monitoring and management appliance will alert the consultant(s) to any significant problem that arises on the servers and they will respond during normal working hours of 7:30 AM to 5:30 PM, Monday through Friday, excluding published holidays. In addition to responding to alerts generated by the network monitoring and management appliance, the Transportation Agency may contact the consultant(s) at any time for server-side assistance. Consultant's

technicians will monitor the servers daily, responding automatically to any server alerts and resolving those issues remotely, if possible. If onsite service is required, TAMC will be contacted to authorize the onsite work.

4. Business Continuity Server Backup: The Consultant will maintain a software and hardware solution to allow real-time, image backup of each server so that in case of a catastrophic hardware failure that incapacitates the server for any length of time, the consultant can restore the server without data loss. The Consultant will also ensure that the cloud-based backup system (SharePoint) works as intended. If problems arise, they will be resolved remotely. If onsite service is required, TAMC will be contacted to authorize the onsite work.
5. User Management: At the direction of TAMC, the Consultant will add, edit, or delete users, manage user access to server resources, and monitor user data on the servers.
6. Server-based Email Management: The Consultant will manage and monitor the health of cloud-based email system (Office 365), as well as adding, editing, or deleting users, managing organization-wide email lists and user quotas.
7. Routine Maintenance: The Consultant will conduct server-side routine maintenance, such as deleting temporary files, defragmentation and managing file locations is included.
8. Patch Management: The Consultant will manage the installation of required operating system patches on the servers and workstations, ensuring vital security updates and performance-enhancing upgrades are installed as they are made available.
9. Application Management: Any applications installed on the server will be managed remotely by the Consultant.
10. Virus/Spyware/Spam Management: The Consultant shall provide antivirus software that runs on the server and all workstations, which will be managed remotely by the consultant.
11. Disaster Prevention and Disaster Recovery: The Consultant will use industry "best practices" to implement disaster prevention systems to ensure optimal performance of the server or servers. In case of a disaster such as disk failure or virus outbreak, consultant will provide disaster recovery assistance.
12. Monthly Reporting: TAMC will receive detailed monthly reports detailing all the work done by Consultant's technicians and engineers.
13. Custom Client Portal: TAMC will have access to an online portal customized to allow access to service information and to check the status of ongoing issues.
14. Annual IT Evaluation: After the contract is in effect, once a year on the anniversary of the contract or on a mutually agreeable date, Consultant will review the IT infrastructure, conduct targeted interviews and create a detailed annual report for TAMC on the status of the existing technology environment and recommend future

enhancements.

15. **Response Time**: During normal business hours, incoming calls to the Consultant hotlinewill be answered at that time or a return call placed within 30 minutes if a message is left. Consultant will guarantee a response to all critical alerts within two (2) hours of notification and to client requests within one (1) hour of initial contact. Onsite responseis assured next business day, when necessary.
16. **Mobile Device Management and Setup**: Consultant will setup mobile devices to work onthe TAMC network for receipt and delivery of email, calendar, and contacts, as well as remote connections to user workstations from their mobile devices.
17. **Wireless Network Management**: Consultant will setup, maintain, and keep secure TAMC’s wireless (wifi) network and solve problems related to connectivity and wirelessinternet coverage.
18. **Virtual Private Network Management**: Consultant will setup, maintain, and keep secureTAMC’s Virtual Private Network (VPN) and solve problems related to connectivity and remote desktop connection.
19. **Third-Party Vendor Management**: The Consultant will collaborate with and manage other technology and software providers to ensure TAMC is being provided the best service possible. The consultant service team will work with these providers to resolve any network problems.

#### CYBERPROTECT PREMIUM

CyberProtect Premium is designed to fulfill the requirements of the National Institute for Standards and Technology Cybersecurity Framework recommended to be adopted by all organizations, especially government agencies.

The NIST CSF consists of five key components and represents a constantly changing continuum, recognizing that the threat landscape evolves, that networks and people change, and that the framework must be nimble enough to adapt over time:

**Identify**: An organization needs to understand not only what they are protecting (assets) but also what they are protecting against (threats) and their risk profile.

**Protect**: An organization must implement robust systems to protect their assets, including educating users.

**Detect**: An organization can’t simply build a wall around their systems and hope to keep the threats out. They must assume that threats will penetrate those walls and so therefore must have a way to detect those breaches.

**Respond**: An organization must have a document plan of action in case a breach occurs,an Incident Response Plan that outlines the steps and resources needed once a breach occurs.

**Recover**: Finally, an organization must be able to recover from a breach in a timely fashion in order to continue to operate, including ensuring that they have good backups of all their critical data.

Consultant will provide consulting with TAMC staff to adopt the NIST framework and implement the tools, services and monitoring to comply with the framework.

ATG will deliver ongoing tools and support that support each specific area of the NIST framework and will continuously monitor and adjust our services to maintain the ever evolving threat landscape as recommended by NIST.

This chart outlines the current NIST framework and the products and services that are aligned for each area:

NIST CSF Component	CyberProtect™ Premium Services
Identity	Real-time asset tracking Internal and external vulnerability scans Threat monitoring Annual Cybersecurity Risk Assessment
Protect	Endpoint malware protection Block access to known or suspected bad Internet sites Content filtering Email filtering for spam and malware Managed user cybersecurity training Managed firewall
Detect	Managed detection and response Network and endpoint scanning Alerting of suspicious activities on the network Security Operations Center
Respond	Automated Incident Response Access to Security Operations Center cybertechs
Recover	Managed Business Continuity and Backup of on-premises servers and Microsoft 365

**OPTIONAL TASKS**

1. Workstation 5-Year Lease Program: The Consultant will lease workstations to the Transportation Agency, with monthly payments over a five-year period. The consultant will be responsible for maintenance of the hardware and software. The following hardware, with extended warranties for each covering the entire five-year lease program, would be required:
  - a. One workstation capable of running Auto-CAD, with Windows 10;
  - b. Seventeen workstations capable of running standard Microsoft Office, Esri ArcGIS, and Adobe design (e.g. Photoshop and Illustrator) applications, with Windows 10; and
  - c. Two laptops capable of running standard Microsoft Office applications, with Windows 10.
2. Server Migration to Cloud-Based Microsoft Azure / SharePoint: The consultant will migrate the Transportation Agency’s current on-site server to a Microsoft

*[https://tamcmonterey.sharepoint.com/Shared Documents/TAMC NEW/Procurement/Agency Operations/Information Technology & Cybersecurity/00\\_Executed Contract/TAMC Alvarez Contract - Amendment 4.docx](https://tamcmonterey.sharepoint.com/Shared Documents/TAMC NEW/Procurement/Agency Operations/Information Technology & Cybersecurity/00_Executed Contract/TAMC Alvarez Contract - Amendment 4.docx)*

Azure virtual machine, with print server capabilities. This will include staff log-in via Active Directory and direct access to shared files in SharePoint through Windows Explorer on the workstation. Consultant will be required to plan the migration, set up and test, schedule a time in coordination with the Transportation Agency to conduct the change-over from the on-site server to the new Azure cloud-based server, and provide staff training. The consultant will create an additional virtual machine to migrate the Transportation Agency's current on-site server for the agency's financial files to a cloud-based Microsoft Azure terminal server.

**EXHIBIT B-4: Budget  
 August 28, 2024**

**Fee Schedule**

<b>TASK</b>	<b>ONE-TIME COSTS</b>	<b>MONTHLY</b>	<b>TOTAL</b>
<b>REQUIRED SERVICES:</b>			
- REMOTE SERVICE AGREEMENT		\$1,700.00	\$102,000.00
- CYBERPROTECT PREMIUM (44 months)	\$3,600.00	\$500.00	\$25,600.00
- 17 ADDITIONAL LAPTOPS (37 months)		\$510.00	\$18,870.00
<b>OPTIONAL TASK 1:</b>			
- WORKSTATION LEASE	\$1,772.00	\$643.00	\$40,352.00
<b>OPTIONAL TASK 2:</b>			
- SERVER MIGRATION	\$17,688.00		\$17,688.00
- AZURE SUBSCRIPTION	\$335.00	\$204.33	\$12,260.00
- SHAREPOINT BACKUP		\$55.00	\$3,300.00
<b>TOTAL WITH OPTIONAL TASKS:</b>			\$220,070.00

**Optional Tasks**

Consultant shall not commence work or submit any invoices for the identified optional tasks unless and until TAMC has issued a notice to proceed for such work.

**After Hours Support**

The agreement provides access to after-hours support but does not cover the charge for after-hours work. Any work performed after hours will be billed at the discounted rate of \$200 per hour.

**Projects**

TAMC may occasionally require services outside of the specific terms of this agreement. Those services will be called “Projects” and Consultant will provide a detailed scope of work and labor quote. TAMC will sign off on the quote before any work is performed and understand that a separate invoice will be generated for the Project work. The discounted billing fee for all work outside the contract is \$150 per hour. Any and all such “Project” work is subject to the total “not to exceed” amount of this contract.



**Memorandum**

**To:** Board of Directors  
**From:** Jefferson Kise, Director of Finance & Administration  
**Meeting Date:** August 28, 2024  
**Subject:** **Employment Agreement with Todd Muck**

---

**RECOMMENDED ACTION:**

**APPROVE** the agreement with Todd Muck to continue to perform services as Executive Director of the Transportation Agency for Monterey County effective September 25, 2024, and **AUTHORIZE** the Agency Chair to sign the agreement.

**SUMMARY:**

Executive Director Todd Muck's contract expires on September 24, 2024. According to the current agreement, his contract may be extended by mutual agreement for subsequent three-year terms.

**FINANCIAL IMPACT:**

The annual salary for the performance of the Executive Director's services is currently \$226,884. The current salary along with a margin for a merit increase are included in the FY24-25 budget. The Executive Director's salary is eligible for the cost of living adjustments made for staff, so this potential increase is likewise covered in the upcoming budget years.

**DISCUSSION:**

Todd Muck became Executive Director of the Transportation Agency for Monterey County on September 25, 2021, under a three-year contract which expires on September 24, 2024. The proposed three-year contract extension will run through September 24, 2027 under nearly identical terms as the expiring contract.

The one proposed change is the removal of a requirement the Executive Director to notify the Executive Committee of any multi-day out-of-town business travel. Given the advancement and broader utilization of video conferencing, such travel no longer renders the Executive Director unreachable or unable to attend meetings.

Todd receives annual performance evaluations, with the most recent evaluation dated October 30, 2023, reflecting an overall score of 4.5 out of 5 across 18 performance criteria.

**ATTACHMENTS:**

1. Muck Exec Dir contract-Sept 2024

**WEB ATTACHMENTS:**

**EMPLOYMENT AGREEMENT  
BETWEEN THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
AND TODD A. MUCK**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into in the State of California by and between the TRANSPORTATION AGENCY FOR MONTEREY COUNTY ("TAMC") and TODD A. MUCK ("Todd").

**RECITALS**

- A. TAMC has a need for an Executive Director.
- B. Todd is duly qualified and experienced, and is ready, able, and willing to perform the services of TAMC Executive Director.
- C. TAMC and Todd desire that the latter fill the position of Executive Director as described in **Exhibit "A,"** in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE,** in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties agree as follows:

**1. CONTRACTUAL SERVICES.**

**1.1 Scope of Services.** Todd agrees to serve as Executive Director as provided in "**Exhibit A,**" which is attached hereto and incorporated herein by reference as though set forth in full and by such reference made a part of this Agreement. Todd agrees to perform such services in conformity with the terms of this Agreement and to expend his best professional efforts in performance of his obligations under this Agreement. Todd shall at all times act in good faith to ensure TAMC will provide a high quality of work. Todd agrees to work constructively with the TAMC Board of Directors ("Board") in carrying out his duties, responsibilities, and obligations under this Agreement.

**1.2 Non-Interference with Administrative Service.** The TAMC Board and its members shall deal with administrative services solely through the Executive Director, and neither the TAMC Board nor any member thereof shall give orders to any subordinate of the Executive Director, either publicly or privately. The TAMC Board agrees none of its members will publicly censure or criticize TAMC staff and will instead relay any criticism of a TAMC staff member privately through the Executive Director. The TAMC Board will not interfere in any way in the Executive Director's authority over employees and how the organization does its work.

**1.3 Hours of Work.** Todd shall perform work during those hours and days which are

necessary to perform the full and complete range of services in a timely manner, as required by this Agreement. Todd shall diligently attend to the business of TAMC, including attendance at meetings and proper supervision of those individuals who report directly to Todd. Todd shall also attend periodic meetings of TAMC and other agencies or groups, as announced and/or necessary for the proper rendition of services.

**1.4 TAMC Bylaws, Rules and Regulations.** Todd shall provide the services in strict accordance with all applicable laws, ordinances, and TAMC rules and regulations.

**1.5 Reports.** Todd shall be responsible for making all requested or necessary reports, either by himself or by staff designated by Todd, to the TAMC Board, and/or to other groups and/or agencies, as is customary and proper, or as may be designated from time to time by the TAMC Board.

## **2. AT-WILL STATUS.**

Todd shall be employed as an at-will employee. As Executive Director, Todd is the top managerial employee of TAMC and occupies a sensitive managerial and confidential position. TAMC may have the need to terminate Todd's employment at any time in the exercise of its powers and duties under California law or for other reasons in the best interest of TAMC.

## **3. EXCLUSIVE SERVICES.**

**3.1 Exclusivity.** The professional services provided by Todd hereunder are intended to be exclusive in nature.

**3.2 Conflict of Interest.** Todd affirms that he presently has no interest and shall not acquire any interest which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement. Todd further agrees to submit full disclosure statements, if such be legally required, pursuant to the requirements of the California Fair Political Practices Commission or any other applicable federal, state or TAMC provision of law or regulation.

## **4. COMPENSATION.**

**4.1 Compensation.** As full and total compensation for the performance of those Services set forth herein, including those in "**Exhibit A,**" effective September 25, 2024, TAMC shall pay Todd a base salary of \$226,884 per year, in equal bi-weekly installments through the regular TAMC payroll procedure, subject to the terms listed below in Section 4.3 and Section 6.2.

**4.2 Business Expenses.** Todd's reasonable business expenses, when incurred within

the course and scope of the professional services rendered pursuant to this Agreement, shall be reimbursed in accordance with current applicable TAMC policies.

**4.3 Benefits.** Todd shall receive benefits normally provided to TAMC management staff, including adjustments to salary based on acceptable performance, Cost of Living Allowances (COLAs), PERS contributions, holidays, professional leave, health allowance, miscellaneous annual stipends, tuition reimbursement, vision/dental benefits, Section 125 plan, deferred compensation and PERS retirement.

Except as required by law, all benefits provided pursuant to this Agreement shall cease upon the expiration date of this Agreement or upon termination of Todd, whichever occurs first.

**4.4 Vehicle Allowance.** Todd shall receive \$395/month as a vehicle allowance. Todd is expected to use his personal vehicle for TAMC business according to adopted TAMC policies, except that he may utilize a TAMC vehicle for out-of county travel and on the days that he uses a vanpool or carpool to travel to and from work.

**4.5 Cell Phone Allowance.** Todd shall receive \$120/month as a cell phone/remote data allowance. In exchange, Todd is expected to use his personal cell/data phone, purchased at his expense, for TAMC business, rather than a separate cell/data phone provided by TAMC.

**4.6 Annual Leave.** Todd shall receive 35 days annual leave. All rules and regulations regarding leave wages applicable to TAMC employees shall be applicable to Todd. Annual leave may accrue up to the limit set for management employees in the TAMC Human Resources Rules and Regulations.

## **5. PROFESSIONAL MEMBERSHIPS, MEETINGS, SEMINARS.**

It is understood and agreed that TAMC and Todd mutually benefit from Todd's participation in certain professional activities relating to transportation planning and engineering. Therefore, Todd may maintain his active participation in the American Public Works Association, American Planning Association, Transportation Research Board, and such other professional organizations as may be properly budgeted by TAMC. As may be approved by the TAMC Board in the budget, Todd may enroll, attend, and participate in conferences, courses, and seminars that benefit TAMC or contribute to the professional development of Todd. Upon such authorization, Todd may incur reasonable costs and expenses in connection with the particular event or activity so authorized, which shall be advanced or reimbursed by TAMC.

## **6. TERM, EVALUATION AND TERMINATION.**

**6.1 Term.** Subject to the provisions contained in Paragraph 2 and other provisions of this Paragraph 6, the term of employment of Todd shall commence on September 25, 2024, and remain in full force and effect for three years, until September 24, 2027. During said period, Todd is to remain in paid status except as provided in Paragraphs 2 and 6.3. If TAMC terminates the employment of Todd under Paragraph 2 of this Agreement, Todd is entitled to severance benefits equal to six months of salary. If this Agreement is terminated as a matter of law by the death of Todd, the heirs of Todd are not entitled to any future compensation or benefits that Todd may have earned had the Agreement not terminated by his death.

**6.1.1 Government Code Section 53260.** It is understood and agreed that Todd's employment with TAMC is governed by California Government Code Section 53260 which states in part: "All contracts of employment between an employee and a local agency employer shall include a provision that provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, with the following exceptions: (1) If the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18."

**6.2 Evaluation.** The TAMC Board shall evaluate Todd by the December TAMC Board Meeting of each year. As part of the annual evaluation process, Todd shall prepare goals and accomplishments for review by the TAMC Board. At the end of the three-year term, this contract may be extended by mutual agreement for subsequent three-year terms. The TAMC Board reserves the right to conduct additional evaluations.

**6.3 Termination With Cause.** TAMC may terminate Todd for cause. For purposes of this paragraph, cause includes, but is not limited to, the following:

- a) Immoral or unprofessional conduct;

- b) Dishonesty;
- c) Unsatisfactory performance;
- d) Persistent violation of or refusal to obey federal or the laws of the State of California or the directions of the TAMC Board of Directors;
- e) Conviction of a felony or of any crime involving moral turpitude;
- f) Alcoholism or other drug abuse which makes Todd unfit to perform the duties of his position;
- g) Conviction of any offense involving a violation of his official duties;
- h) Continued incapacity to perform duties in the course of his employment under this Agreement.

TAMC shall give sixty (60) days written notice of the specific complaints or charges to Todd as provided in Government Code section 54957 of his right to have the complaints or charges heard in an open session rather than a closed session of a meeting of the Board. After written notice to Todd, if he does not request to have the complaints or charges heard in open session, he shall be provided the opportunity to meet with the Board in closed session regarding the specific complaints or charges stated in writing. If after a hearing as provided above, the Board decides to terminate Todd, this contract shall be terminated immediately without rights to any appeal, severance pay, or benefits.

**6.4 Resignation.** Todd is to provide 30 written days' notice of resignation from TAMC. Resignation shall result in Todd's forfeit of any severance pay or benefits except as provided by COBRA and PERS.

## **7. RIGHTS OF TAMC UPON TERMINATION.**

Upon the expiration or termination of the Agreement for any reason, Todd shall immediately vacate and surrender to TAMC all materials located upon such premises belonging to TAMC or all materials belonging to TAMC that are offsite on the effective date of termination.

## **8. ILLEGALITY.**

Notwithstanding anything to the contrary herein contained, in the event performance by either party hereto of any term, covenant, condition or provision of this Agreement should be deemed illegal, or if for any other reason said performance should be in violation of any statute or ordinance, the parties shall use their best efforts to resolve the illegality through the renegotiation of the applicable portions of this Agreement. If the parties are unable to reach agreement on such changes within thirty (30) days after initiating negotiations, TAMC may, at its option, terminate this Agreement upon thirty (30) days' prior written notice to the other party.

## **9. NOTICES.**

Notices under this Agreement shall be sent to the parties by personal delivery, by electronic facsimile, or by certified registered mail, return receipt requested, postage prepaid in the United States Postal Service at the following addresses:

TAMC  
55 B Plaza Circle  
Salinas, CA 93901

TODD A. MUCK  
P.O. Box 151  
Carmel, CA 93921

Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. Either party hereto may change its respective address by written notice in accordance with this Agreement. Todd shall give prompt notice of any change of address.

**10. WAIVER.**

No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties to this Agreement, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid; the parties further agree that the provisions of this section may not be waived except as herein set forth.

**11. AMENDMENT.**

This Agreement may be amended or modified only by an instrument in writing, signed by the parties to this Agreement.

**12. ASSIGNMENT.**

Todd shall have neither the right nor the power to assign this Agreement nor to delegate any of the rights or obligations inuring to or imposed upon his herein except as otherwise provided herein above or unless expressly consented to in advance in writing by TAMC; and any attempted or purported assignment or delegation other than in accordance with this Section shall be null and void and of no effect.

**13. MATERIALS AND INVENTIONS.**

**Royalties and Inventions.** TAMC shall have a royalty-free, exclusive and irrevocable

license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. Todd shall not publish any such material without the prior written approval of TAMC.

#### **14. GENERAL PROVISIONS.**

**14.1 Governing Law.** This Agreement shall be construed and enforced, in all respects, according to the laws of the State of California applicable to agreements made and to be performed wholly within this State, and the parties hereby agree that the courts within the County of Monterey shall be the proper venue for any dispute arising under this Agreement.

**14.2 Partial Invalidity.** Except as otherwise provided herein, if any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**14.3 Cumulation of Remedies.** The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law and/or regulation, and shall be construed as cumulative; and no one of them is exclusive of any of the others, or of any right or priority allowed by law or regulation.

**14.4 Counterparts.** This Agreement, and any modification thereof, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**14.5 Integration.** The making, execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement, including the recitals and exhibits hereto, embodies the entire understanding between the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, unless expressly referred to by reference herein. Without limiting the foregoing, this Agreement shall supersede all prior agreements between the parties as of the effective date hereof.



**14.6 Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the execution of this Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

**14.7 Time of Essence.** The parties agree that time is of the essence throughout the term of this Agreement and any extension or renewal thereof, and of every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts and shall not create a precedent for future such extension thereof.

**14.8 Construction of Agreement.** The parties agree that each party and its counsel have 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 amendment hereto or exhibit herein or therein. To that end, it is understood and agreed by the parties hereto 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.

**14.9 Authority.** Any individual executing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he has full authority to do so on behalf of such entity.

**14.10 Further Assurances.** Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

**14.11 No Third Party Rights.** The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto.

**14.12 Statutes and Regulations.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

**14.13 Incorporation of Exhibits and Recitals.** All exhibits and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in this Agreement by this reference as though at this point set forth in full.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year written below.

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
**TODD A. MUCK**

**DATED:** \_\_\_\_\_

**TAMC**

By \_\_\_\_\_  
**CHRIS LOPEZ**  
**TAMC Chair**

Approved as to form:

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
**TAMC Counsel**

**ATTACHMENT:** "Exhibit A"

## **EXHIBIT "A"**

### **Job Description for TAMC Executive Director**

The Executive Director has primary responsibility for advising TAMC Board on transportation policies, strategies, and programs; implementing and administering Board policy, mission, and goals; overseeing transportation planning and programs, policy analysis, and fiscal management in support of TAMC's strategies and programs; coordinating with Caltrans on appropriate transportation projects; creating and maintaining partnerships for achieving Board transportation and air quality goals; preparing a variety of narrative and statistical reports for distribution to the Board, member agencies, and the funding agencies; administering trust fund activities including preparing short and long term revenue forecasts, preparing budgets, developing and administering systems for fiscal control, authorizing payments, and assisting in fund audits. In addition, he/she represents TAMC at the federal, state, regional and local levels on issues pertaining to transportation programming and planning; oversees, reviews, and makes recommendations on funding applications for various programs; ensures compliance with appropriate laws, rules, and regulations; reviews TAMC performance; hires, trains, directs, dismisses, and evaluates subordinate staff; retains and oversees the work of outside consultants; and maintains and updates long-range staffing plans, resource needs, and contingencies to support TAMC projects.

**Memorandum**

**To:** Board of Directors  
**From:** Ariadne Sambrano, Transportation Planner  
**Meeting Date:** August 28, 2024  
**Subject:** **Bicycle and Pedestrian Committee Nomination - Del Rey Oaks**

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**RECOMMENDED ACTION:**

**APPROVE** the appointment of Micheel Fitzsimmons as the Del Rey Oaks representative on the TAMC Bicycle and Pedestrian Facilities Advisory Committee.

**SUMMARY:**

The Transportation Agency Board appoints representatives on an as-needed basis to serve on the Bicycle and Pedestrian Facilities Advisory Committee to advise staff on bicycle and pedestrian transportation issues and make recommendations to the TAMC Board.

**FINANCIAL IMPACT:**

No financial impact.

**DISCUSSION:**

The TAMC Bicycle & Pedestrian Facilities Advisory Committee is composed of volunteer residents and public agency representatives who meet monthly with TAMC staff to provide input to the TAMC Board on active transportation projects and programs. The Committee also provides input to local jurisdictions and Caltrans on bike and pedestrian infrastructure projects.

Micheel Fitzsimmons was nominated by Mayor Scott Donaldson to represent Del Rey Oaks on TAMC's Bicycle and Pedestrian Facilities Advisory Committee. Mr. Fitzsimmons, who holds a B.S. in Exercise Science and an M.Ed. in Measurement Theory/Statistics, is a retired YMCA Executive (1980-2015) with a lifelong dedication to promoting physical activity. As an avid recreational cyclist, he has been a staunch advocate for safe and effective physical activity, bicycling, and walking. Over his extensive career, Micheel has been deeply involved in youth development and healthy living activity initiatives, recognizing the critical role of safe infrastructure in supporting these activities.

In addition to his professional background, Mr. Fitzsimmons has been actively engaged in various community activities. In Ann Arbor, MI, he participated in Walk, Bike, Washtenaw, promoting safe and accessible transportation modes. In Monterey, he served on the board of the Monterey Public Library Foundation, involved in fundraising efforts to support library programs. His passion for improving road safety for cyclists and his commitment to healthy living make him a valuable candidate for the committee.


Committee vacancies remain for the cities of Gonzales, King City, and Soledad. Staff requests that Board members in these areas recruit interested individuals and refer them to staff for more information.

**ATTACHMENTS:**

1. Micheel Fitzsimmons BPC Application

**WEB ATTACHMENTS:**

**Application for Appointment  
 Transportation Agency for Monterey County  
 Bicycle and Pedestrian Facilities Advisory Committee**

Name of Applicant		
Fitzsimmons	Michael	
(last)	(first)	(mi)
Residence Street Address		
City:	Del Rey Oaks	Zip: 93940
Telephone: Home		Work:
Are you a full-time paid officer or employee of local, state or federal government?		
No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> If yes employer _____ position _____		
Education: BS, EXERCISE SCIENCE M.Ed, Measurement Theory/Statistics		
Present Occupation: Retired YMCA EXECUTIVE (1980-2015)		
Please describe why you are interested in serving on this committee:		
Support The promotion of safe & effective physical activity, bicycling, walking Avid recreation cyclist Professional career in support of youth development & healthy living community INITIATIVES		
Please describe other community activities that you have been involved in :		
ANN ARBOR, MI - WALK BIKE WASH TENAW - promoting safe, accessible transportation modes MRY - Monterey LIBRARY, board members MPLF&F fund raising to support library programs		
Please sign 		Date July 3, 2024

Micheel Fitzsimmons

B.S, Exercise Science

M. Ed Measurement Theory/ Statistics

**Present Occupation:** Retired YMCA Executive (1980- 2015)

**Please describe why you are interested in serving on this committee:**

- Support the promotion of safe and effective physical activity, bicycling, walking and recreation cyclist. Professional career in support of youth development and healthy living activity initiatives.

Please describe other community activities that you have been involved in:

- Ann Arbor, MI – Walk, Bike, Washtenaw – Promoting Safe, Accessible Transportation modes
- Monterey – Monterey/Library, Board Members MPLF/F fund raising to support library programs.

July 3, 2024

Janneke Strause  
Transportation Planner  
Transportation Agency for Monterey County  
55 B. Plaza Circle  
Salinas, CA 93901  
Via email to: [janneke@tamcmonterey.org](mailto:janneke@tamcmonterey.org)

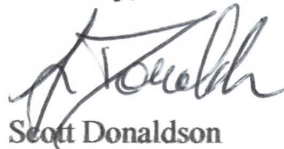
**SUBJECT: Appointment of Mike Fitzsimmons to represent Del Rey Oaks on the  
TAMC Bike and Pedestrian Facilities Advisory Committee**

Dear Ms. Strause:

The City of Del Rey Oaks nominates Mike Fitzsimmons to represent Del Rey Oaks on the TAMC Bike and Pedestrian Facilities Advisory Committee. Please find his application enclosed for your review.

Mr. Fitzsimmons is an active advocate for bicycling/walking in the area and would make a fine addition to the TAMC Bike and Pedestrian Facilities Advisory Committee.

Sincerely,



Scott Donaldson  
Mayor



**Memorandum**

**To:** Board of Directors  
**From:** Aaron Hernandez, Transportation Planner  
**Meeting Date:** August 28, 2024  
**Subject:** **Transportation Development Act Allocation**

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**RECOMMENDED ACTION:****Transportation Development Act Allocation:**

1. **APPROVE** Monterey-Salinas Transit District's (MST) application for State Transportation Development Act funds; and
2. **ADOPT** Resolution 2024-11 allocating a total of \$26,435,542 in Transportation Development Act funds to the Monterey-Salinas Transit District, composed of \$19,689,686 in Local Transportation Funds and \$6,745,856 in State Transit Assistance funds for Fiscal Year 2024-25.

**SUMMARY:**

As the Regional Transportation Planning Agency, TAMC oversees the approval process for allocating State funds devoted to local transit expenditures. On an annual basis, the Monterey-Salinas Transit District submits an application to TAMC for Transportation Development Act Funds. Allocation of Transportation Development Act funds must occur after the agency completes the Unmet Transit Needs process.

**FINANCIAL IMPACT:**

The Transportation Agency allocates all available Local Transportation Funds and State Transit Assistance funds to MST to support public transit service. The estimated total Fiscal Year 2024-25 allocation to MST is \$26,435,542 comprising of \$19,689,686 in Local Transportation Funds and \$6,745,856 in State Transit Assistance Funds.

**DISCUSSION:**

The Transportation Development Act provides two major sources of funding of public transportation in California. The first, the Local Transportation Fund is derived from a 1/4 cent of the general sales tax collected statewide. The second, the State Transit Assistance fund is derived from the statewide sales tax on diesel fuel and distributed back to transportation planning agencies on a population-based (Public Utilities Code 99313) and transit operator revenue-based (Public Utilities Code 99314) formula.

Each February, the Transportation Agency prepares an estimate of the Local Transportation funds it expects to be available in the coming fiscal year. The Local Transportation Fund estimate for Monterey-Salinas Transit District is \$19,689,686.

Local Transportation Funds are apportioned to eligible uses in the following priority order, pursuant to State law:

1. Transportation Agency Administration and Planning;
2. Bicycle & pedestrian projects via the Transportation Development Act 2% program;
3. Public transit by jurisdiction, based on population as reported by the Dept of Finance; and
4. Construction and maintenance of local streets and roads.

Transit operators may use State Transit Assistance funds for transit operations and capital projects. For operations, new State law requires transit operators to comply with efficiency standards to demonstrate that the operating cost per revenue vehicle hour is increasing by no more than the Costumer Price Index. For capital projects, there are no restrictions. It is notable that while MST met the standard 15% farebox recovery ratio, that requirement through the Transportation Development Act was waved through Assembly Bill 90 for the fiscal years impacted by the COVID-19 pandemic (2020-2021 and 2021-2022).

The Transportation Agency no longer allocates Local Transportation Funds for local streets and roads projects, and is therefore no longer required to adopt a finding on unmet transit needs. However, prior to allocating Local Transportation funds, TAMC is required to conduct a public hearing and outreach to identify unmet transit needs. The unmet transit needs process was conducted earlier this year and the Board of Directors received the Unmet Transit Needs List at the June 26, 2024 meeting.

Staff recommends that the Board approve MST's application and adopt Resolution 2024-11 (**attached**), which allocates \$26,435,542 in Transportation Development Act funds to MST for public transit service in Monterey County for fiscal year 2024-25.

**ATTACHMENTS:**

1. Resolutions 2024-11 - Transit Funding Allocation for FY 2024-25

**WEB ATTACHMENTS:**



**RESOLUTION NO. 2024-11  
OF THE  
TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)**

***FISCAL YEAR 2024-25 TRANSPORTATION DEVELOPMENT ACT FUND ALLOCATIONS TO PUBLIC  
TRANSIT OPERATORS***

**WHEREAS**, Fiscal Year 2024-25 Transportation Development Act applications to support public transportation systems have been received by the Transportation Agency for Monterey County and are summarized as follows:

<b>Jurisdiction</b>	<b>Fund</b>	<b>Type of Service</b>	<b>Operating and/or Capital</b>	<b>State Controller's Report Code</b>
Monterey-Salinas Transit	Local Transportation Fund	Fixed Route Transit Service and/or RIDES ADA paratransit	\$19,689,686	Art. 4 Transit 99260 (a) & 99260.7
Monterey-Salinas Transit	State Transit Assistance	Fixed Route Transit Service and/or RIDES ADA paratransit	\$6,745,856	Art. 6.5 PUC 99313.3
<b>Total</b>			\$26,435,542	

**WHEREAS**, Fiscal Year 2024-25 State Transit Assistance estimates have been prepared by the California State Controller describing the funding expected to be available for allocation by the Transportation Agency for Monterey County to public transit operators in Monterey County;

**WHEREAS**, State Assembly Bill 644 established the Monterey-Salinas Transit District that includes the cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Monterey, Pacific Grove, Salinas, Seaside, Sand City, Gonzales, Soledad, Greenfield, and King City, as well as the unincorporated population within three quarters of a mile of the MST fixed transit routes in the

unincorporated area effective July 1, 2010, and which will have first priority to claim the Local Transportation Funds apportioned to these jurisdictions for public transit; and

**WHEREAS**, the County of Monterey and Monterey-Salinas Transit have a Memorandum of Understanding that describes the operating plan to implement special transit services in various unincorporated County areas and how those services are to be coordinated with other public transportation providers in Monterey County;

**WHEREAS**, the public and special transit services of the County of Monterey are responding to a transportation need not otherwise being met within the community;

**WHEREAS**, Article 4, Section 99260 of the Public Utilities Code states that claims may be filed under this article with the transportation planning agency by operators for the purpose of supporting public transportation systems; and

**WHEREAS**, the State of California pursuant to the Public Utilities Code, Chapter 4, Transportation Development Section 99313 and 99314 has made State Transit Assistance Funds available to transportation planning agencies to be allocated for public transportation purposes;

**WHEREAS**, Article 8, Section 99400 of the Public Utilities Code states that claims may be filed under this article with the transportation planning agency by counties and cities for the purpose of payment to any entity which is under contract with a county or city for public transportation or for transportation services for any group, as determined by the transportation planning agency, requiring special transportation assistance; and

**WHEREAS**, Monterey-Salinas Transit is able to claim all available Local Transportation Funds in Monterey County to support public transit service pursuant to the finding adopted by the Transportation Agency for Monterey County on June 23, 2010.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The public and special transit system operated by Monterey-Salinas Transit is found to be in conformity with the Regional Transportation Plan; and
2. The public and special transit systems operated by Monterey-Salinas Transit are found to be in compliance with Transportation Development Act (TDA) Section 99268.4, and are recovering at least 15% of their operating costs in passenger fares; and
3. The Transportation Agency for Monterey County (TAMC) hereby directs the Executive Director or his designee to claim Local Transportation Funds and State Transit Assistance as needed to support the public and special transit systems serving Monterey County and allocate those funds to Monterey-Salinas Transit.

**PASSED AND ADOPTED** by the Transportation Agency for Monterey County, State of California  
this 28<sup>th</sup> day of August 2024, by the following votes:

**AYES:**

**NOES:**

**ABSENT:**

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**CHRIS LOPEZ, CHAIR**  
**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

**ATTEST:**

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**TODD MUCK, EXECUTIVE DIRECTOR**  
**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

## Memorandum

**To:** Board of Directors  
**From:** Doug Bilse, Principal Engineer  
**Meeting Date:** August 28, 2024  
**Subject:** **Safe Streets for All (SS4A) Project Request for Proposals**

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### **RECOMMENDED ACTION:**

#### **Monterey County Regional Vision Zero Program:**

1. **APPROVE** the Request for Proposals Scope of Work for the Monterey County Regional Vision Zero program;
2. **AUTHORIZE** staff to publish the Request for Proposals and return to the Board of Directors with a recommendation for approval of a consultant, including the final scope of work; and
3. **APPROVE** the use of funds from the approved project budget for this contract in an amount not to exceed \$750,000.

### **SUMMARY:**

The Transportation Agency received a federal Safe Streets and Roads for All (SS4A) planning grant to prepare Vision Zero action plans for each jurisdiction in Monterey County that does not currently have one. Agency staff is seeking to release a competitive request for proposals to select a consulting firm to assist with the effort.

### **FINANCIAL IMPACT:**

TAMC applied for and was awarded a grant to prepare a Comprehensive Safety Action Plan for each jurisdiction in Monterey County that does not have an existing plan, or is in the process of developing one through a SS4A grant. The grant amount was \$640,000 with a local match of \$160,000 funded through the Service Authority for Freeways and Expressways (SAFE) Reserve funds. Over \$3 billion is still available for future SS4A funding rounds, which a portion will go towards capital improvements for jurisdictions with an approved action plan.

### **DISCUSSION:**

The Monterey County Regional Vision Zero Plan will be a comprehensive county-wide safety action plan developed by TAMC in collaboration with partner agencies and other stakeholders to promote coordinated solutions to reduce fatalities and injuries due to traffic collisions in Monterey County.

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, and equitable mobility for all. Through the federal SS4A grant, TAMC's Monterey County Regional Vision Zero Plan will develop individual action plans for the Cities of Carmel by the Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Pacific Grove, Sand City, Seaside, Soledad, and the County of Monterey (the Cities of Monterey and Salinas have already adopted Vision Zero Plans). Adoption of a Vision Zero Action Plan will make the jurisdiction eligible for further funding to construct the improvements envisioned in the plan.

In order to apply for an SS4A implementation grant, a jurisdiction must have an Action Plan that meets the following eligibility conditions:

1. Multimodal, systemic roadway safety analysis with mapping
2. A list of projects and strategies identified in the plan
3. At least 4 of the following items:
  - Commitment to eliminating roadway fatalities and serious injuries, and establishing a safety goal;
  - Convening a task force responsible for Action Plan development, implementation, and monitoring;
  - Meaningfully engaging public, stakeholders, partner agencies;
  - Conducting an equity-centered process, analysis, and impact assessment;
  - Assessing and updating existing plans, policies, guides; or
  - Developing metrics to assess progress over time.

The Request for Proposals (**Attachment 1**) defines the work expected to be completed as part of this grant.

**ATTACHMENTS:**

1. Safe Streets for All Comprehensive Safety Action Plan - Scope of Work

**WEB ATTACHMENTS:**

**ATTACHMENT A**

**SCOPE OF WORK and SCHEDULE**

**Monterey County Regional Vision Zero Action Plan**

<b>Milestone</b>	<b>Schedule Date</b>
Planned Draft Plan Completion Date:	May 2026
Planned Final Plan Completion Date:	September 2026
Planned Final Plan Adoption Date:	November 2026

**INTRODUCTION:**

The Transportation Agency for Monterey County (TAMC) is hiring a team to develop comprehensive safety action plans for the region and individual plans for each jurisdiction in Monterey County. The project is federally funded by a Safe Streets for All (SS4A) planning grant. The SS4A program supports the U.S. Department of Transportation's National Roadway Safety Strategy and their goal of zero roadway deaths using a Safe System Approach. A comprehensive safety action plan (referred to as an "Action Plan") is the basic building block to significantly improve roadway safety. Action Plans are aimed at reducing and eliminating serious-injury and fatal crashes affecting all roadway users. Action Plans use data analysis to characterize roadway safety problems and strengthen a community's approach through projects and strategies that address the most significant safety risks. For an agency to successfully apply for SS4A implementation grants, they must have an approved "Action Plan" that meets strict SS4A criteria.

This project will develop a Monterey County Regional Vision Zero Action Plan (RVZAP) in collaboration with its project partner agencies and other stakeholders to promote coordinated solutions in engineering, education, encouragement, evaluation, equity, and enforcement. The goal of the RVZAP is to eliminate fatalities and severe injuries in Monterey County through existing efforts and programs, along with implementation of additional recommendations. The RVZAP will utilize the Safe Systems Approach to develop recommendations focused on infrastructure, human behavior, and emergency response. The RVZAP will break down the study area into three Project Study Zones that include associated project partner agencies:

- South County: cities located in southern part of the county including unincorporated areas adjacent to these cities
- North County: cities located in northern part of the county including unincorporated areas adjacent to these cities
- Coastal Area: coastal cities located in the county including unincorporated areas adjacent to these cities



This project will develop an action plan for each jurisdiction in Monterey County that does not currently have an adopted plan. The action plans will include recommendations for local roadways and state highways. This project will develop individual action plans for the following Project Partner Agencies:

1. City of Carmel by the Sea
2. City of Del Rey Oaks
3. City of Gonzales
4. City of Greenfield
5. City of King City
6. City of Marina
7. City of Pacific Grove
8. City of Sand City
9. City of Seaside
10. City of Soledad
11. County of Monterey

Community engagement will be a critical component of a successful project. The SS4A program reflects the objectives of the Justice40 Initiative to confront and address decades of underinvestment in disadvantaged communities. The public engagement plan should be designed to identify and prioritize projects that benefit rural, suburban, tribal, and urban communities facing barriers to affordable, equitable, reliable, and safe transportation. The SS4A program is a “J40 Initiative-covered” program and the Action Plans developed as part of this contract should reflect recommendations expected to be successful candidates for future SS4A implementation grants.

TAMC will establish a vision statement for the RVZAP. The development of the vision statement will be a collaborative effort by TAMC, each jurisdiction, and safety partners, with direction from the governing boards of each jurisdiction. The vision statement will be an official public commitment (e.g., resolution, policy, ordinance, etc.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, or (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries. The RVZAP would be designed to acknowledge this goal and incorporate its achievement into analysis and implementation as noted below.

The RVZAP will promote safety towards preventing death and serious injuries on public roadways through a prioritized list of evidence-based recommendations that:

- Employ low-cost, high-impact strategies that can improve safety throughout the project study area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;

- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies;
- Demonstrate engagement with a variety of public and private stakeholders; and
- Align with TAMC’s mission and Strategic Goals such as safety; climate change and sustainability; equity and Justice40; and workforce development, job quality, and wealth creation.

### **RESPONSIBLE PARTIES:**

TAMC, Consultant, Project Partner Agencies listed above

### **PROJECT OBJECTIVES:**

- Consider Vision Zero best practices that include applicable policies, programs, and strategies that have been successfully implemented.
- Coordinate with existing road safety efforts underway in Monterey County and Vision Zero initiatives in the region.
- Engage community stakeholders in setting investment priorities for Vision Zero strategies.
- Propose Vision Zero strategies for TAMC and each Project Partner Agency and identify required financial and staffing resources necessary for a phased implementation.
- Identify partnership opportunities with public, private, and non-profit organizations to advance Vision Zero strategies.
- Refine existing and propose new metrics to track plan progress towards Vision Zero.
- Develop an individual Vision Zero Action Plan to be approved by each Project Partner Agency and a regional action plan to be approved by TAMC.
- Develop an Annual Report template that can be used by TAMC staff for future reporting on progress towards Vision Zero goals.

### **ACTION PLAN COMPONENTS:**

The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality. A successful Action Plan includes eight key components, which are described in detail below and in Table 1 of the SS4A Notice of Funding Opportunity.

#### **1. Leadership Commitment and Goal Setting**

Leadership commitment and goal setting is an official public commitment (e.g., resolution, policy, ordinance) by a high-ranking official and/or governing body (e.g., mayor, city council, Tribal council, metropolitan planning organization, policy board) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

- The target date for achieving zero roadway fatalities and serious injuries, or

- An ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.

## 2. Planning Structure

A planning structure is a committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.

## 3. Safety Analysis

Safety analysis is analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. It includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (e.g., motorists, pedestrians, transit users). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographics, and structural issues). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a high-injury network or equivalent).

## 4. Engagement and Collaboration

Engagement and collaboration involve robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practicable.

## 5. Equity Considerations

Equity considerations include plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.

## 6. Policy and Process Changes

Policy and process changes include assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses

implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

## 7. Strategy and Project Selections

Strategy and project selections include identification of a comprehensive set of projects and strategies—shaped by data, the best available evidence and noteworthy practices, and stakeholder input and equity considerations—that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach and effective interventions and consider multidisciplinary activities. To the extent practicable, data limitations are identified and mitigated. Once identified, the projects and strategies are prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explain the prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

## 8. Progress and Transparency

Progress and transparency are methods to measure progress over time after an Action Plan is developed or updated, including outcome data. It's a means to ensure ongoing transparency is established with residents and other relevant stakeholders. The approach must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and public posting of the Action Plan online.

For a project to be eligible for an SS4A implementation grant, it must be included in an approved action plan, or a combination of one or more existing plans, that substantially meets the following eligibility conditions:

- Multimodal, systemic roadway safety analysis with mapping
- A list of projects and strategies identified in the plan
- Plus at least 4 of the following:
  - a. Commitment to eliminate roadway fatalities and serious injuries, and a safety goal
  - b. Task force responsible for Action Plan development, implementation, and monitoring
  - c. Meaningfully engaged public, stakeholders, partner agencies
  - d. Equity-centered process, analysis, and impact assessment
  - e. Assessment of and approach to update existing plans, policies, guides
  - f. Metrics to assess progress over time

**1. Project Management**

**Task 1.1: Project Kick-off Meeting**

- Meeting between consultant team and TAMC staff to review roles, responsibilities, and project timeline and deliverables.

**Task 1.2: Staff Coordination**

- Monthly to bi-monthly project team meetings with consultant and stakeholders to ensure good communication and that the project remains on time and within budget. Consultant shall record action items for each meeting.
- Responsible Party: Consultant

<b>Task</b>	<b>Deliverable</b>
1.1	<i>Meeting Agenda and Notes</i>
1.2	<i>Monthly Meeting Notes</i>

**2. Public Outreach**

**Task 2.1: Community Engagement Plan**

- Devise an engagement strategy describing the process and opportunities for public input in each Project Study Zone. Outreach will focus on underserved and unserved communities and include partnerships with community organizations.
- Responsible Party: Consultant

**Task 2.2: Online Community Engagement**

- Create content for a bilingual (English/Spanish) project website with project information, announcements, and comment box for the public to submit feedback. This content will be housed on the TAMC website and will be a resource for communicating project information and receiving public comments.
- TAMC uses the Public Input community engagement software system, which will be available for use by the consultant.
- Target outreach to solicit public input from citizens unable to attend community workshops or presentations with an interactive online project forum.
- Responsible Party: Consultant

**Task 2.3: Meetings with Stakeholders**

- TAMC will establish three Vision Zero Task Force Groups, one for each Project Study Zone, consisting of staff representatives from City and County departments and other project stakeholders to provide input on the development of the RVZAP.
- Consultant to present at up to 9 Vision Zero Task Force Group meetings. The Vision Zero Task Force Groups will review data, identify safety issues and provide input on the deliverables in subsequent tasks. Consultant to develop outreach/presentation materials for Task Force meetings.

- The timing of Vision Zero Task Force Group meetings and level of involvement will be discussed during the project kick-off meeting.
- In addition to Task Force Groups, consultant will meet once with Public Works staff from each jurisdiction (11 meetings total) to discuss recommendations.
- Consultant shall record action items for each meeting.
- Responsible Party: Consultant

**Task 2.4: Community Workshops**

- These workshops will take place in each jurisdiction (22 meetings total) to introduce the RVZAP to the community, define the scope of the plan, introduce the project website, review the collision emphasis areas, and solicit feedback from the public about the plan. Public comments will be used to help define and prioritize specific plan objectives and recommendations. Consultant will organize and promote community workshops, with support from TAMC staff. Consultant will develop all workshop presentations and materials.
- The timing of community workshops and level of involvement will be discussed during the project kick-off meeting.
- Responsible Parties: Consultant and TAMC

<b>Task</b>	<b>Deliverable</b>
2.1	<i>Community engagement plan</i>
2.2	<i>Content for project website, interactive online project forum</i>
2.3	<i>Presentation materials, meeting notes, and summary of feedback.</i>
2.4	<i>Workshop materials, summary of public feedback.</i>

**3. Comprehensive Review of Existing Documents and Data**

The Consultant shall perform a review of relevant plans and policy documents applicable to the transportation network within each partner jurisdiction. This includes, but is not limited to: General Plans, Monterey County Active Transportation Plan, Local Roadway Safety Plans, Specific Plans, the standard plans and specifications for each jurisdiction, the street standards for each jurisdiction, Capital Improvement Programs, Traffic Impact Fee projects lists, applicable Countywide Transportation Safety Policy and Implementation Guide, AB 43, and other relevant local and regional policies and guidelines.

- Responsible Party: Consultant.

<b>Task</b>	<b>Deliverable</b>
3	<i>Draft and final document review memorandum</i>

## 4. Data Analysis

### Task 4.1: Collision History and Safety Data Analysis

- The Consultant shall perform a comprehensive review of crash data, traffic data, and roadway characteristics. The consultant shall collect additional data as needed to support analysis. TAMC staff will work with each jurisdiction to collect any existing traffic data.
- TAMC is interested in including factors related to “level of traffic stress” when identifying and prioritizing safety issues related to pedestrians and cyclists. The consultant team should discuss their approach to include data related to level of stress as part of the action plan process.
- To understand roadway risk factors and other contextual characteristics present in common for high-severity collision types, the consultant shall develop a GIS database of roadway, land use, and demographic characteristics, including ADT and prevailing speeds. The Consultant shall conduct a review of the collision data for each jurisdiction, summarized in exhibits such as: collisions over time, collisions by type, collisions by mode, etc. The Consultant shall develop a series of collision maps for each jurisdiction that include collision mode and severity.
- Responsible Party: Consultant.

### Task 4.2: High Injury Network

- The Consultant shall identify multimodal High-Injury Networks (HINs) in each jurisdiction, with an emphasis on fatal and severe injury collisions. The HINs will use a weighted collision score for each roadway segment that combines all injury levels, with fatal and severe injuries receiving higher weights.
- Develop a series of maps for each jurisdiction that illustrate the HIN for each mode: pedestrians, bicyclists, and vehicles; and a multimodal HIN that combines all three.
- Responsible Party: Consultant.

### Task 4.3: Equity Analysis

- The Consultant shall conduct an equity and health analysis using a data-driven approach that identifies concentrations of historically disadvantaged or vulnerable populations using public health and demographic indicators. Special attention will be paid to demographic groups who are likely to face mobility restrictions including populations that are older, low income, and are ethnic minorities. Cross reference this data with statewide mapping tools, such as CalEnviroScreen. This information can help guide prioritization of facilities so that multimodal improvements are benefiting those who could most benefit from additional travel options and improve access to life-enhancing services and community centers. This analysis will map areas of high need as defined by concentration of population indicators; the results will also be summarized in a brief memo.
- Responsible Party: Consultant.

**Task 4.4: Collision Profiles**

- The Consultant shall define a set of Collision Profiles, which will represent the Vision Zero emphasis areas. These will be identified through a systemic collision analysis, which involves cross tabulating collision data with contextual data to identify key trends in types of locations that experience high concentrations of fatal and severe injury collisions. This cross tabulation of data is referred to as systemic collision matrices. Systemic collision matrices will be developed for motor vehicle, bicycle, and pedestrian modes; a set of matrices will be queried for all collision severities, and a set of matrices will be queried for only fatal and severe injury collisions. In review of the systemic collision matrices and collision landscape analysis, collision profiles will be identified, focusing on fatal and severe injury collisions. Each collision profile will include a map of the corresponding collisions, the percent of fatal and severe injury collisions encompassed by the profile, and identification of applicable potential countermeasures for implementation considerations.
- Responsible Party: Consultant.

**Task 4.5: Collision Data Summary Exhibits**

- The Consultant shall prepare digital and hard copies of emphasis area summaries to present at stakeholder engagement meetings and community workshops. These materials will include a survey that allows the public to prioritize the identified emphasis areas.
- Responsible Party: Consultant.

<b>Task</b>	<b>Deliverable</b>
4.1	<i>Collision Maps</i>
4.2	<i>High-Injury Network Maps</i>
4.3	<i>Equity Analysis Memorandum and Maps</i>
4.4	<i>Draft and Final Collision Assessment Memo including results of the collision landscape analysis, high collision locations, and collision profiles</i>
4.5	<i>Collision data summary exhibits</i>

**5. Identify Countermeasures and Strategies**

- Using the analysis and stakeholder engagement from the previous tasks, develop a prioritized list of countermeasures. This list will form the basis of a safety mitigation toolbox that will best address the most prevalent safety challenges. The toolbox will consist of proven measures that will be among the 82 types from the Caltrans’ Local Road Safety Manual, as these countermeasures are eligible for HSIP grant



funding, along with other successful measures that could be considered for application outside of HSIP funding.

- Responsible Party: Consultant.

Task	Deliverable
5	<i>Draft and final countermeasure toolbox</i>

**6. Implementation Program**

- The Consultant will collaborate with TAMC and partner agency staff to develop a strategy for implementing the recommended countermeasures and monitoring safety outcomes. The program developed will identify strategies and tools for monitoring performance, potential funding sources, agency roles and responsibilities for implementation of the plan, opportunities for funding of maintenance, and potential updates to City/County design standards.
- Responsible Party: Consultant

Task	Deliverable
6	<i>Draft and final implementation program memorandum</i>

**7. Plan Development**

**Task 7.1: Administrative Draft Plan**

- The Consultant shall develop a draft Regional Vision Zero Action Plan (RVZAP) based on the findings from the work conducted in Tasks 1 through 6, including Action Plans for each jurisdiction. Each deliverable developed in a prior task shall serve as a section of the draft RVZAP. The draft RVZAP shall include existing safety efforts and policies, data analysis methods and results, emphasis areas, countermeasures, and ways to implement the Plan. Exhibits and maps shall be included as appropriate. The Consultant shall circulate the draft RVZAP to TAMC and partner agency staff and stakeholders for input.
- Responsible Party: Consultant

**Task 7.2: Draft Plan**

- The Consultant shall create a final RVZAP, based on one round of consolidated comments from TAMC and local agency staff on the draft RVZAP. Provide online and printed versions of the document. The Consultant shall also create a public-facing summary presentation, to be delivered by TAMC staff to the boards of local agencies and members of the public.
- Responsible Party: Consultant

**Task 7.3: Final Plan**

- The Consultant shall create a final RVZAP, based on comments from the public and the governing boards of each jurisdiction. The final RVZAP will provide a roadmap

for the jurisdictions moving forward. It will describe the implementation program the Cities/County should follow and any subsequent updates to the plan necessary based on new data or information becoming available. The consultant shall provide a presentation on the final plan to the TAMC board.

- Responsible Party: Consultant

**Task 7.4: Annual Report Template**

- The Consultant shall create an Annual Report template that can be used by TAMC staff to provide annual reporting on progress towards Vision Zero goals. Consultant shall provide a memo on methodology to annually review and report on collision data.
- Responsible Party: Consultant

<b>Task</b>	<b>Deliverable</b>
7.1	<i>Administrative Draft Plan</i>
7.2	<i>Draft Plan Document and Presentation</i>
7.3	<i>Final Plan Document and Presentation</i>
7.4	<i>Annual Report Template and Memo on Report Methodology</i>

**8. Fiscal Management**

**Task 8.1: Invoicing**

- Submit complete invoice packages to TAMC based on milestone completion. Submissions will be at least quarterly, but no more than monthly.
- Responsible Party: Consultant

**Task 8.2: Quarterly Reports**

- Submit quarterly reports to TAMC providing a summary of project progress and grant expenditures.
- Responsible Party: Consultant

<b>Task</b>	<b>Deliverable</b>
8.1	<i>Invoice Packages</i>
8.2	<i>Quarterly Reports</i>

## Memorandum

**To:** Board of Directors  
**From:** Christina Watson, Director of Planning  
**Meeting Date:** August 28, 2024  
**Subject:** Legislative Update

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### RECOMMENDED ACTION:

**RECEIVE** update on state and federal legislative issues.

### SUMMARY:

This staff report includes updates on state and federal legislative activities.

### FINANCIAL IMPACT:

The legislative proposals may have a financial impact on TAMC if they are enacted.

### DISCUSSION:

**Attachment 1** is the draft state bill list, with cross-out and underline indicating changes since the last Board report. Priorities listed in the bill list refer to the adopted 2024 legislative program, online as a **web attachment**. Bills that have died have been removed from the list. There are no new position recommendations as of the writing of this report. **Attachment 2** is a state legislative update, focused on the final budget.

On July 25, 2024, the Senate Appropriations Committee marked up S. 4796, the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2025 (THUD Appropriations Act). Unfortunately, neither of TAMC's projects were included in the bill; California Senators Padilla and Butler received funding for only four transportation projects in the bill.

**Attachment 3** is a federal legislative update. Online as **web attachments** are the American Public Works Association summary of the transit and rail provisions of the bill and the American Association of State Highway and Transportation Officials summary of the highway provisions of the bill.

The next step is for the Senate and House of Representatives to each pass their respective bills and then the relevant Committees will hold a conference to merge the bills into one, before adopting the bill on the floor of each house and sending the final bill to the President to sign. The House is currently in recess and will not hold votes until it returns the week of September 9, pausing any immediate action on the House THUD Appropriations bill. As the federal fiscal year ends on September 30, it is highly likely that they will pass another Continuing Resolution to give themselves more time to adopt the appropriations bill.

### ATTACHMENTS:

1. State bill list
2. State legislative update
3. Federal Legislative Update

## **WEB ATTACHMENTS:**

- [TAMC 2024 Legislative Program](#)
- [July 26, 2024 American Public Transit Association legislative update, "Senate Committee on Appropriations Advances FY 2025 Transportation Appropriations Bill"](#)
- [July 26, 2024 American Association of State Highway and Transportation Officials legislative update, "Senate Appropriations Releases FY 2025 THUD Bill"](#)

**TAMC Bill Matrix – August 2024**

Measure	Status	Bill Summary	Recommended Position
<b>AB 7 (Friedman)</b> <b>Transportation: project selection processes</b>	9/11/23 Senate Floor Inactive	As amended on September 1, 2023, this bill would require the California State Transportation Agency (CalSTA), the Department of Transportation (Caltrans), and the California Transportation Commission (CTC) to incorporate principles outlined in the Climate Action Plan for Transportation Infrastructure (CAPTI), the federal Infrastructure Investment and Jobs Act of 2021 (IIJA), and the federal Justice40 initiative into their existing program funding guidelines and processes.	<b>Watch</b> <b>Priority 1S</b>
<b>AB 1904 (Ward)</b> <b>Transit buses: yield right-of-way sign</b>	5/30/24 Senate Floor	This bill would allow transit agencies statewide to equip buses with a yield right-of-way sign on the left rear of the bus designed to warn a person operating a motor vehicle approaching the rear of the bus that the bus is entering traffic and be illuminated by a red flashing light when the bus is signaling in preparation for entering a traffic lane after having stopped to receive or discharge passengers.	<b>Watch</b> <b>Priority 9S</b>
<b>AB 2302 (Addis)</b> <b>Open meetings: local agencies: teleconferences</b>	6/6/24 Senate Floor	This bill revises the Brown Act to allow local legislative bodies to meet virtually more frequently based on the number of meetings that they convene. While there are no changes to those entities that meet monthly, entities that meet twice per month can meet virtually five times annually, and those that meet three times or monthly can meet seven times virtually annually. This bill would not impact any TAMC meeting as none of them meet twice per month.	<b>Watch</b> <b>Priority 15S</b>
<b>AB 2259 (Boener)</b> <b>Transportation: bicycle safety handbook</b>	6/24/24 Senate Appropriations Suspense File	As amended on May 16, this bill would require the California State Transportation Agency (CalSTA) to develop and distribute, on or before September 1, 2025, a bicycle safety handbook that includes information on, among other things, existing laws regulating bicycles and e-bikes. The information is to be made available on websites for the California Highway Patrol, California State Library, and Department of Motor Vehicles.	<b>SUPPORT</b> <b>Priority 9S</b> <b>Letter sent 4/10/24</b>

TAMC Bill Matrix – August 2024

Measure	Status	Bill Summary	Recommended Position
<b>AB 2290 (Friedman)</b> <b>Class III bikeways:</b> <b>bicycle facilities:</b> <b>Bikeway Quick-Build</b> <b>Project Pilot Program</b>	6/24/24 Senate Appropriations Suspense File	As amended on June 13, this bill would prohibit the <u>CTC from adding a project that creates a Class III bikeway or adds a specific road marking used to inform road users that bicyclists might occupy the travel lane, unless the bikeway or road marking is on a highway with a design speed limit of 25 miles per hour or less or the project will implement improvements to reduce the design speed limit to 25 miles per hour or less</u> <del>allocation of Active Transportation Program funds for a project that creates a Class III bikeway unless the project is on a residential street with a design speed limit of 20 miles per hour or less or the project will reduce the design speed limit to 20 miles per hour or less.</del> A Class III bikeway is defined as a bikeway that provides a right-of-way on-street or off-street, designated by signs or permanent markings and shared with pedestrians and motorists. This bill would establish the Bikeway Quick-Build Project Pilot Program to expedite development and implementation of bikeways on the state highway system. <u>This bill is similar to SB 1216.</u>	<b>Watch</b> <b>Priority 2S</b>
<b>AB 2401 (Ting)</b> <b>Clean Cars 4 All</b> <b>Program</b>	6/26/24 Senate Appropriations	As amended on April 9, this bill would require the Clean Cars 4 All Program to ensure that incentives provided under the program are available in all areas of the state and that, in those areas where a local air district has not elected to manage the distribution of incentives, the ARB manages the distribution of incentives to eligible residents of those areas.	<b>SUPPORT</b> <b>Priority 4S</b> <b>Letter sent</b> <b>4/10/24</b>
<b>AB 2583 (Berman)</b> <b>School Zones and</b> <b>Routes</b>	7/5/24 Senate Appropriations	As amended on June 27, this bill would establish a default speed limit of 25 miles per hour in school zones during the hours when children are present, when a sign states specified hours. The bill would authorize a local authority to adopt a resolution to establish a default speed limit of 20 miles per hour. After January 1, 2028, 20 miles per hour would become the default speed limit in a school zone statewide.	<b>Watch</b> <b>Priority 9S</b>

**TAMC Bill Matrix – August 2024**

Measure	Status	Bill Summary	Recommended Position
<b>AB 2815 (Petrie-Norris)</b> <b>Clean Transportation Program: electric vehicle chargers</b>	7/2/24 Senate Appropriations	As amended on July 2, this bill would require the State Energy Resources Conservation and Development Commission to provide funding through <u>a new or existing program under</u> the Clean Transportation Program for repair or replacement of nonoperational electric vehicle charging stations that are at least 5 years old, that were installed before January 1, 2024, and that are in a publicly available parking space. The bill would require the commission to allocate at least 50% of that funding to low-income communities and disadvantaged communities.	<b>Watch</b> <b>Priority 4S</b>
<b>AB 3278 (Committee on Transportation)</b> <b>Transportation: omnibus bill</b>	6/26/24 Assembly Appropriations	As amended on June 13, the bill was amended to clean up various codes, including properly referencing the Transportation Agency for Monterey County in instances where “of” is used instead of “for”.	<b>SPONSOR</b> <b>Priority N/A</b>
<b>SB 768 (Caballero)</b> <b>CEQA: CalSTA: vehicle miles traveled: study</b>	7/2/24 Assembly Appropriations Suspense File	As amended on May 29, 2024, this bill would require the California State Transportation Agency (CalSTA), in consultation with local agencies, including Regional Transportation Planning Agencies (RTPAs), to conduct a study on how vehicle miles traveled is used as a metric for measuring transportation impacts pursuant to the California Environmental Quality Act (CEQA).	<b>SUPPORT</b> <b>Priority 2S</b> <b>Letter sent 5/23/24</b>

**TAMC Bill Matrix – August 2024**

Measure	Status	Bill Summary	Recommended Position
<b>SB 960 (Wiener)</b> <b>Transportation: planning: complete streets facilities: transit priority facilities projects</b>	7/3/24 Assembly Appropriations	As amended July 3, this bill would require Caltrans to adopt a transit priority policy to guide the implementation of transit priority facilities on the state highway system. The bill would require inclusion of bicycle, pedestrian, and transit priority facilities in the Transportation Asset Management Plan (TAMP), the State Highway System Management Plan (SHSMP), and the plain language performance report of the State Highway Operation and Protection Program (SHOPP). This bill would also require any project in the SHOPP to include bicycle, pedestrian, and transit priority facilities. The bill would require Caltrans to designate an encroachment permit manager in each district, require that entrances and exits interacting with local roads are address, and specifies that the bill pertains to facilities that are accessible to bicyclists and pedestrians. Targeted outreach to disadvantaged communities is required and Caltrans must publish on its website the status of projects and document cases when a complete streets project is not feasible. MST requested TAMC take a support position on this transit priority bill.	<b>SUPPORT</b> <b>Priority 1S</b> <b>Letter sent 7/10/24</b>
<b>SB 961 (Wiener)</b> <b>Vehicles: safety equipment</b>	7/3/24 Assembly Appropriations	As amended June 21, this bill would require 50% of certain vehicles, commencing with the <del>2029</del> <u>2030</u> model year, to be equipped with a passive intelligent speed assistance system that would utilize visual and audio signals to alert the driver if the speed of the vehicle is more than 10 miles per hour over the speed limit. The bill <u>defines a “passive intelligent speed system”</u> and would exempt emergency vehicles from this requirement.	<b>Watch</b> <b>Priority 9S</b>
<b>SB 1098 (Blakespear)</b> <b>Passenger and freight rail: LOSSAN Rail Corridor</b>	6/18/24 Assembly Appropriations	As amended on May 16, this bill would require the Secretary of Transportation to provide guidance and recommendations to, and coordination between, stakeholders as necessary, to ensure the performance of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor. While TAMC is not part of the LOSSAN Rail Corridor today, the Coast Rail Coordinating Council has been in discussions with LOSSAN for many years about the potential for extending their service north from San Luis Obispo to close the gap on the coast rail line.	<b>Watch</b> <b>Priority 16S</b>



TAMC Bill Matrix – August 2024

Measure	Status	Bill Summary	Recommended Position
<p><b><u>SB 1216 (Blakespear)</u></b>  <b><u>Transportation projects: Class III bikeways: prohibition</u></b></p>	<p><u>7/3/24</u>  <u>Assembly Appropriations</u></p>	<p><u>As amended on July 3, this bill prohibits an agency from installing a sharrow on a highway where bicycle travel is permitted that has a posted speed limit greater than 30 mph and prohibits CTC from adding a project that creates a Class III bikeway or a sharrow to the program of projects. This bill is similar to AB 2290.</u></p>	<p><b><u>Watch</u></b>  <b><u>Priority 2S</u></b></p>



June 26, 2024

TO: Board Members, Transportation Agency for Monterey County  
FROM: Gus Khouri, President  
Khoury Consulting LLC  
RE: **STATE LEGISLATIVE UPDATE –JUNE**

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### **General Outlook**

The legislature is contemplating legislation in policy committees in the second house (Assembly bills in the Senate, Senate bills in the Assembly). These bills must progress to the Appropriations Committees by July 3. Summer Recess begins upon adjournment of session on July 3. The legislature reconvenes on August 5. The Appropriations committees must approve bills by August 16. Both houses will have Floor Session only between August 19-31. The 2024 Calendar states that August 31 will be the final day of the 2023-24 legislative session. Governor Newsom will have until September 30 to sign or veto legislation.

### **AB 3278 – Transportation Committee Omnibus Bill**

TAMC is seeking technical corrections to harmonize statutory references to the Transportation Agency for Monterey County. The language would replace inconsistent statutory references using the word “of” to use the word “for” throughout various code sections. These changes are included in AB 3278. **Status:** Senate Appropriations Committee.

### **State Budget Update**

On June 26, the legislature voted on a series of budget trailer bills to address the remaining \$27.6 billion State Budget deficit. The legislature had previously voted on AB 107, the main budget bill, on June 13 to satisfy the June 15 constitutional deadline for submitting a balanced

budget to the Governor. It is predominantly good news for programs of interest to TAMC. The following is a summary of actions of interest through AB 107, AB 173, SB 108, and SB 109:

**Active Transportation Program** – Governor Newsom proposed a \$600M General Fund reduction in the May Revise. AB 173 and SB 108 restore \$200M, leaving \$400M subject to future appropriation. The Cycle 6 schedule is FY 23-24 through FY 26-27. The California Transportation Commission intends to fully fund projects awarded funding in Cycle 6. Speaker Rivas and Senate pro-Temp McGuire had previously rejected the \$600M cut and not made any contingencies. This action protects \$44.5 million in funding for seven projects in the county that were awarded funding in Cycle 6, as follows:

<b>Recipient</b>	<b>Project</b>	<b>Award</b>
King City	San Antonio Drive	\$11,000,000
Monterey County	Castroville Community & School	\$6,400,000
Monterey County	Chualar Community & School	\$6,300,000
Monterey County	San Ardo Community & School	\$3,400,000
Salinas	Alisal Safe Routes to School	\$1,000,000
Salinas	Harden Parkway Path	\$8,000,000
TAMC	FORTAG California Avenue	\$8,400,000
<b>TOTAL</b>		<b>\$44,500,000</b>

Cycle 7 submissions, however, may be impacted. The CTC will host a workshop to discuss options. Applications for Cycle 7 were due on June 17 and covers programming capacity between FY 2025-26 and FY 2028-29. TAMC is applying for the FORTAG Laguna Grande segment in Seaside and assisting the Cities of Soledad and Salinas in their applications for Cycle 7.

**Intercity Passenger Rail Funding** – AB 107 increases the Public Transportation Account by \$210,682,000 over the next three years to support intercity passenger rail operations (\$66,055,000 in FY 24-25, \$72,119,000 in FY 25-26, and \$72,508,000 in FY 26-27). Current funding has been at \$130M for over a decade.

**Transit Capital and Intercity Rail Program (competitive)** – SB 109 rejects the \$148 million cut to the Transit and Intercity Rail Capital Competitive Program (Cycle 6 carryover for Southern California). The cut was averted due to a \$133.2 million backfill from the Greenhouse Gas Reduction Fund rather than the General Fund.

**Transit Capital and Intercity Rail Capital Program (formulaic)** – SB 109 provides a \$463 million appropriation from the Greenhouse Gas Reduction Fund, rather than the General Fund, to keep the \$5.1 billion program made available through SB 125. TAMC’s formulaic share of \$52.4 million remains intact.

**TO:** Christina Watson

**FROM:** Paul Schlesinger  
Jim Davenport

On July 25, the Senate Appropriations Committee marked up the Senate Transportation and Housing and Urban Development (THUD) Appropriations Bill. Unfortunately, while Senators Padilla and Butler sought \$1.5 million for TAMC’s King City Multimodal Transportation Center and \$2 million for the Elkhorn Slough Highway 1 Climate Resiliency project, funding for these projects was not included in the bill. Senators Padilla and Butler sought funding for many transportation projects in this bill, but secured funding for only four projects, including two projects under the Highway Infrastructure Programs account, one project under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) account, and one project under the Transit Infrastructure Grants account.

As it relates to grant programs, the bill provides \$550 million for the RAISE Grant program. When combined with the \$1.5 billion in the Infrastructure Investment and Jobs Act (IIJA), the RAISE Grant program will see \$2.05 billion in total funding in fiscal year 2025. The bill also provides \$17 billion for the Federal Transit Administration—including \$2.262 billion for Capital Investment Grants, a \$57 million increase over fiscal year 2024. When combined with the \$1.6 billion in IIJA advanced appropriations, a total of \$3.862 billion is available for Capital Investment Grants in fiscal year 2025. And while approximately \$75 million was earmarked for specific CRISI projects, roughly \$300 million was included for CRISI competitive grants.

The Senate is scheduled to go into recess at the end of the week, joining their House counterparts. Both chambers will be out until September 9. When they return, a continuing resolution will need to pass given that no appropriations bills have yet to be enacted.

## Memorandum

**To:** Board of Directors  
**From:** Michael Zeller, Director of Programming & Project Delivery  
**Meeting Date:** August 28, 2024  
**Subject:** Measure X Ordinance Amendment 2nd Reading and Adoption

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### RECOMMENDED ACTION:

#### Measure X Ordinance Amendment - Sand City's Maintenance of Effort:

1. **ADOPT** Ordinance 2024-01 to revise the Measure X Maintenance of Effort calculation; and
2. **APPROVE** and **AUTHORIZE** the Executive Director to execute amendment #2 to the Measure X funding agreement with Sand City to make the Maintenance of Effort requirement consistent with the amended ordinance.

### SUMMARY:

The purpose of the Measure X Maintenance of Effort requirement is to assure that no funds previously used for transportation are shifted to other uses and then back-filled with Measure X funds. Since fiscal year 2019/20, Sand City has not been able to meet this requirement and their Measure X disbursements have been withheld. The City is requesting a modification that would allow them to regain compliance.

### FINANCIAL IMPACT:

For fiscal year 2022/23, Sand City's share of local Measure X funds was \$39,680. Since fiscal year 2019/2020, a total of \$116,125 in Measure X disbursements have been withheld from Sand City. These funds are being withheld pending resolution of their compliance issues.

### DISCUSSION:

The Transportation Agency has fiduciary responsibility for the administration of the voter-approved Transportation Safety and Investment Plan (Measure X) funds. Each jurisdiction entered into a tax sharing agreement with the Transportation Agency in order to receive their share of Measure X Local Streets & Roads revenues. In exchange, these agreements require the jurisdictions to submit audit reports annually to the Transportation Agency detailing the steps taken to comply with the implementing ordinance. This includes verification by an independent auditor that the jurisdiction met their annual "Maintenance of Effort" requirement.

The purpose of the Maintenance of Effort requirement is to assure that no funds previously used for transportation are shifted to other uses and then back-filled with Measure X monies - the so-called "bait and switch." Measure X is meant to be additional funding for transportation improvements to help the jurisdictions catch up on their backlog of maintenance needs. The Maintenance of Effort is a means to ensure that jurisdictions are continuing their transportation investments.

Currently, as amended in 2019, the Maintenance of Effort is defined as the larger of a jurisdiction's Senate Bill 1 Local Streets and Roads Maintenance of Effort (average of expenditures from fiscal years 2010/11, 2011/12 and 2012/13) or their transportation expenditures from fiscal year 2016/17, adjusted annually for inflation. This resulted in Sand City's Maintenance of Effort requirement being calculated as \$537,776 for the past reporting period using their SB1 Maintenance of Effort as the base, which is significantly higher than what the city receives in Measure X revenues. Below is a table detailing how Sand City's maintenance of effort compares to the other Monterey County jurisdictions:

	<b>FY22-23 MOE</b>	<b>Population</b>	<b>Centerline Miles</b>
Carmel	\$626,423	3,041	27
Del Rey Oaks	\$68,645	1,539	10
Gonzales	\$0	8,340	20
Greenfield	\$0	19,634	35
King City	\$57,699	13,331	31
Marina	\$514,119	21,457	75
Monterey	\$3,282,641	28,082	103
Pacific Grove	\$541,362	14,761	65
Salinas	\$4,981,126	159,932	291
Sand City	\$537,776	372	5
Seaside	\$735,213	32,068	76
Soledad	\$0	26,308	36
County	\$5,555,639	104,851	1,231

Since fiscal year 2019/2020, the City has not been able to verify compliance with their Maintenance of Effort and, as a result, have had their Measure X disbursements withheld. Transportation Agency staff has attempted to work with City staff to rectify the issue, starting with providing the City with information to try to revise their Senate Bill 1 Maintenance of Effort with the State Controller. These efforts were unsuccessful as the City was unable to account for the funding amounts that were reported to the State and how they should be modified. Recently, the City provided a letter to the Transportation Agency outlining the steps the City has taken to address the Measure X compliance issues, and their challenges with auditing and correcting their past transportation expenditures. The letter closed with a request from the City to modify the Maintenance of Effort requirement for the City to a more reasonable level of around \$200,000, which the City would be able to meet and comply with going forward. City staff have since provided information for their expenditures for fiscal years 2019-20 through 2022-23, which is detailed below:

<b>Fiscal Years</b>	<b>Recurring Expenses</b>	<b>One-Time Expenses</b>	<b>One-Time Expenses Notes</b>
2019-20	\$192,246	\$66,258	Catalina Contra Costa Avenue stormwater improvement project and Pendergrass Way redesign
2020-21	\$258,319	\$106,037	Used street sweeper, Catalina Contra Costa Avenue stormwater improvement project and Pendergrass Way redesign

2021-22	\$205,501	\$131,001	Used street sweeper, Catalina Contra Costa Avenue stormwater improvement project and Pendergrass Way redesign
2022-23	\$178,608	\$251,256	Dump truck, Catalina Contra Costa Avenue stormwater improvement project and Pendergrass Way redesign, West Bay Avenue improvements
<b>Annual Average</b>	<b>\$209,668</b>		

Due to the large difference between what the City receives in Measure X revenues versus what they are required to spend for a small city to remain compliant, and the fact that their Maintenance of Effort may have been calculated using data the City believes to be incorrect, Transportation Agency staff has been open to finding a solution that would bring the City back into compliance, including modifying the Maintenance of Effort requirement again just for Sand City. Agency staff recommends the following language to modify the maintenance of effort requirement:

*Each local jurisdiction shall expend each fiscal year from its general fund for street and highway purposes an amount not less than the annual average of its expenditures from its general fund during the 2009-10, 2010-11, and 2011-12 fiscal years, as reported to the Controller pursuant to Streets and Highways Code section 2151, but not less than what was expended in fiscal year 2016-17 when Measure X passed, with the exception of Sand City who shall expend not less than the annual average of its expenditures from its general funds with exemptions for one-time capital expenses during the 2019-20, 2020-21, 2021-22, and 2022-23 fiscal years beginning in fiscal year 2024-25 (the baseline amount). This baseline amount will be indexed annually to the Engineering News Record construction index.*

If the Maintenance of Effort is recommended to be modified for Sand City, this would require an amendment to the Measure X ordinance (see **Attachment 1**) and an amendment to the tax sharing agreement between TAMC and Sand City (see **Attachment 2**). The Transportation Safety and Investment Plan Policies includes an established process for how the ordinance may be amended:

<b>Task</b>	<b>Status</b>
Review and recommendation from the Citizens Oversight Committee	Completed April 16, 2024
Provide a 45-day comment period	Completed August 10, 2024
Hold a noticed public hearing	Completed June 26, 2024
Receive approval from the Transportation Agency Board by a 2/3 vote and by a simple majority weighted vote based on population.	First vote was approved June 26, 2024. This action would be the second and final vote to approve the ordinance amendment and amendment to the tax sharing agreement.

**ATTACHMENTS:**

1. DRAFT Ordinance 2024-01 - Amending TAMC Transportation Safety and Investment Plan

2. DRAFT 2024-823 Measure X Funding Agreement Amendment 2 - Sand City

**WEB ATTACHMENTS:**



# DRAFT

## ORDINANCE NO. 2024-01

### TRANSPORTATION AGENCY FOR MONTEREY COUNTY AMENDING ORDINANCE 2016-01 FOR THE TRANSPORTATION SAFETY AND INVESTMENT PLAN AND RETAIL TRANSACTIONS AND USE TAX

#### Agency Counsel Summary

This ordinance amends Section 11 Paragraph B of Ordinance 2016-01, the Transportation Safety and Investment Plan and Retail Transactions and Use Tax Ordinance, to revise the Maintenance of Effort calculation for Sand City. It will not affect the period of the existing tax, nor increase its rate, nor impose a new tax.

The Board of Directors of the Transportation Agency for Monterey County ordains as follows:

The following language shall replace Section 11 Paragraph B of Ordinance 2016-01, as amended by Ordinance 2019-01, in full:

**Section 11. LOCAL ROAD MAINTENANCE, POTHOLE REPAIRS AND SAFETY FUNDS.**

B. Maintenance of Effort Requirements. Each local jurisdiction shall expend each fiscal year from its general fund for street and highway purposes an amount not less than the annual average of its expenditures from its general fund during the 2009-10, 2010-11, and 2011-12 fiscal years, as reported to the Controller pursuant to Streets and Highways Code section 2151, but not less than what was expended in fiscal year 2016-17 when Measure X passed, with the exception of Sand City who shall expend not less than the annual average of its expenditures from its general funds with exemptions for one-time capital expenses during the 2019-20, 2020-21, 2021-22, and 2022-23 fiscal years beginning in fiscal year 2024-25 (the baseline amount). This baseline amount will be indexed annually to the Engineering News Record construction index.

**PASSED AND ADOPTED** by the Transportation Agency for Monterey County, State of California this XX<sup>rd</sup> day of XXXXX 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**CHRIS LOPEZ, CHAIR**  
**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

**ATTEST:**

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**TODD A. MUCK, EXECUTIVE DIRECTOR**  
**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

**EXHIBIT A**  
**AMENDMENT #2 TO MEASURE X MASTER PROGRAMS FUNDING AGREEMENT**  
**BETWEEN**  
**THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY**  
**AND**  
**THE CITY OF SAND**

THIS AMENDMENT No. 2 to the agreement originally dated June 20, 2017, between the Transportation Agency for Monterey County, hereinafter referred to as “TAMC,” and the City of Sand, hereinafter referred to as “Jurisdiction,” is hereby entered into between TAMC and the Jurisdiction.

**RECITALS:**

- A. WHEREAS**, TAMC and Jurisdiction entered into a Measure X Master Programs Funding Agreement on June 20, 2017, hereinafter referred to as “Agreement;”
- B. WHEREAS**, both the Agreement and Measure X implementing ordinance (Ordinance 2016-01) included a Maintenance of Effort requirement defined as an average of the prior three years spent for local transportation purposes; and
- C. WHEREAS**, Ordinance 2016-01 was subsequently amended by Ordinance 2019-01 on October 23, 2019, which revised the Maintenance of Effort calculation to the higher of the average of a jurisdiction’s general fund expenditures on transportation for fiscal years 2009/10, 2010/11, and 2011/12 or fiscal year 2016/17; and
- D. WHEREAS**, Amendment 1 to the Agreement was approved by TAMC and the Jurisdiction on December 17, 2019, which made the Maintenance of Effort definition in the Agreement consistent with Ordinance 2019-01; and
- E. WHEREAS**, this new calculation resulted in Jurisdiction’s Maintenance of Effort requirement being calculated as \$537,776, which is significantly higher than what the Jurisdiction receives in Measure X revenues; and
- F. WHEREAS**, the Jurisdiction has not been able to verify compliance since fiscal year 2019/2020 and their Measure X disbursements have been withheld; and
- G. WHEREAS**, on April 16, 2024, the Measure X Citizens Oversight Committee recommended the Board amend Ordinance 2016-01 to revise the Measure X Maintenance of Effort requirement for Jurisdiction to not less than the annual average of its expenditures from its general funds with exemptions for one-time capital expenses during the 2019-20, 2020-21, 2021-22, and 2022-23 fiscal years beginning in fiscal year 2024-25; and
- H. WHEREAS**, on August 28, 2024, the TAMC Board of Directors, with support from the Measure X Citizens Oversight Committee and Jurisdiction, duly approved Ordinance 2024-

01, which amended Ordinance 2016-01 to revise the Maintenance of Effort definition, as described above; and

- I. **WHEREAS**, TAMC and Jurisdiction desire to amend the Agreement to make the Maintenance of Effort definition consistent with Ordinance 2024-01.

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. **Article I, Paragraph 4**

The definition of “Maintenance of Effort Requirement” shall be replaced in its entirety with the following:

“Maintenance of Effort Report: A report to be adopted by a jurisdiction no later than December 31 of each year the Measure X tax is in effect, verifying that Measure X funds received by the reporting jurisdiction have been used to augment, and not supplant, local resources spent in the fiscal year, as described in Article IV Section A.6.”

2. **Article IV, Section A, Paragraph 6**

Article IV, Section A, Paragraph 6 shall be replaced in its entirety with the following:

“RECIPIENT shall certify, no later than August 31, 2017 and December 31<sup>st</sup> of each year thereafter, in an annual Maintenance of Effort Report verification that these Measure X funds are used to augment and not supplant local resources spent. RECIPIENT shall expend each fiscal year from its general fund for street and highway purposes an amount not less than the annual average of its expenditures from its general fund during the 2009-10, 2010-11, and 2011-12 fiscal years, but not less than what was expended in fiscal year 2016-17 (when Measure X passed), as reported to the Controller pursuant to Streets and Highways Code section 2151, with the exception of Sand City who shall expend not less than the annual average of its expenditures from its general funds with exemptions for one-time capital expenses during the 2019-20, 2020-21, 2021-22, and 2022-23 fiscal years beginning in fiscal year 2024-25 (“Maintenance of Effort”). This baseline amount will be indexed annually to the Engineering News Record construction index.”

3. **REMAINDER OF TERMS UNCHANGED**

All other terms of the Agreement remain in full effect.

4. **AMENDMENT PRECEDENCE**

If there is any conflict or inconsistency between the provisions of the Agreement or its subsequent amendments, the following shall have precedence:

- Amendment No. 2 Ordinance 2024-01 over Amendment No. 1 Ordinance 2019-01

An executed copy of this Amendment No. 2 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 2 to the Agreement with Consultant.

JURISDICTION

TAMC

\_\_\_\_\_  
Vibeke Norgaard  
City Manager

\_\_\_\_\_  
Todd Muck  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Adam Lindgren  
Sand City Counsel

\_\_\_\_\_  
Shane Strong  
TAMC Counsel

**Memorandum**

**To:** Board of Directors  
**From:** Janneke Strause, Associate Transportation Planner  
**Meeting Date:** August 28, 2024  
**Subject:** **Regional Surface Transportation Program - Time Extension Requests**

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**RECOMMENDED ACTION:****Regional Surface Transportation Program Time Extension Requests**

1. **APPROVE** time extensions on the use of Transportation Agency competitive funds until August 28, 2025 for the following projects:
  1. City of Greenfield - Walnut Avenue Pedestrian and Bikeway Improvements project;
  2. City of Marina - Reservation Road Roundabouts;
  3. City of Monterey - Traffic System, Pedestrian and Bike Upgrades Citywide; and
  4. City of Salinas - Boronda Road Congestion Relief Project - Phase 1.
2. **APPROVE** amending Exhibit A of the local funding agreement to include updated funding deadlines for these projects.

**SUMMARY:**

The Agency distributes funding through a competitive grant program every three years. Projects are scored through a competitive application and approved by the Board each cycle. Funding must be used by the project sponsors within three years per the Master Funding Agreement. Time extensions may be recommended if projects are in progress but require more time for completion.

**FINANCIAL IMPACT:**

There is no direct financial impact to the Agency. Projects funded with competitive grant funds that exceed the three year time limit without receiving a time extension will have the funds lapse and return to the Transportation Agency to program to new projects.

**DISCUSSION:**

The Transportation Agency's Master Funding Agreement is designed to comply with a State requirement that the Transportation Agency for Monterey County enter into contracts with its member agencies for the reimbursement of funds (with the exception of Measure X, which is covered by a standalone agreement). The Master Funding Agreement details State requirements for several funding sources (Regional Surface Transportation Program, Transportation Development Act 2%, and Regional Development Impact Fees) and other fiscal provisions required to comply with State and federal regulations. The Master Funding Agreement is updated with each jurisdiction every three years. Per the agreement, each project awarded competitive funds has a three-year expenditure deadline, timed to the day the award was approved by the Transportation Agency Board of Directors.

The following projects were previously awarded competitive funding from the Agency but will not be

completed within the three-year deadline. The projects are all currently in development and the loss of funding would be detrimental to their delivery. Staff is recommending a one-year time extension for each project as listed below:

The City of Greenfield received \$590,000 of RSTP funds in the 2020 Competitive Grants cycle for the Walnut Avenue Pedestrian and Bikeway Improvements project. The City has yet to submit a claim for reimbursement and the full balance remains available. The project's construction phase was delayed due to permit review delays. The City anticipates placing the project out for bid in August 2024 with bids due in September 2024. The City is seeking a one-year extension on the use of the funds.

The City of Marina received \$100,000 of RSTP funds in the 2017 Competitive Grants cycle for the Reservation Road Roundabouts project. Of the total, \$14,472 has been expended and \$85,528 balance remains. The project is tied to the Marina Station Subdivision development which has recently transferred ownership. The City now has an updated delivery schedule and is seeking a one year extension on the use of the funds.

The City of Monterey received \$1,680,000 of RSTP funds in the 2020 Competitive Grants cycle for the Traffic System, Pedestrian, and Bike Upgrades Citywide project. Of the total, \$1,019,784 has been expended and \$660,216 balance remains. The project is ongoing and the project timeline has been significantly hampered by supply chain issues and staffing shortages. The City is seeking a one-year extension on the use of the funds.

The City of Salinas received \$4,000,000 of RSTP funds in the 2020 Competitive Grants cycle for the Boronda Road Congestion Relief Project. The City has yet to submit a claim for reimbursement and the full balance remains available. The project is currently in construction and the City is seeking a one-year extension on the use of the funds.

The City of Salinas has two additional projects with funds expiring August 28, 2024, but did not request an extension on these funds at this time:

1. Pedestrian Crossing Enhancement Project: \$13,407.51 remaining
2. Downtown Salinas Complete Streets Improvements: \$300,000 remaining

**ATTACHMENTS:**

1. RSTP Extension Request Letters Combined 2024

**WEB ATTACHMENTS:**



## City of Greenfield

PO Box 127 / 599 El Camino Real  
Greenfield, CA 93927  
☎ 831-674-5591 📠 831-674-3149  
[www.ci.greenfield.ca.us](http://www.ci.greenfield.ca.us)

July 29, 2024

Janneke Strause  
Associate Transportation Planner  
Transportation Agency for Monterey County  
55-B Plaza Circle  
Salinas, CA 93901

RE: Regional Surface Transportation Program (RSTP) Extension Request – Walnut Avenue Pedestrian and Bikeway Improvements

Dear Ms. Strause,

The City of Greenfield is requesting to retain \$590,000 of the RSTP funds for the Walnut Avenue Pedestrian and Bikeway Improvements set to expire on August 25, 2024.

In December 2022, 65% drawings were submitted to the City for review and comments. The comments provided by the City were then wrapped into the 90% plans for City review and Cal Trans encroachment permit submittal.

The City's contract City Engineer, MNS Engineers, completed 90% plans to the City for review in May 2023. This review was to ensure there was adequate plans to submit an encroachment permit (EP) application to Cal Trans. The City submitted the EP application to Cal Trans in June 2023, with various rounds of comments and corrections. Cal Trans issued the City a permit in March 2024, 9 months after applying.

Following the issue of the Cal Trans permit, the specifications were drafted and the final touches placed on the plans in between other City priority projects, and 100% Plans and specs were provided to the City July in 2024. The City anticipates placing the project out to bid in the beginning of August 2024, with bids due mid September 2024.

The City is requesting an extension of one year to complete the project and submit reimbursement claims.

Sincerely,

Jamie Tugel  
Public Works Director -City of Greenfield

Cc: Paul Wood, City Manager  
Doug Pike, City Engineer (MNS Engineers)





August 13, 2024

Janneke Strause  
Associate Transportation Planner  
Transportation Agency for Monterey County  
55-B Plaza Circle  
Salinas, CA 93901

RE: Regional Surface Transportation Program (RSTP) Extension Request - Reservation Road Roundabouts

Dear Ms. Strause,

The City of Marina is requesting to retain \$85,527.50 of the RSTP funds for the Reservation Road Roundabouts project set to expire on 8/25/2024.

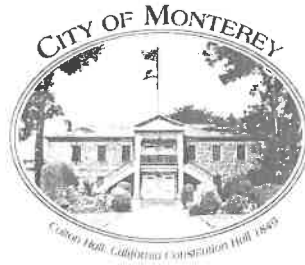
The project is tied to the Marina Station Subdivision project which has recently (2022) been transferred to new ownership. With the new Development team providing further insight into construction scheduling and phasing, the City now has a implementation schedule for mitigation projects including the Reservation Road Roundabouts. The City will utilize the RSTP funding to finalize design by updating the Project's Geotechnical investigations into the pavement's structural section integrity and connectivity to new amenities at Glorya Jean Tate Park.

The City is requesting an extension of one (1) year to complete the project and submit reimbursement claims.

Sincerely,

A handwritten signature in black ink, appearing to read "Nourdin Khayata", is written over a horizontal line.

Nourdin Khayata  
Interim Public Works Director/City Engineer



August 8, 2024

Michael Zeller  
Principal Transportation Planner  
Transportation Agency for Monterey County  
55 Plaza Circle B  
Salinas, CA 93901

RE: Traffic System, Pedestrian and Bike Upgrades – Citywide – Regional Surface Transportation Program (RSTP) Grant Funds

Dear Mr. Zeller,

The City of Monterey is requesting to retain \$660,216.31 of the RSTP funds for the Traffic System, Pedestrian and Bike Upgrades – Citywide Project.

The project is ongoing and the project timeline has been significantly hampered by supply chain issues and staffing shortages since the onset of the COVID 19 Pandemic. City Staff is actively working on several upgrades including the replacement of pedestrian signal heads, pedestrian push buttons and reflective back plates to enhance the safety and operations but will not complete them by September 2024.

The City is requesting an extension to complete the project as intended. We feel that the goal of the project can be achieved with an additional year.

I appreciate your assistance on this matter.

Sincerely,

Andrew Easterling, P.E., T.E.  
City Engineer/ Deputy Public Works Director – City of Monterey



# City of Salinas

PUBLIC WORKS DEPARTMENT • 200 Lincoln Ave • Salinas, California, 93901

(831) 758-7241 • (831) 758-7935 (Fax) • [www.cityofsalinas.org](http://www.cityofsalinas.org)

July 24, 2024

Janneke Strause  
Associate Transportation Planner  
Transportation Agency for Monterey County  
55-B Plaza Circle  
Salinas, CA 93901

RE: Regional Surface Transportation Program (RSTP) Extension Request - Boronda Road Congestion Relief Project – Phase 1

Dear Ms. Strause,

The City of Salinas is requesting to retain all of the funds remaining (\$4,000,000) of the RSTP funds for the Boronda Road Congestion Relief Project – Phase 1 set to expire on 8/25/2024.

On June 18, 2024, the Salinas City Council awarded the Boronda Road Congestion Relief Project – Phase 1 to Granite Construction Company in the amount of \$15,637,796.93. Construction work is anticipated to begin in September 2024. There are 270 working days specified in the contract, therefore the estimated time of project completion is late 2025.

The City is requesting an extension of one year to submit reimbursement claims for the total funds remaining, however, project completion will not occur before the expiration of the one year time extension due to the reason stated above.

Sincerely,

David Jacobs, PE, LS  
Public Works Director – City of Salinas

## Memorandum

**To:** Board of Directors  
**From:** Ariana Green, Principal Transportation Planner  
**Meeting Date:** August 28, 2024  
**Subject:** San Antonio Path & Safe Routes to Schools Contracts

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### RECOMMENDED ACTION:

#### **San Antonio Path & Safe Routes to Schools Contracts:**

1. **APPROVE and AUTHORIZE** the Executive Director, or their designee, to execute an agreement with the City of King and County of Monterey, subject to approval by Agency Counsel, in an amount not to exceed \$2,294,631.46 to provide Safe Routes to School Education & Encouragement services for the period ending December 31, 2030;
2. **APPROVE** the use of Active Transportation Program grant funds budgeted to this purpose; and
3. **AUTHORIZE** the Executive Director, or their designee, to take such other further actions as may be necessary to fulfill the intent of the agreement, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved agreement term or amount.

### SUMMARY:

King City partnered with the Transportation Agency and Monterey County Health Department to provide non-infrastructure programming as part of the Active Transportation Program "San Antonio Path & Safe Routes to Schools" grant. This agreement will outline the roles and responsibilities of each partner enable the Transportation Agency and Monterey County Health Department to be reimbursed for work on the project.

### FINANCIAL IMPACT:

The San Antonio Path & Safe Routes to School Project is funded entirely through a \$2,294,631.46 Active Transportation Program Grant as is reflected in the approved fiscal year 2024/25 budget. TAMC will be reimbursed an amount not to exceed \$375,767.45 and the Monterey County Health Department will be reimbursed in an amount not to exceed \$1,578,208.31. The remaining \$340,655.70 will go to Ecology Action through the Safe Routes to School Education & Encouragement contract managed by TAMC.

### DISCUSSION:

The San Antonio Path & Safe Routes to School Project is a partnership between the City of King, Transportation Agency for Monterey County, Monterey County Health Department, King City Union Elementary School District and South Monterey County High School District. The purpose of this project is to create safer routes to schools in King City through the construction of a separated path along San Antonio Drive and complete streets design along Broadway Street in front of King City

High School and to provide bicycle and pedestrian safety education and encouragement programs to schools and the greater community. All communications and project materials will be in English and in Spanish.

The non-infrastructure portion of the project is fully funded through a \$2,294,631.46 Cycle 6 Active Transportation Program grant. King City is the lead applicant, and the Transportation Agency is the sub-applicant on the grant. The City will administer the overall grant and manage the construction portion of the grant. Transportation Agency staff will manage the non-infrastructure portion of the grant including contracts with the Monterey County Health Department and Ecology Action.

Project Roles & Responsibilities (Non-Infrastructure)

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

**Monterey County Health Department** will be responsible for leading the safe routes to school kick-off activities with the school community, piloting a balance bike program, developing an open street event program, conducting walking presentations to seniors, facilitating health in all policies and civic engagement programs, conducting before and after counts for the safety presentations to 3rd and 4th graders, developing and launching a safety campaign for motorists, delivering safety presentations for 3rd and 4th grades for Del Rey and Santa Lucia Elementary Schools, and submitting quarterly invoices and reports to TAMC.

**Ecology Action** will be responsible for providing traffic safety education to 2<sup>nd</sup> and 5<sup>th</sup> graders and safety assemblies to middle school students, developing and implementing walking school busses, coordinating and host Family Fun, and submitting quarterly invoices and reports to TAMC.

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

**ATTACHMENTS:**

None

**WEB ATTACHMENTS:**

[San Antonio Path Partner Agreement MCHD](#)

[San Antonio Path Partner Agreement CITY](#)

## Memorandum

**To:** Board of Directors  
**From:** Ariadne Sambrano, Transportation Planner  
**Meeting Date:** August 28, 2024  
**Subject:** Safe Routes to School: Traffic Garden Shed Contract

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### RECOMMENDED ACTION:

#### California Custom Sheds Inc. Contract for Safe Routes to School Traffic Garden Sheds:

1. **APPROVE and AUTHORIZE** the Executive Director, or their designee, to execute a contract with California Custom Sheds Inc., subject to approval by Agency Counsel, in an amount not to exceed \$67,298 to provide and install traffic garden sheds for the period ending December 31, 2024;
2. **APPROVE** the use of Measure X Safe Routes to Schools funds budgeted for this purpose; and
3. **AUTHORIZE** the Executive Director, or their designee, to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

### SUMMARY:

This contract with California Custom Sheds Inc. is for Phase 2 of the traffic garden sheds project. Eleven sheds will be installed at selected locations to house bikes and scooters, facilitating active transportation education for students. California Custom Sheds Inc. was chosen through a competitive quote process for this project.

### FINANCIAL IMPACT:

The total cost of the project is \$67,298, which will be funded by Measure X Safe Routes to Schools funds. This amount will cover both the delivery and installation of the sheds by California Custom Sheds Inc.

### DISCUSSION:

The Transportation Agency is looking to contract with California Custom Sheds Inc. to complete Phase 2 of our recently constructed traffic gardens. Traffic gardens are specially designed areas that replicate real-world road conditions in a safe, controlled environment, allowing students to learn about road safety and active transportation through hands-on experience.

In Phase 2, we will enhance our traffic garden initiative by installing 11 sheds at 11 of our 13 traffic garden locations. These sheds will house bikes and scooters, providing essential resources for students to practice and learn safe road behaviors. The sheds were selected through a competitive quote process, and California Custom Sheds Inc. was chosen based on recommendations from our partner agency, Blue Zones Monterey County, and their ability to deliver and install the sheds at no

additional cost, all included within the \$67,298 budget.

The sheds will support the educational programs at each of the 11 schools involved, enabling students to engage in active transportation education. This initiative encourages the establishment of healthy habits and creates a safer environment for our youth.

**ATTACHMENTS:**

1. 2024 TAMC Contract - Traffic Garden Sheds

**WEB ATTACHMENTS:**

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
AND CALIFORNIA CUSTOM SHEDS INC.  
AGREEMENT FOR PROFESSIONAL SERVICES  
RELATED TO SAFE ROUTES TO SCHOOL TRAFFIC GARDEN SHEDS  
APPROVED BY THE TAMC BOARD ON: August 28, 2024**

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and California Custom Sheds Inc., a California incorporated corporation, with an office at 728 El Camino Real N., Salinas, CA, 93907, hereinafter called "Consultant".

The parties agree as follows:

1. Term of Agreement. The term of this Agreement shall begin upon August 28, 2024, contingent upon approval by the TAMC Board, and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 35. Unless earlier terminated as provided herein, this Agreement shall remain in force until December 31, 2024. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.
2. Payments to Consultant; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable or services outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of Sixty-seven Thousand Two Hundred Ninety-eight Dollars (\$67,298). If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work and Schedule) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.
3. Employment of Consultant. TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A: Scope of Work and Schedule, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A: Scope of Work and Schedule.

(a) The project title for this work is as follows:

Safe Routes to School Traffic Garden Sheds

(b) Consultant represents that Consultant and its agents, subconsultants 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, subconsultants, 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 subconsultants 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 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 and if the work is on schedule; to communicate interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- (g) Consultant's Project Manager shall meet with TAMC's Project Manager, as needed, to discuss progress on the contract.

4. Payment Provisions and Allowable Costs:

- (a) The following Standard Payment Provisions apply to all contracts, regardless of the Method of Payment specified in Paragraph 4(b):
  - i. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

- ii. Reimbursement for travel costs, if eligible under the Method of Payment as specified below, shall not exceed the Short-Term Travel Lodging Rates and Requirements listed on the Caltrans website, according to the Code of Regulations (CCR), Administrative Code, Title 2.
- iii. When milestone or task-by-task cost estimates are included in the Budget, Consultant shall seek approval from the TAMC 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 TAMC Project Manager.
- iv. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If Consultant 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), TAMC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Paragraph 6, Termination.
- v. Invoices shall be mailed and/or emailed to TAMC's Finance Officer, specified in Paragraph 35, at the address contained in Paragraph 36 (Notices), [accountspayable@tamcmonterey.org](mailto:accountspayable@tamcmonterey.org). Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone or task. Invoices shall follow the format stipulated in Exhibit B: Budget and the Invoice Cover Sheet Format attached hereto as Exhibit C and shall reference this Agreement's project title as specified in Section 3, and the Task Order title, if applicable. Consultant will be reimbursed as promptly as fiscal procedures will permit, upon receipt by TAMC'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 28 (Equipment Purchase) of this Agreement and shall be submitted within 60 calendar days after completion of Consultant's work under this agreement, or a given Task Order, as applicable.
- vii. No additional compensation will be paid to Consultant unless there is a change in the scope of the work. Changes in the scope of work that do not increase compensation may be approved by the TAMC Project Manager. Changes in the scope of work that would increase compensation must be authorized by an amendment to this Agreement approved by the TAMC Board of Directors.

- viii. Salary increases will be reimbursable only for Actual Cost Plus Fixed Fee or Rates of Compensation contracts and only if the increase is specified in Exhibit B: Budget. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- ix. The total amount payable by TAMC resulting from this Agreement shall not exceed the amount specified in Section 2 of this Agreement.
- x. All subcontracts in excess of \$25,000 shall contain the above provisions.

(b) Method of Payment: The method of payment for this Agreement will be based on:

Lump Sum Provisions:

- i. The total lump sum price paid to Consultant will include compensation for all work and deliverables, including any travel and equipment described in Exhibit A: Scope of Work for this Agreement. No additional compensation shall be paid, unless a change of Scope of Work is authorized by an amendment approved by the TAMC Board of Directors pursuant to Paragraph 4(a), above.
- ii. Progress payments will be made upon completion of deliverables and acceptance by the TAMC Project Manager, as specified in Exhibit B: Budget, and Paragraph 4(a), above.

5. Retention of Funds.

- (a) No Retainage by TAMC or Consultant: No retainage will be withheld by TAMC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by Consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 3321 of the CCC. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision

applies to both Disadvantaged Business Enterprise (DBE) and non-DBE consultants and subconsultants.

6. 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, as well as failure to comply with the provisions of Paragraphs 13 and 14, relating to audits, below. Notwithstanding TAMC's right to terminate for good cause effective immediately upon written notice thereof, TAMC shall provide prior notice to 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) It is also mutually understood between TAMC and Consultant that this Agreement may have been written before ascertaining the availability of funds, or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to TAMC for the purpose of this Agreement. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. TAMC retains the right to direct Consultant immediately to stop work and to terminate this Agreement for convenience, pursuant to Paragraph 6(a) above, in order to address any reduction of funds.
- (e) Termination of this Agreement shall not terminate Consultant's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 8 and 21.

7. Cost Principles and Administrative Requirements.

- (a) Consultant 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) Consultant 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 Consultant under this Agreement that are determined by subsequent audit to be unallowable under 2 CFR Part 200 are subject to repayment by Consultant to TAMC.
- (d) Consultants 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.

8. Indemnification.

- (a) 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 subconsultants), 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 subconsultant, 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.

- (b) 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.

9. 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 as applicable – consult with attorney if unsure]:
- 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 8.
  - 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. Each policy shall provide identical coverage for each subconsultant performing work under this Agreement or be accompanied by a certificate of insurance for each subconsultant showing identical insurance coverage.

- (d) Commercial general liability and automobile liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by Consultant's insurance.
- (e) TAMC shall not be responsible for any premiums or assessments on the policy.

10. Workers' Compensation Insurance. If during the performance of this Agreement, 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 subconsultant employing one or more employees, and Consultant shall be responsible for all subconsultants' compliance herewith.

11. Safety Provisions.

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

- (d) Consultant must have a CAL-OSHA permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

12. Certificate of Insurance and Taxpayer Identification. Prior to the execution of this Agreement by TAMC, Consultant shall submit a completed federal W-9 form, Request for Taxpayer Identification Number and Certification, and file certificates of insurance with TAMC's Finance Officer 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.

13. Retention of Records/Audit.

- (a) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and TAMC shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant 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. Documents not delivered to TAMC or prepared by subconsultants or by any other party not subject to this Agreement, shall remain the property of the person or entity that prepared them.

- (b) Subcontracts in excess of \$25,000 shall contain this provision.



14. Audit Review Procedures.

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

15. Inspection of Work. Consultant and any subconsultant shall permit TAMC, the State, and the FHWA (if federal participating funds are used in this Agreement) to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

16. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subconsultants 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.

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

18. Statement of Compliance/Non-Discrimination.

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

19. Harassment. TAMC maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.
20. 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 ADA Best Practices for Documents and Outreach with regard to conducting public outreach, developing outreach materials, and producing public documents and content for TAMC and its website.
21. 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.

22. 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 Executive Director, except that, which is expressly identified in the approved Budget/Cost Proposal.
- (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- (d) Any substitution of subconsultant(s) must be approved in writing by TAMC's Executive Director 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.

23. Ownership of Data.

- (a) Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in TAMC; and no further agreement will be necessary to transfer ownership to TAMC. Consultant shall furnish TAMC all necessary copies of data needed to complete the review and approval process.
- (b) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the connection with the project for which this Agreement has been entered into.
- (c) Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by TAMC of the machine-readable information and data provided by Consultant under this Agreement; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by TAMC of the project documentation on

other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Consultant.

- (d) Applicable patent rights provisions regarding rights to inventions shall be included in the Agreements as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- (e) TAMC may permit copywriting reports or other agreement products. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the data, and may authorize others to use the work for government purposes.
- (f) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

#### 24. 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, and 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.

25. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which TAMC is the grantee, Consultant shall comply with all provisions of such grant applicable to Consultant's work

hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

26. Use of United States –flag Vessels. If this Agreement relates to a federally funded construction contract, the Consultant agrees:

- (a) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) of this section to both the TAMC Project Manager (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

27. Equipment, Supplies or Consultant Services Purchases.

- (a) Prior authorization in writing by TAMC's Project Manager shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000) for supplies, equipment, or unbudgeted Consultant services. Consultant shall provide an evaluation of desirability of incurring such costs.
- (b) For purchase of any items, service or consulting work not covered in Consultant's Cost Proposal and exceeding Five Thousand Dollars (\$5,000), prior authorization is required by TAMC's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- (c) Any equipment purchased as a result of this Agreement is subject to the following:
  - i. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of Five Thousand Dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TAMC shall receive a proper refund or credit for

such equipment at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit TAMC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TAMC procedures for such sales and then credit TAMC in an amount equal to that sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from and appraiser mutually acceptable to TAMC and Consultant; if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TAMC.

- ii. Consultant acknowledges that, if federal funds are used in this Agreement, 49 CFR, Part 1201 requires a credit to Federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000) is credited to the project for which this Agreement was entered into.

(d) Consultant shall include these provisions into any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000).

## 28. 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.

29. 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.

30. 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.

31. 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.
32. 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.
33. 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.
34. Contract Administrators. Consultant's designated principal responsible for administering Consultant's work under this Agreement shall be listed in Exhibit A; TAMC's designated administrator of this Agreement shall be Todd A. Muck, Executive Director. TAMC's Project Manager under this Agreement shall be Ariadne Sambrano and Ariana Grenn, and TAMC's Finance Officer shall be Mi Ra Park.
35. Notices. Notices required under this Agreement shall be delivered personally or by e-mail or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or email-receipt, 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:	Todd A. Muck	To Consultant:	Patti Denmark
	Executive Director		President
	55-B Plaza Circle		728 El Camino Real N.,
	Salinas, CA 93901		Salinas, CA 93907
Tel:	831-775-0903	Tel:	(831) 443-6163
Fax:	831-775-0897	Fax:	(831) 443-5822
Email:	<a href="mailto:todd@tamcmonterey.org">todd@tamcmonterey.org</a>	Email:	<a href="mailto:allywithccs@gmail.com">allywithccs@gmail.com</a>
Billing email:	<a href="mailto:accountspayable@tamcmonterey.org">accountspayable@tamcmonterey.org</a>		

36. 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.
37. 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.
38. Debarment and Suspension Certification.
- (a) Consultant's signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement)," which certifies that Consultant or any person associated with Consultant in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TAMC.
  - (b) Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
  - (c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.
39. Rebates, Kickbacks or Other Unlawful Consideration Prohibited. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any TAMC employee. TAMC shall have the right, in its sole and absolute discretion to do any of the following for breach or violation of this warranty: to terminate the Agreement without liability; to pay for the value of the work actually performed; or to deduct from the compensation to be paid under this Agreement (or otherwise recover) the full amount of any such rebate, kickback or unlawful consideration.



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

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

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

- Exhibit A – Scope of Work and Schedule
- Exhibit B – Budget
- Exhibit C – Invoice Cover Sheet Format
- Exhibit D – ADA Best Practices for Documents and Outreach
- Exhibit E – Title VI Exhibit for Federal Contracts
- Exhibit F – Signature Requirements

42. 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

California Custom Sheds Inc.

By: \_\_\_\_\_  
Todd A. Muck  
Executive Director

By: \_\_\_\_\_  
Name: Patti Denmark  
Title: President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Neal Denmark  
Title: Secretary

Dated: \_\_\_\_\_

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. Refer to Exhibit F, Signature Requirements.

\*\*\*\*\*

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: Safe Routes to School Traffic Garden Sheds

**Consultant Project Manager:** Ally Reedy, Administrative Assistant from California Custom Sheds Inc.

### Scope of Work

This project involves the installation of traffic garden sheds at 11 elementary schools across four geographical locations: Peninsula, North Monterey County, South County, and Salinas. Each location will receive a shed to house bikes and scooters, supporting the active transportation education programs at these schools.

### Geographical Locations of Schools:

- 1. Peninsula Traffic Garden Sheds**
  - a. Crumpton Elementary School
  - b. Ord Terrace Elementary School
  - c. Del Rey Woods Elementary School
  - d. Bay View Academy Elementary School
- 2. North Monterey County Traffic Garden**
  - a. Castroville Elementary School
  - b. Prunedale Elementary School
- 3. South County Traffic Garden**
  - a. La Gloria Elementary School
  - b. Oak Ave Elementary School
  - c. MLK Jr. Academy Elementary School
- 4. Salinas Traffic Garden**
  - a. Kammann Elementary
  - b. El Gabilan Elementary

### **Task 1: Coordination of Dates for Installation & Delivery**

- **Step 1.1:** The consultant will schedule an initial coordination meeting with the TAMC Project Manager.
- **Step 1.2:** The TAMC Project Manager will confirm potential installation dates with each school and relay the information to the California Custom Sheds Project Manager.
- **Step 1.3:** The consultant will develop and finalize a detailed delivery and installation schedule in consultation with TAMC and with confirmation from the respective schools.

### **Task 2: Preparation for Installation**

- **Step 2.1:** The TAMC Project Manager and staff will conduct specific site assessments to ensure sites are flat and level in a 12' x 12' space with at least 2' of level space on three sides for crew access. They will inform the consultant prior to the delivery of sheds.

### **Task 3: Delivery of Sheds**

- **Step 3.1:** The consultant will arrange and coordinate transportation logistics for the delivery of sheds to each school location.
- **Step 3.2:** The consultant will deliver sheds to each school according to the agreed schedule with the TAMC Project Manager.
- **Step 3.3:** The TAMC Project Manager will inform, consult, and verify a secure location on school grounds for the shed upon delivery until installation.

### **Task 4: Installation of Sheds**

- **Step 4.1:** The consultant will mobilize the installation team to each site as per the schedule.
- **Step 4.2:** The consultant will install sheds at each school location, ensuring they are securely anchored and comply with safety standards.
- **Step 4.3:** The consultant will conduct post-installation inspections with school representatives and the TAMC Project Manager to ensure quality and safety.

### **Task 5: Post-Installation Support**

- **Step 5.1:** The consultant will offer post-installation support for any immediate adjustments or issues that may arise.

## Project Schedule

### Current Project Timeline:

- **Phase 1: Coordination and Preparation**
  - Initial coordination meeting and schedule finalization (Task 1)
  - Site assessments and preparatory work by TAMC staff (Task 2)

### Phase 2: Delivery and Installation

- **Tentative Installation Dates:**
  - One shed on September 11th
  - Two sheds on September 18th
  - Two sheds on October 22nd
  - Two sheds on October 28th
  - Two sheds on October 30th
  - Two sheds on November 4th

### Phase 3: Post-Installation Support

- Provide guidelines and support (Task 5)

**Note:** The tasks and schedule are subject to change as needed to accommodate school schedules and other logistical considerations. The entire project is to be completed by December 31, 2024. Additionally, at this time, the consultant has informed us that only one shed can be guaranteed per day due to current crew availability. Coordination with crew members will determine if two sheds can be installed per day closer to the installation dates. Dates are subject to confirmation closer to the installation times. Once everything is approved and the sites are flat, level, and ready, there may be an opportunity to schedule installations earlier if possible.

### Budget

QUANTITY	DESCRIPTION	AMOUNT
11	12' x 12' Wood Storage Shed PEAK-8 w/ Wood floor construction	\$67,298.00
	Shed Doors to be placed on the 12' Wide Gable Wall	
	Eave Walls to be approximately 7' 8" Interior Height	
2	Keyed Locking T-Handles on Doors	Included
1	Build with Pavers Under Skids 4-5' Apart	Included
1	Upgrade to a 30 Year Shingle	Included
11	Extra Shed Doors to be Double Doors with a 67 1/2" Wide Opening	Included
11	67" Wide Pressure Treated Wood Ramps (One per Shed)	Included
22	Pair of Wall Vents (Two per Shed)	Included
1	IF No power within 150' Take generator	Included
	<b>SUBTOTAL</b>	<b>\$67,298.00</b>
	<b>TOTAL</b>	<b>\$67,298.00</b>
	<b>BALANCE DUE</b>	<b>\$67,298.00</b>

**Payment Terms:** 50% DEPOSIT - BALANCE DUE IMMEDIATELY UPON COMPLETION

**Additional Notes:** The building site/pad MUST BE LEVEL. A \$500.00 minimum fee will be charged if we cannot build your shed due to: 1) A site that has not been prepared properly or 2) Inadequate space around the shed for our installers to work.

**Acceptance of Proposal:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above. All unpaid invoices shall be subject to an interest rate of 1.5% per month (18% annually). Note: This proposal may be withdrawn by us if not accepted within 10 days. All sales are final. No returns or exchanges on all merchandise.

**EXHIBIT C: Invoice Cover Page Format**

**[Project Title]**

**[Consultant Firm Name]**

**Invoice #**

---

**Invoice Date**

---

**Invoice Period**

---

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



## Exhibit D: ADA 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](mailto: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 TAMC 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](mailto:ada@tamcmonterey.org).

### Exhibit E: Title VI Exhibit for Federal Contracts

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/title-vi/appendix-e-of-the-title-v-i-assurances.pdf>

### Exhibit F: Contract Signature Requirements

TYPE OF ENTITY	SIGNATURE REQUIREMENTS	Verification if deviation	EXAMPLES
Corporation (Often the name is followed by "Inc.")	Two (2) signatures are required: one (1) signature by the chair of the Board of Directors, president or any vice president and one (1) signature by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.  Reference: Corporations Code §313 & 5214	Corporate Resolution authorizing signatory to bind corporation or Articles of Incorporation	Owner: Smith and Jones, Inc.  Signatures: Butch Cassidy, President Sundance Kidd, Secretary
Limited Liability Company (LLC)	Signatures by at least two (2) managers, or by one (1) manager in the case of a limited liability company whose articles of organization state that it is managed by only one (1) manager.  Reference: Corporations Code §17703.01	Articles of Organization	Owner: Smith and Jones, LLC  Signature John Thomas Jones, Manager  Signature Honest John Smith, Manager
Partnership (Including Limited Liability Partnership (LLP))	Any partner, unless authority is restricted in Statement of Partnership Authority.  Reference: Corporations Code §16301	Statement of Partnership Authority	Owner: McGill Partnership  Signature: Jimmy McGill, Partner  Owner: Hamlin, Hamlin and McGill, LLP  Signature: Charles McGill, Partner
Limited Partnership (LP)	A general partner, unless authority is restricted in Statement of Partnership Authority.  Reference: Corporations Code §15904.02(a)	Certificate of Limited Partnership	Owner: Goodman, LP  Signature: Saul Goodman, General Partner
Sole proprietorship (a business owned by one person)	Sole proprietor (Note that a sole proprietorship consists of only "one" individual and it has no existence apart from its owner; however, it may operate under a fictitious business name).	N/A	Signature: Walter White
Trust	Trustee(s)  Reference: Probate Code § 16200	Certification of trust, or copy of trust	The owner will be "Smith Family Revocable Trust dated mm-dd-yyyy" (language such as "Under declaration of trust" or "UDT" should be included). Signing it will be "John Smith, trustee of the Smith Family Revocable Trust dated mm-dd-yyyy" and "Mary Smith, trustee of the Smith Family Revocable Trust dated mm-dd-yyyy".

In all of the above ownership situations the owner is not the individual signing the document but the name of the entity (except in the instance of a sole proprietorship). Legal documents such as recorded documents which we often prepare for land use entitlement condition compliance should use the legally correct ownership words spelled out and NOT abbreviations such as et al. Please use the actual names of all of the property owners of record.

## Memorandum

**To:** Board of Directors  
**From:** Ariana Green, Principal Transportation Planner  
**Meeting Date:** August 28, 2024  
**Subject:** **Rancho Cielo Bike Repair Contract**

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### **RECOMMENDED ACTION:**

#### **Rancho Cielo Bike Repair Contract**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute an agreement with Rancho Cielo, subject to approval by Agency Counsel, in an amount not to exceed \$99,625 to provide bike repair programming and mobile repair workshops for the period ending June 30, 2028;
2. **APPROVE** the use of Measure X Safe Routes to School funds as approved in the FY 24/25 budget; and
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the agreement, including approval of future modifications or amendments that do not significantly alter the scope of work, or change the approved agreement term or amount.

### **SUMMARY:**

This three-year contract would enable Rancho Cielo to create a bike repair program and mobile workshop. The program would provide regular bike repair classes at the Rancho Cielo campus and mobile repair workshops serving communities in Monterey County.

### **FINANCIAL IMPACT:**

The Rancho Cielo Bike Repair contract will be funded through the Safe Routes to School Program using Measure X funding. The three-year contract is for a not-to-exceed amount of \$99,625 and is included in the approved fiscal year 2024/25 budget.

### **DISCUSSION:**

Through this contract (scope of work and budget attached), Rancho Cielo will establish a bike repair program at the Rancho Cielo Campus, located at 710 Old Stage Rd, Salinas, and provide mobile repair workshops to communities in Monterey County. The programming will focus on teaching Rancho Cielo students and community members how to repair their own bicycles, and encourage the use of active transportation.

The Rancho Cielo Bike Repair program will provide regular repair classes to students. During each repair class, a trained bike mechanic instructor will lead participants through basic repairs and maintenance. Each participant will be able to use the public tools to make repairs on their own equipment and will be provided with necessary parts (such as bike tubes, chains, bike cables, cable housings, brake pads and pedals) free of charge. The bike mechanic instructor will have their own

set of professional mechanic tools to use, as well as a bike stand. Bike repair equipment and tools will be stored in a secure storage shed which will be locked when not in use.

In addition to daily activities on campus, the mobile crew will travel to locations in Salinas, north Monterey County, and other communities that lack bike repair resources. The mobile workshops will be free to the public and include safety awareness, maintenance and repair services approximately six (6) times over three years. They will focus on teaching safety through sound maintenance and repair practices. The mobile unit will have a complete set of tools and equipment to handle most standard repairs including tables, portable bike stands, parts and tool sets. In addition to fixing bikes that community members bring to the workshop, Rancho Cielo will bring bikes that have already been repaired through the program to give away to those who do not have one already. Staff will take pictures of the workshops and track the number of participants and number of bikes given away for each event. Rancho Cielo will provide TAMC with the event locations in advance, for their consideration.

**ATTACHMENTS:**

1. Rancho Cielo Bike Repair & Mobile Repair Workshop Contract

**WEB ATTACHMENTS:**

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**  
**AND RANCHO CIELO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**RELATED TO RANCHO CIELO BIKE REPAIR & MOBILE REPAIR WORKSHOPS**  
**APPROVED BY THE TAMC BOARD ON: AUGUST 28,2024**

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and Rancho Cielo, hereinafter called "Consultant".

The parties agree as follows:

1. **Term of Agreement.** The term of this Agreement shall begin upon August 28, 2024, contingent upon approval by the TAMC Board, and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 35. Unless earlier terminated as provided herein, this Agreement shall remain in force until June 30, 2028. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.
2. **Payments to Consultant; maximum liability.** Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable or services outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of **Ninety-Nine Thousand Six-Hundred Twenty-Five Dollars (\$99,625)**. If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work and Schedule) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.
3. **Employment of Consultant.** TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A: Scope of Work and Schedule, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A: Scope of Work and Schedule.

(a) The project title for this work is as follows:

Rancho Cielo Bike Repair and Mobile Repair Workshops

(b) Consultant represents that Consultant and its agents, subconsultants 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, subconsultants, 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 subconsultants 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 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 and if the work is on schedule; to communicate interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- (g) Consultant's Project Manager shall meet with TAMC's Project Manager, as needed, to discuss progress on the contract.

4. Payment Provisions and Allowable Costs:

- (a) The following Standard Payment Provisions apply to all contracts, regardless of the Method of Payment specified in Paragraph (b):
  - i. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

- ii. Reimbursement for travel costs, if eligible under the Method of Payment as specified below, shall not exceed the Short-Term Travel Lodging Rates and Requirements listed on the Caltrans website, according to the Code of Regulations (CCR), Administrative Code, Title 2.
- iii. When milestone or task-by-task cost estimates are included in the Budget, Consultant shall seek approval from the TAMC 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 TAMC Project Manager.
- iv. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If Consultant 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), TAMC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Paragraph 6, Termination.
- v. Invoices shall be mailed to TAMC's 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 Consultant is billing. Invoices shall detail the work performed on each milestone or task. Invoices shall follow the format stipulated in Exhibit B: Budget and the Invoice Cover Sheet Format attached hereto as Exhibit C and shall reference this Agreement's project title as specified in Section 3, and the Task Order title, if applicable. Consultant will be reimbursed as promptly as fiscal procedures will permit, upon receipt by TAMC'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 Consultant's work under this agreement, or a given Task Order, as applicable.
- vii. No additional compensation will be paid to Consultant unless there is a change in the scope of the work. Changes in the scope of work that do not increase compensation may be approved by the TAMC Project Manager. Changes in the scope of work that would increase compensation must be authorized by an amendment to this Agreement approved by the TAMC Board of Directors.

- viii. Salary increases will be reimbursable only for Actual Cost Plus Fixed Fee or Rates of Compensation contracts and only if the increase is specified in Exhibit B: Budget. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- ix. The total amount payable by TAMC resulting from this Agreement shall not exceed the amount specified in Section 2 of this Agreement.
- x. All subcontracts in excess of \$25,000 shall contain the above provisions.

(b) Method of Payment: The method of payment for this Agreement will be based on: Lump Sum.

- i. The total lump sum price paid to Consultant will include compensation for all work and deliverables, including any travel and equipment described in Exhibit A: Scope of Work for this Agreement. No additional compensation shall be paid, unless a change of Scope of Work is authorized by an amendment approved by the TAMC Board of Directors pursuant to Paragraph 4(a), above.
- ii. Progress payments will be made upon completion of deliverables and acceptance by the TAMC Project Manager, as specified in Exhibit B: Budget, and Paragraph 4(a), above.

5. Retention of Funds.

No Retainage by TAMC or Consultant: No retainage will be withheld by TAMC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by Consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 3321 of the CCC. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE consultants and subconsultants.

6. 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, as well as failure to comply with the provisions of Paragraphs 13 and 14, relating to audits, below. Notwithstanding TAMC's right to terminate for good cause effective immediately upon written notice thereof, TAMC shall provide prior notice to 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) It is also mutually understood between TAMC and Consultant that this Agreement may have been written before ascertaining the availability of funds, or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This

Agreement is valid and enforceable only if sufficient funds are made available to TAMC for the purpose of this Agreement. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. TAMC retains the right to direct Consultant immediately to stop work and to terminate this Agreement for convenience, pursuant to Paragraph 6(a) above, in order to address any reduction of funds.

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

#### 7. Cost Principles and Administrative Requirements

- (a) Consultant 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) Consultant 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 Consultant under this Agreement that are determined by subsequent audit to be unallowable under 2 CFR Part 200 are subject to repayment by Consultant to TAMC.
- (d) Consultants 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.

#### 8. Indemnification.

- (a) 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 subconsultants), 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 subconsultant, 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.

- (b) 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.
- (c) Indemnification for All Other Claims or Loss: For any claims, losses, costs, damages, injuries, other than claims arising out of Consultant’s performance of design professional services under this Agreement, Consultant shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subconsultants), 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 subconsultant, 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, or a defect in a design furnished by TAMC. To the extent there is an obligation to indemnify under this subparagraph 8(c), 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.
- (a) Notwithstanding any other provision of this Agreement, Consultant’s obligation to defend, indemnify and hold harmless TAMC as expressed in these Indemnification Provisions 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.

9. 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:
- Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.
  - Comprehensive automobile insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- (b) All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Unless otherwise provided in this Agreement, all such insurance shall be written on an occurrence basis; or, if any policy cannot be written on an occurrence basis, such policy shall continue in effect for a period of two years following the date of 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. Each policy shall provide identical coverage for each subconsultant performing work under this Agreement or be accompanied by a certificate of insurance for each subconsultant showing identical insurance coverage.
- (d) Commercial general liability and automobile liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by Consultant's insurance.
- (e) TAMC shall not be responsible for any premiums or assessments on the policy.

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

11. Safety Provisions.

- (a) Consultant shall comply with Division of Occupational Safety and Health (CAL-OSHA) regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by TAMC Safety Officer and other TAMC representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on a construction project site.
- (b) If applicable to work to be performed by Consultant identified in the Scope of Work (Exhibit A), and pursuant to the authority contained in Section 591 of the Vehicle Code, TAMC has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- (c) Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- (d) Consultant must have a CAL-OSHA permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

12. Certificate of Insurance and Taxpayer Identification. Prior to the execution of this Agreement by TAMC, Consultant shall submit a completed federal W-9 form, Request for Taxpayer Identification Number and Certification, and file certificates of insurance with TAMC's Finance



Officer 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.

13. Retention of Records/Audit.

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

14. Audit Review Procedures.

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

15. Inspection of Work. Consultant and any subconsultant shall permit TAMC, the State, and the FHWA (if federal participating funds are used in this Agreement) to review and inspect the

project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

16. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subconsultants 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.
17. Amendments and Modifications. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.
18. Statement of Compliance/Non-Discrimination.
  - (a) 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. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of

their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

19. Harassment. TAMC maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.
20. 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 ADA Best Practices for Documents and Outreach with regard to conducting public outreach, developing outreach materials, and producing public documents and content for TAMC and its website.
21. 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.
22. 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 Executive Director, except that, which is expressly identified in the approved Budget/Cost Proposal.
- (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- (d) Any substitution of subconsultant(s) must be approved in writing by TAMC's Executive Director 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.

23. Ownership of Data.

- (a) Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in TAMC; and no further agreement will be necessary to transfer ownership to TAMC. Consultant shall furnish TAMC all necessary copies of data needed to complete the review and approval process.
- (b) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the connection with the project for which this Agreement has been entered into.
- (c) Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by TAMC of the machine-readable information and data provided by Consultant under this Agreement; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by TAMC of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Consultant.
- (d) Applicable patent rights provisions regarding rights to inventions shall be included in the Agreements as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

- (e) TAMC may permit copywriting reports or other agreement products. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the data, and may authorize others to use the work for government purposes.
- (f) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

24. 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, and 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.

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

26. Use of United States –flag Vessels. If this Agreement relates to a federally funded construction contract, the Consultant agrees:

- (a) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) of this section to both the TAMC Project Manager (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

27. Prevailing Wages.

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

28. Equipment, Supplies or Consultant Services Purchases.

- (a) Prior authorization in writing by TAMC's Project Manager shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000) for supplies, equipment, or unbudgeted Consultant services. Consultant shall provide an evaluation of desirability of incurring such costs.
- (b) For purchase of any items, service or consulting work not covered in Consultant's Cost Proposal and exceeding Five Thousand Dollars (\$5,000), prior authorization is required by

TAMC’s Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- (c) Any equipment purchased as a result of this Agreement is subject to the following:
  - i. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of Five Thousand Dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TAMC shall receive a proper refund or credit for such equipment at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit TAMC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TAMC procedures for such sales and then credit TAMC in an amount equal to that sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from and appraiser mutually acceptable to TAMC and Consultant; if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TAMC.
  - ii. Consultant acknowledges that, if federal funds are used in this Agreement, 49 CFR, Part 1201 requires a credit to Federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000) is credited to the project for which this Agreement was entered into.
- (d) Consultant shall include these provisions into any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000).

29. 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.

30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. Contract Administrators. Consultant's designated principal responsible for administering Consultant's work under this Agreement shall be listed in Exhibit A; TAMC's designated administrator of this Agreement shall be Todd A. Muck, Executive Director. TAMC's Project Manager under this Agreement shall be Ariana Green, and TAMC's Finance Officer shall be Dave Delfino.
36. 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. 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:	Todd A. Muck	To Consultant:	Chris Devers
	Executive Director		Chief Executive Officer
	55-B Plaza Circle		710 Old Stage Road
	Salinas, CA 93901		Salinas, CA 93908
Tel:	831-775-0903	Tel:	831-444-3503 Ext. 2000
Fax:	831-775-0897	Fax:	N/A
Email:	<a href="mailto:todd@tamcmonterey.org">todd@tamcmonterey.org</a>	Email:	<a href="mailto:cdevers@ranchocieloyc.org">cdevers@ranchocieloyc.org</a>

37. 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.

38. 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.

39. Debarment and Suspension Certification.

- (a) Consultant’s signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement),” which certifies that Consultant or any person associated with Consultant in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TAMC.
- (b) Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

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

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

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

- (a) Consultant certifies to the best of his, her or its knowledge and belief that:

- i. No State, Federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the State Legislature or United States Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract; in connection with the making of any State or Federal grant; in connection with the making of any State or Federal loan; in connection with the entering into of any cooperative agreement, and in connection with the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress; or an employee of a Member of Congress, in connection with this contract, grant, loan or cooperative agreement, then Consultant shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

Consultant acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for such failure.

- (c) By signing this Agreement, Consultant also agrees that Consultant will require that the language of this certification will be included in all lower-tier subcontracts which exceed One Hundred Thousand Dollars (\$100,000), and that all recipients of such subcontracts shall certify and disclose accordingly.

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

- Exhibit A – Scope of Work and Schedule
- Exhibit B – Budget
- Exhibit C – Invoice Cover Sheet Format
- Exhibit D – ADA Best Practices for Documents and Outreach

43. 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: _____
Todd A. Muck Executive Director	Name: 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. 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: Rancho Cielo Bike Repair & Mobile Repair Workshops

Consultant Project Manager: Joel Jensen

### Scope of Work

#### Introduction

This project aims to fill a regional need for bicycle repair in Monterey County. Rancho Cielo will establish a bike workshop on site as well as work to establish a mobile repair unit & maintenance program available to local communities within Monterey County. Further, Rancho Cielo will make available to community partners our onsite biking facilities. And programing for those with kids interested in attending our school. Rancho Cielo Bike Program emphasizes Bicycle Safety and riding skills training as well as offering basic bicycle mechanics training and Physical Fitness/education opportunities.

#### Project Details

The Rancho Cielo bike shop will be located at 710 Old Stage Rd, Salinas CA 93908. The program is designed to have qualified instructors lead student participants through safety concepts, basic bike repair and maintenance. The students will be able to use the facilities and equipment at the bike shop to make repairs to their privately owned bicycles. Additionally, they will receive any necessary parts needed for repairs at no cost to the student. Further, students will participate in maintaining the existing fleet of bicycles on site. The bike shop staff will have a complete set of professional mechanics tools and peripheral equipment. Tools and equipment will be stored and secured in the bike shop when not in use. To motivate student participation in the bike repair workshops and program, students will be gifted the bicycle they choose to repair and maintain.

#### *Mobile Repair Workshops*

In addition to daily activities on campus, the mobile crew will travel to locations in Salinas, north Monterey County, and other communities that lack bike repair resources. The mobile workshops will be free to the public and include safety awareness, maintenance and repair services approximately six (6) times over three years. They will focus on teaching *safety* through sound *maintenance* and *repair practices*. The mobile unit will have a complete set of tools and equipment to handle most standard repairs including tables, portable bike stands, parts and tool sets. In addition to fixing bikes that community members bring to the workshop, Rancho Cielo will bring bikes that have already been repaired through the program to give away to those who do not have one already. Staff will take pictures of the workshops and track the number of participants and number of bikes given away for each event. Rancho Cielo will provide TAMC with the event locations in advance, for their consideration.

### Project Stakeholders

Rancho Cielo leadership will be responsible for developing and managing the Rancho Cielo bike workshop and mobile workshops. Rancho Cielo leadership will check-in with TAMC staff at least once/year to report on progress and discuss upcoming programming.

### Overall Project Objectives

- Provide opportunities for underserved or at-risk youth to learn safety concepts, basic mechanical skills, and problem solving.
- The joy of riding, encouraging outdoor exercise, and safe riding habits.
- Provide access to repair equipment, supplies, and assistance in low-income communities.

### Summary of Project Tasks

#### **Task 1: Project Administration and Coordination**

TAMC and Rancho Cielo will schedule and facilitate a program launch meeting to review the project, scope of work, schedule, and goals of the program.

Over the span of the grant, Rancho Cielo will provide quarterly invoices and progress reports with back-up documentation to TAMC.

Rancho Cielo project manager and TAMC will hold semiannual coordination meetings over the life of the project to ensure good communication on tasks, project progress, schedule, and budget.

*Task Deliverables: Quarterly invoices & reports with back-up documentation (including pictures).*

#### **Task 2: Program Equipment and Materials**

Rancho Cielo leadership will research and purchase all necessary start-up equipment for the bike workshop and mobile workshop. Equipment will be replaced as needed. Equipment is listed in the budget).

*Task Deliverables: Inventory list, receipts for equipment purchases*

#### **Task 3: Mechanic Training**

All bike mechanic staff and assistants will be trained at the Rancho Cielo Bike Workshop before participating in repair workshops for the public.

*Task Deliverables: Proof of completion of training via letter or training certificate.*

#### **Task 4: Bike Workshop Programming**

**Staff will implement and deliver established Bike Mechanic curriculum developed by Project Bike Tech** for weekly repair and maintenance classes based on the lead mechanic’s guidance in keeping with the latest technologies. Lessons will be provided in English and/or Spanish based on the needs of the student body. Thus, our students volunteering at our Public Events will possess a base of knowledge enabling them to assist the public at our events.

Weekly repair sessions will be held at the Rancho Cielo Bike Workshop for students attending Rancho Cielo. Staff will track the level of participation each week with a sign-in sheet or equivalent tool.

Rancho Cielo Bike Workshop will regularly promote the mobile bike repair service programming through their social media posts and website. This will serve as an additional incentive to the public to encourage potential students to consider attending Rancho Cielo as an avenue towards realizing their life goals.

*Task Deliverables: Curriculum, attendance records, social media, and webpage materials.*

#### **Task 5: Mobile Repair Workshop Events**

##### *Event Promotion*

Develop local press releases, flyers and social media posts to promote the mobile repair arm of the Rancho Cielo Bike Workshop.

##### *Conduct Mobile Repair Work*

Acquiring a Mobile Bike Mechanics Trailer will be key to this aspect of our success. The trailer will be used to conduct two or more mobile repair workshops each calendar year in our local communities within Monterey County. We’ll track participants and event information in quarterly progress reports to TAMC.

Any junk parts and/or waste generated at these workshops will be disposed of using renew, reuse, recycle practices.

Task Deliverables: Acquire a mobile bike mechanics trailer, disbursement of safety equipment and bicycle parts to community members, Photos, flyers, and attendance logs from all events to be shared with TAMC on a quarterly basis.

Rancho Cielo – Bike Repair & Mobile Repair Workshops  
 Approved by TAMC Board on August 28, 2024

Contract Duration: Aug 2024 - June 2028

WE 7100 Measure X SRTS

Rancho Cielo

Task #	Task Title	Total Project Cost	FY 2024/25				FY 2025/26				FY 2026/27				FY 2027/28										
			A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
1	Project Administration & Coordination	\$3,600	KO			IR		IR		IR		IR		IR		IR		IR		IR		IR		IR	
2	Bike Shop Equipment & Materials	\$37,767																							
3	Mechanic Training	\$27,500																							
4	Bike Shop Programming	\$8,500																							
5	Mobile Repair Workshop Events	\$22,258																							
<b>Totals</b>		<b>\$99,625</b>																							

KO Kick-Off Meeting  
 IR Invoice/Reports Due



<b>EXHIBIT B: BUDGET: Rancho Cielo Youth Campus Bike Program &amp; Mobile Repair Workshop</b>			
<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>	<b>NOTES</b>
<b>1</b>	<b>PROJECT ADMINISTRATION AND COODINATION</b>		
	Project Kick-off	\$0	schedule and conduct mtg
	Bi-annual Coordination mtgs	\$1,200	6 meetings/calls
	Invoice/Reporting	\$2,400	12 invoices/reports
	<b>TOTAL</b>	<b>\$3,600</b>	
<b>2</b>	<b>RCBP BIKE SHOP EQUIPMENT AND MATERIALS</b>		
	Shop Tools	\$4,080	Non-Master, misc. shop tools
	Bike Materials/Equip	\$18,687	<b>FOR REPLACEMNT/REPAIR PARTS PUBLIC GIFTS OF SAFETY EQPMT: helmets/gloves/reflector vests etc.</b>
	Shop Equipment	\$15,000	
	<b>TOTAL</b>	<b>\$37,767</b>	
<b>3</b>	<b>MECHANICS TRAINING</b>		
	event staff/	\$7,500	[25 hrs @\$25/hr x2] per event @6events
	Mechanic Training	\$5,000	
	Mechanic/instructor salary	\$15,000	5k/YR
	<b>TOTAL</b>	<b>\$27,500</b>	
<b>4</b>	<b>RCBP BIKE SHOP PROGRAMING</b>		
	Program Promotion	\$2,500	Marketing material/media
	Program Incentives	\$1,000	To encourage max participation
	Contingency Fund	\$5,000	~ \$100/month @ 36 months
	<b>TOTAL</b>	<b>\$8,500</b>	
<b>5</b>	<b>MOBILE WORKSHOPS</b>		
	Community Events		6 Events over 3 yrs: staffing
	Bike/Mobile Workshop Trailer	\$15,000	Trailer will be used to transport all bikes and equipment to mobile workshop sites.
	Event Tools	\$1,500	Tools for public use at events and incentives
	Event Equipment	\$1,958	Canopy/event props
	Event Promotion	\$2,000	Signage/marketing / media
	Vehicle reg/ins	\$600	3yrs
	Vehicle gas/oil	\$1,200	6+ events over 3 yrs
	<b>TOTAL</b>	<b>\$22,258</b>	
	<b>Grand Total (3 Years)</b>	<b>\$99,625</b>	<b>\$33,208/year @3 yrs</b>

**EXHIBIT C: Invoice Cover Page Format**

**[Project Title]**

**[Consultant Firm Name]**

**Invoice #**

---

**Invoice Date**

---

**Invoice Period**

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

## Exhibit D: ADA 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](mailto: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 TAMC 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](mailto:ada@tamcmonterey.org).

## Memorandum

**To:** Board of Directors  
**From:** Ariana Green, Principal Transportation Planner  
**Meeting Date:** August 28, 2024  
**Subject:** Safe Routes to School - MIIS Fellowship

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### **RECOMMENDED ACTION:**

#### **Safe Routes to School - MIIS Fellowship**

1. **APPROVE** and **AUTHORIZE** the Executive Director, or their designee, to execute an agreement with the Middlebury Institute of International Studies, subject to approval by Agency Counsel, in an amount not to exceed \$194,180, to provide assistance with Safe Routes to School Education & Encouragement programs and projects for the period ending June 30, 2029;
2. **APPROVE** the use of Measure X funds budgeted for this purpose; and
3. **AUTHORIZE** the Executive Director, or their designee, to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

### **SUMMARY:**

This contract creates a partnership between the Transportation Agency and Middlebury Institute of International Studies (MIIS) in which students, staff, and faculty are engaged on projects that address language inclusion, community engagement, sustainability and livability issues in collaboration with the Transportation Agency for Monterey County.

### **FINANCIAL IMPACT:**

The five-year contract will be funded with \$194,180 Measure X Safe Routes to School funding included in the Agency's fiscal year 2024-25 budget.

### **DISCUSSION:**

The TAMC Fellowship is a partnership in which Middlebury Institute of International Studies (MIIS) students, staff, and faculty are engaged on projects that address language inclusion, community engagement, sustainability, and livability issues in collaboration with the Transportation Agency for Monterey County. This agreement will focus the next five years and will support TAMC projects, programs, and events across Monterey County. The TAMC Fellowship enables faculty and students from a wide variety of disciplines to contribute to public agency projects as part of their learning experience as graduate and undergraduate students at MIIS.

TAMC's Safe Routes to School Manager will work with the MIIS Project Manager and MIIS TAMC Fellow to find suitable engagement opportunities for students. The MIIS Project Manager will then be

responsible for coordinating with MIIS faculty and staff in project selection and planning, student recruitment (2 students per semester), project implementation, data gathering, and reporting. MIIS will appoint a fellow to lead projects each academic year. In the first year of the contract, the project manager and fellow are the same person, Professor Gabriel Guillen. Carolyn Meyer will be the TAMC fellow in the second year. In subsequent years, Professor Guillen and Carolyn Meyer will manage a nomination and selection process to appoint the fellow overseeing the projects. This fellowship will recognize faculty and staff experienced in community engagement.

TAMC's Safe Routes to School Manager, MIIS Project Manager, and TAMC Fellow will meet before the start of each school semester (August and January) to agree on the projects that will be included in the contract scope of work for the upcoming semester. TAMC staff will coordinate with faculty, staff and students to successfully integrate students into TAMC projects and share professional expertise in the areas of Transportation Planning and Engineering as needed. TAMC will work with MIIS to showcase student contributions and support student participation in conferences and workshops as opportunities arise.

The first year of the contract will include support with ground transportation, supplies, and wages or stipends for students, project manager, and the fellow. For more details see Exhibit A: Scope of Work and Exhibit B: Budget.

**ATTACHMENTS:**

1. TAMC Fellowship - MIIS Contract

**WEB ATTACHMENTS:**

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
AND MIDDLEBURY INSTITUTE OF INTERNATIONAL STUDIES (MIIS)  
AGREEMENT FOR PROFESSIONAL SERVICES  
RELATED TO TAMC FELLOWSHIP (MIIS)  
APPROVED BY THE TAMC BOARD ON:AUGUST 28,2024**

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and Middlebury Institute of International Studies, a 501(c)(3) nonprofit educational corporation incorporated in Vermont, 460 Pierce St, Monterey, CA 93940, hereinafter called "Consultant".

The parties agree as follows:

1. Term of Agreement. The term of this Agreement shall begin upon August 28, 2024, contingent upon approval by the TAMC Board, and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 36. Unless earlier terminated as provided herein, this Agreement shall remain in force until June 30, 2029. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.
2. Payments to Consultant; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable or services outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of One-Hundred Ninety-Four Thousand, One-Hundred Eighty Dollars (\$194,180). If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work and Schedule) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.
3. Employment of Consultant. TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A: Scope of Work and Schedule, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A: Scope of Work and Schedule.

(a) The project title for this work is as follows:

**TAMC Fellowship (MIIS)**

- (b) Consultant represents that Consultant and its agents, subconsultants 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, subconsultants, 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 subconsultants 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 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 and if the work is on schedule; to communicate interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- (g) Consultant’s Project Manager shall meet with TAMC’s Project Manager, as needed, to discuss progress on the contract.

4. Payment Provisions and Allowable Costs:

- (a) The following Standard Payment Provisions apply to all contracts, regardless of the Method of Payment specified in Paragraph (b):
  - i. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.



- ii. Reimbursement for travel costs, if eligible under the Method of Payment as specified below, shall not exceed the Short-Term Travel Lodging Rates and Requirements listed on the Caltrans website, according to the Code of Regulations (CCR), Administrative Code, Title 2.
- iii. When milestone or task-by-task cost estimates are included in the Budget, Consultant shall seek approval from the TAMC 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 TAMC Project Manager.
- iv. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If Consultant 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), TAMC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Paragraph 7, Termination.
- v. Invoices shall be mailed and/or emailed to TAMC's Finance Officer, specified in Paragraph 36, at the address contained in **Paragraph 37 (Notices)**, [accountspayable@tamcmonterey.org](mailto:accountspayable@tamcmonterey.org). Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone or task. Invoices shall follow the format stipulated in Exhibit B: Budget and the Invoice Cover Sheet Format attached hereto as Exhibit C and shall reference this Agreement's project title as specified in Section 3, and the Task Order title, if applicable. Consultant will be reimbursed as promptly as fiscal procedures will permit, upon receipt by TAMC'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 29 (Equipment Purchase) of this Agreement and shall be submitted within 60 calendar days after completion of Consultant's work under this agreement, or a given Task Order, as applicable.
- vii. No additional compensation will be paid to Consultant unless there is a change in the scope of the work. Changes in the scope of work that do not increase compensation may be approved by the TAMC Project Manager. Changes in the scope of work that would increase compensation must be authorized by an amendment to this Agreement approved by the TAMC Board of Directors.

- viii. Salary increases will be reimbursable only for Actual Cost Plus Fixed Fee or Rates of Compensation contracts and only if the increase is specified in Exhibit B: Budget. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- ix. The total amount payable by TAMC resulting from this Agreement shall not exceed the amount specified in Section 2 of this Agreement.
- x. All subcontracts in excess of \$25,000 shall contain the above provisions.

(b) Method of Payment: The method of payment for this Agreement will be based on: Lump Sum

- i. The total lump sum price paid to Consultant will include compensation for all work and deliverables, including any travel and equipment described in Exhibit A: Scope of Work for this Agreement. No additional compensation shall be paid, unless a change of Scope of Work is authorized by an amendment approved by the TAMC Board of Directors pursuant to Paragraph 4(a), above.
- ii. Progress payments will be made upon completion of deliverables and acceptance by the TAMC Project Manager, as specified in Exhibit B: Budget, and Paragraph 4(a), above.

5. Retention of Funds.

(a) No Retainage by TAMC or Consultant: No retainage will be withheld by TAMC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by Consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 3321 of the CCC. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This

provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE consultants and subconsultants.

6. 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, as well as failure to comply with the provisions of Paragraphs 14 and 15, relating to audits, below. Notwithstanding TAMC's right to terminate for good cause effective immediately upon written notice thereof, TAMC shall provide prior notice to 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) It is also mutually understood between TAMC and Consultant that this Agreement may have been written before ascertaining the availability of funds, or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to TAMC for the purpose of this Agreement. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. TAMC retains the right to direct Consultant immediately to stop work and to terminate this Agreement for convenience, pursuant to Paragraph 7(a) above, in order to address any reduction of funds.
- (e) Termination of this Agreement shall not terminate Consultant's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 9 and 20.

7. Cost Principles and Administrative Requirements.

- (a) Consultant 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) Consultant 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 Consultant under this Agreement that are determined by subsequent audit to be unallowable under 2 CFR Part 200 are subject to repayment by Consultant to TAMC.
- (d) Consultants 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.

8. Indemnification.

- (a) For the purposes of the following indemnification provisions (“Indemnification Provisions”), “design professional” has the same meaning as set forth in California Civil Code Section 2782.8. If any term, provision or application of these Indemnification Provisions is found to be invalid, in violation of public policy, or unenforceable to any extent, such finding shall not invalidate any other term or provision of these Indemnification Provisions, and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of these Indemnification Provisions and the provisions of California Civil Code Sections 2782 and 2782.8, the broadest indemnity protection for TAMC under these Indemnification Provisions that is permitted by law shall be provided by Consultant.
- (b) Indemnification for Design Professional Services Claims: Consultant shall indemnify, defend, and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any all claims that arise out of, or pertain to, or related to the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence, or willful misconduct of TAMC, or defect in a design furnished by TAMC, but in no event shall the amount of such Consultant’s liability exceed such

Consultant's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against TAMC is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such Consultant shall meet and confer with the other parties to such action regarding unpaid defense costs.

- (c) Indemnification for All Other Claims or Loss: For any claims, losses, costs, damages, injuries, other than claims arising out of Consultant's performance of design professional services under this Agreement, Consultant shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subconsultants), 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 subconsultant, 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, or a defect in a design furnished by TAMC. To the extent there is an obligation to indemnify under this sub-paragraph 9(c), 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.
- (d) Notwithstanding any other provision of this Agreement, Consultant's obligation to defend, indemnify and hold harmless TAMC as expressed in these Indemnification Provisions 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.

## 9. 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:
- Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.

- Comprehensive automobile insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

- (b) All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Unless otherwise provided in this Agreement, all such insurance shall be written on an occurrence basis; or, if any policy cannot be written on an occurrence basis, such policy shall continue in effect for a period of two years following the date of 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. Each policy shall provide identical coverage for each subconsultant performing work under this Agreement or be accompanied by a certificate of insurance for each subconsultant showing identical insurance coverage.
- (d) Commercial general liability and automobile liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by Consultant's insurance.
- (e) TAMC shall not be responsible for any premiums or assessments on the policy.

10. Workers' Compensation Insurance. If during the performance of this Agreement, 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 subconsultant employing one or more employees, and Consultant shall be responsible for all subconsultants' compliance herewith.

11. Safety Provisions.

- (a) Consultant shall comply with Division of Occupational Safety and Health (CAL-OSHA) regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by TAMC Safety Officer and other TAMC representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on a construction project site.
- (b) If applicable to work to be performed by Consultant identified in the Scope of Work (Exhibit A), and pursuant to the authority contained in Section 591 of the Vehicle Code, TAMC has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- (c) Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- (d) Consultant must have a CAL-OSHA permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

12. Certificate of Insurance and Taxpayer Identification. Prior to the execution of this Agreement by TAMC, Consultant shall submit a completed federal W-9 form, Request for Taxpayer Identification Number and Certification, and file certificates of insurance with TAMC's Finance Officer 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.

13. Retention of Records/Audit.

- (a) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and TAMC shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their

respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant 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. Documents not delivered to TAMC or prepared by subconsultants or by any other party not subject to this Agreement, shall remain the property of the person or entity that prepared them.

(b) Subcontracts in excess of \$25,000 shall contain this provision.

#### 14. Audit Review Procedures.

- (a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by TAMC'S Finance Officer.
- (b) Not later than 30 days after issuance of the final audit report, Consultant may request a review by TAMC'S Finance Officer of unresolved audit issues. The request for review will be submitted in writing.
- (c) Neither the pendency of a dispute nor its consideration by TAMC will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- (d) Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by TAMC project manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by TAMC at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.



15. Inspection of Work. Consultant and any subconsultant shall permit TAMC, the State, and the FHWA (if federal participating funds are used in this Agreement) to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.
16. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subconsultants 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.
17. Amendments and Modifications. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.
18. Statement of Compliance/Non-Discrimination.
  - (a) 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. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if

set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

19. Harassment. TAMC maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.
20. 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 ADA Best Practices for Documents and Outreach with regard to conducting public outreach, developing outreach materials, and producing public documents and content for TAMC and its website.
21. 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.
22. 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 Executive Director, except that, which is expressly identified in the approved Budget/Cost Proposal.
- (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- (d) Any substitution of subconsultant(s) must be approved in writing by TAMC’s Executive Director 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.

23. Ownership of Data.

- (a) Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in TAMC; and no further agreement will be necessary to transfer ownership to TAMC. Consultant shall furnish TAMC all necessary copies of data needed to complete the review and approval process.
- (b) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the connection with the project for which this Agreement has been entered into.
- (c) Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by TAMC of the machine-readable information and data provided by Consultant under this Agreement; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by TAMC of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Consultant.
- (d) Applicable patent rights provisions regarding rights to inventions shall be included in the Agreements as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- (e) TAMC may permit copywriting reports or other agreement products. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to

reproduce, publish or otherwise use the data, and may authorize others to use the work for government purposes.

- (f) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

24. 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, and 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.

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

26. Use of United States –flag Vessels. If this Agreement relates to a federally funded construction contract, the Consultant agrees:

- (a) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this

Agreement, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) of this section to both the TAMC Project Manager (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

#### 27. Prevailing Wages.

- (a) Consultant shall comply with all prevailing wage requirements, including California Labor Code Section 1770, et seq., and any Federal or local laws or ordinances, that may be applicable to the work to be performed pursuant to this Agreement.
- (b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works, shall contain all the provisions of this Paragraph 28.
- (c) When prevailing wages may apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination found on the DIR website.

#### 28. Equipment, Supplies or Consultant Services Purchases.

- (a) Prior authorization in writing by TAMC's Project Manager shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000) for supplies, equipment, or unbudgeted Consultant services. Consultant shall provide an evaluation of desirability of incurring such costs.
- (b) For purchase of any items, service or consulting work not covered in Consultant's Cost Proposal and exceeding Five Thousand Dollars (\$5,000), prior authorization is required by TAMC's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- (c) Any equipment purchased as a result of this Agreement is subject to the following:

- i. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of Five Thousand Dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TAMC shall receive a proper refund or credit for such equipment at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit TAMC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TAMC procedures for such sales and then credit TAMC in an amount equal to that sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from and appraiser mutually acceptable to TAMC and Consultant; if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TAMC.
- ii. Consultant acknowledges that, if federal funds are used in this Agreement, 49 CFR, Part 1201 requires a credit to Federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000) is credited to the project for which this Agreement was entered into.

(d) Consultant shall include these provisions into any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000).

29. 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.

30. 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.

- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. Contract Administrators. Consultant’s designated principal responsible for administering Consultant’s work under this Agreement shall be listed in Exhibit A; TAMC’s designated administrator of this Agreement shall be Todd A. Muck, Executive Director. TAMC’s Project Manager under this Agreement shall be Ariana Green, and TAMC’s Finance Officer shall be Mi Ra Park.
- 36. Notices. Notices required under this Agreement shall be delivered personally or by e-mail or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or email-receipt, 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:      Todd A. Muck  
                         Executive Director  
                         55-B Plaza Circle  
                         Salinas, CA 93901  
  
Tel:              831-775-0903  
Fax:              831-775-0897

To Consultant:  
  
  
  
Tel:  
Fax:

Email: [todd@tamcmonterey.org](mailto:todd@tamcmonterey.org)

Email:

Billing email: [accountspayable@tamcmonterey.org](mailto:accountspayable@tamcmonterey.org)

37. 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.
38. 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.
39. Debarment and Suspension Certification.
- (a) Consultant’s signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement),” which certifies that Consultant or any person associated with Consultant in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TAMC.
  - (b) Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
  - (c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.
40. Rebates, Kickbacks or Other Unlawful Consideration Prohibited. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any TAMC employee. TAMC shall have the right, in its sole and absolute discretion to do any of the following for breach or violation of this warranty: to terminate the Agreement without liability; to pay for the value of the work actually performed; or



to deduct from the compensation to be paid under this Agreement (or otherwise recover) the full amount of any such rebate, kickback or unlawful consideration.

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

(a) Consultant certifies to the best of his, her or its knowledge and belief that:

- i. No State, Federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the State Legislature or United States Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract; in connection with the making of any State or Federal grant; in connection with the making of any State or Federal loan; in connection with the entering into of any cooperative agreement, and in connection with the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress; or an employee of a Member of Congress, in connection with this contract, grant, loan or cooperative agreement, then Consultant shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Consultant acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for such failure.

(c) By signing this Agreement, Consultant also agrees that Consultant will require that the language of this certification will be included in all lower-tier subcontracts which exceed One Hundred Thousand Dollars (\$100,000), and that all recipients of such subcontracts shall certify and disclose accordingly.

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

- Exhibit A – Scope of Work and Schedule
- Exhibit B – Budget
- Exhibit C – Invoice Cover Sheet Format
- Exhibit D – ADA Best Practices for Documents and Outreach
- Exhibit E – Title VI Exhibit for Federal Contracts
- Exhibit F – Signature Requirements

43. 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: \_\_\_\_\_  
Todd A. Muck  
Executive Director

By: \_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_

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. Refer to Exhibit F, Signature Requirements.

\*\*\*\*\*

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:** TAMC Fellowship (MIIS)

**Consultant Project Manager:** Gabriel Guillén

### Scope of Work

**The TAMC Fellowship** is a partnership in which Middlebury Institute of International Studies (MIIS) students, staff, and faculty are engaged on projects that address **language inclusion, community engagement, sustainability, and livability** issues in collaboration with the Transportation Agency for Monterey County. This agreement will focus the next five years and will support TAMC projects, programs, and events across Monterey County. The TAMC Fellowship enables faculty and students from a wide variety of disciplines to contribute to public agency projects as part of their learning experience as graduate and undergraduate students at MIIS.

**TAMC's Safe Routes to School Manager** will work with the **MIIS Project Manager and MIIS TAMC Fellow** to find suitable engagement opportunities for students. The **MIIS Project Manager** will then be responsible for coordinating with MIIS faculty and staff in project selection and planning, student recruitment (2 students per semester), project implementation, data gathering, and reporting. MIIS will appoint a fellow to lead projects each academic year. In the first year of the contract, the project manager and fellow are the same person, Professor Gabriel Guillen. Carolyn Meyer will be the TAMC fellow in the second year. In subsequent years, Professor Guillen and Carolyn Meyer will manage a nomination and selection process to appoint the fellow overseeing the projects. This fellowship will recognize faculty and staff experienced in community engagement.

**TAMC's Safe Routes to School Manager, MIIS Project Manager, and TAMC Fellow** will meet before the start of each school semester (August and January) to agree on the projects that will be included in the contract scope of work for the upcoming semester. TAMC staff will coordinate with faculty, staff and students to successfully integrate students into TAMC projects and share professional expertise in the areas of Transportation Planning and Engineering as needed. TAMC will work with MIIS to showcase student contributions and support student participation in conferences and workshops as opportunities arise.

The first year of the contract will include support with ground transportation, supplies, and wages or stipends for students, project manager, and the fellow. For more details see Exhibit A: Scope of Work and Exhibit B: Budget.

## EXHIBIT A: Stakeholders, Scope of Work, and Schedule

### Project Title: TAMC Fellowship

#### Project Details

This agreement will focus on supporting collaborative projects between faculty, graduate, and undergraduate students from the Middlebury Institute of International Studies (MIIS) and the Transportation Agency for Monterey County (TAMC). Under the supervision of an annual appointed fellow, MIIS students will work on projects that align with the missions of both MIIS and TAMC organizations. Before each semester, a new project will be negotiated and agreed upon, ensuring meaningful engagement and practical experience for students. The MIIS Project Manager will be the overall and contractual person of contact for TAMC.

- **TAMC Mission:** Developing and maintaining a multimodal transportation system that enhances mobility, safety, access, environmental quality, and economic activities in Monterey County.
- **MIIS Mission:** Educating professionals to advance understanding, promote peace, and drive change in pursuit of a more just world.

**Type of projects that MIIS students and faculty can deliver:** translations, bilingual communication, community research, desktop publishing, website design, storytelling, and mapping.

#### Responsible Parties

- **TAMC:** Will work with the MIIS Project Manager to find suitable engagement opportunities for MIIS students. TAMC staff will coordinate with the MIIS Project Manager to successfully integrate MIIS faculty and students into TAMC's initiatives. TAMC will provide professional expertise in relevant areas and support student engagement with TAMC staff and community members when suitable.
- **MIIS:** The MIIS Project Manager will be responsible for coordinating with TAMC, MIIS faculty, staff, and students to develop and implement TAMC projects. The MIIS Project Manager will

recruit and organize students' participation and provide TAMC with invoices and progress reports.

## Partnership Goals

- Assist TAMC in identifying and addressing community needs in Monterey County
- Enhance community participation through collaborative projects
- Collect and analyze data to support TAMC's initiatives and grant funding
- Develop educational and promotional materials for TAMC projects
- Provide students with real-world experience and exposure to transportation and sustainability careers

## Scope of Work

### 1. Coordination

- TAMC Project Manager and MIIS Project Manager will meet to discuss project expectations, invoicing, reporting, and other relevant project information. TAMC staff and MIIS Project Manager will alternate to document the meeting summary.

### 2. Student Engagement

- Project Negotiation:
  - Each semester (August and January), TAMC and MIIS will negotiate and agree on a project involving students. The MIIS Project Manager will coordinate with TAMC to identify suitable projects that align with the missions of both organizations.
  - The TAMC Fellow will be given input and feedback on project selection for two semesters (fall and spring), and be responsible for setting project timelines, overseeing students, and completing project deliverables.

- Relevance for the Student Learning Experience:
  - MIIS faculty and staff will ensure meaningful engagement and relevance for the student learning experience.

3. Project Implementation

- Students will develop educational, communication, and/or promotional materials, including brochures, reports, websites, videos, and visual aids, to support TAMC projects and enhance community outreach.
- Students will collect and analyze data to support TAMC's initiatives and provide valuable insights for grant applications and project evaluation.

4. Progress Reporting

- Monthly Reports during projects:
  - The MIIS Project Manager will submit monthly progress reports detailing work performed, findings, and any challenges encountered.
  - The MIIS Project Manager will work with the Middlebury Office of Finance to ensure invoices and financial reports are submitted as required by TAMC.

**MIIS Team Roles and Responsibilities**

<b>Project Manager</b>	<b>TAMC Fellow</b>	<b>Graduate Assistants</b>
<ul style="list-style-type: none"> <li>● Serve as the primary point of contact between MIIS and TAMC.</li> </ul>	<ul style="list-style-type: none"> <li>● Lead the selected projects each academic year.</li> <li>● Recruit and organize students for project</li> </ul>	<ul style="list-style-type: none"> <li>● Participate in project activities as identified and assigned by the MIIS Project Manager and TAMC Fellow.</li> </ul>

<ul style="list-style-type: none"> <li>● Coordinate with MIIS faculty, staff, and TAMC to select and plan projects.</li> <li>● Oversee project implementation, ensuring that project goals and timelines are met.</li> <li>● Ensure the submission of invoices and financial reports in collaboration with the Middlebury Office of Finance.</li> <li>● Lead the nomination and selection process for TAMC Fellows starting 2026/2027.</li> <li>● Offer input and feedback on project selection for two semesters (fall and spring).</li> </ul>	<p>participation each semester.</p> <ul style="list-style-type: none"> <li>● Work closely with the students to ensure projects align with the missions of MIIS and TAMC.</li> <li>● Set project timelines, oversee student involvement, and ensure the completion of effective project deliverables.</li> <li>● Manage data gathering and progress reporting, including submitting monthly reports and final project deliverables.</li> </ul>	<ul style="list-style-type: none"> <li>● Develop educational, communication, and promotional materials, including brochures, reports, websites, videos, and visual aids.</li> <li>● Collect and analyze data to support TAMC's initiatives, providing insights for grant applications and project evaluations.</li> <li>● Engage with community members and TAMC staff to enhance the impact of projects.</li> </ul>
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MIIS Project Manager: Gabriel Guillén  
 MIIS TAMC Fellow for 2024/2025: Gabriel Guillén  
 MIIS TAMC Fellow for 2025/2026: Carolyn Meyer

**Term of Agreement**

This agreement will commence on **September 1, 2024** and remain in force until **June 30, 2029**, unless earlier terminated as provided herein.



### EXHIBIT B: Budget

Contract Duration: Aug 2024 - June 2029

WE 7100 Measure X SRTS

Middlebury Institute

	Description	Total Project Cost	FY 2024/25				FY 2025/26				FY 2026/27				FY 2027/28				FY 2028/29																			
			A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	
1	Project Manager	\$20,000	KO				IR				IR				IR				IR				IR				IR				IR				IR			
2	Project Leader (Fellow_	\$49,500																																				
3	Student #1	\$24,000																																				
4	Student #2	\$24,750																																				
5	Fringe Benefits	\$43,280																																				
6	Ground Transportation & Mileage Reimbursement	\$7,500																																				
7	Supplies/Software/Printing/Misc.	\$7,500																																				
8	Indirect Costs, 10% of direct costs	\$17,650																																				
<b>Totals</b>		<b>\$194,180</b>																																				

KO Kick-Off Meeting  
 IR Invoice/Reports Due

**EXHIBIT C: Invoice Cover Page Format**

**[Project Title]**

**[Consultant Firm Name]**

**Invoice #**

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**Invoice Date**

---

**Invoice Period**

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

## Exhibit D: ADA 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](mailto: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 TAMC 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](mailto:ada@tamcmonterey.org).

### Exhibit F: Contract Signature Requirements

TYPE OF ENTITY	SIGNATURE REQUIREMENTS	Verification if deviation	EXAMPLES
Corporation (Often the name is followed by "Inc.")	Two (2) signatures are required: one (1) signature by the chair of the Board of Directors, president or any vice president and one (1) signature by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.  Reference: Corporations Code §313 & 5214	Corporate Resolution authorizing signatory to bind corporation or Articles of Incorporation	Owner: Smith and Jones, Inc.  Signatures: Butch Cassidy, President Sundance Kidd, Secretary
Limited Liability Company (LLC)	Signatures by at least two (2) managers, or by one (1) manager in the case of a limited liability company whose articles of organization state that it is managed by only one (1) manager.  Reference: Corporations Code §17703.01	Articles of Organization	Owner: Smith and Jones, LLC  Signature John Thomas Jones, Manager  Signature Honest John Smith, Manager
Partnership (Including Limited Liability Partnership (LLP))	Any partner, unless authority is restricted in Statement of Partnership Authority.  Reference: Corporations Code §16301	Statement of Partnership Authority	Owner: McGill Partnership  Signature: Jimmy McGill, Partner  Owner: Hamlin, Hamlin and McGill, LLP  Signature: Charles McGill, Partner
Limited Partnership (LP)	A general partner, unless authority is restricted in Statement of Partnership Authority.  Reference: Corporations Code §15904.02(a)	Certificate of Limited Partnership	Owner: Goodman, LP  Signature: Saul Goodman, General Partner
Sole proprietorship (a business owned by one person)	Sole proprietor (Note that a sole proprietorship consists of only "one" individual and it has no existence apart from its owner; however, it may operate under a fictitious business name).	N/A	Signature: Walter White
Trust	Trustee(s)  Reference: Probate Code § 16200	Certification of trust, or copy of trust	The owner will be "Smith Family Revocable Trust dated mm-dd-yyyy" (language such as "Under declaration of trust" or "UDT" should be included). Signing it will be "John Smith, trustee of the Smith Family Revocable Trust dated mm-dd-yyyy" and "Mary Smith, trustee of the Smith Family Revocable Trust dated mm-dd-yyyy".

In all of the above ownership situations the owner is not the individual signing the document but the name of the entity (except in the instance of a sole proprietorship). Legal documents such as recorded documents which we often prepare for land use entitlement condition compliance should use the legally correct ownership words spelled out and NOT abbreviations such as et al. Please use the actual names of all of the property owners of record.

**Memorandum**

**To:** Board of Directors  
**From:** Laurie Williamson, Senior Engineer  
**Meeting Date:** August 28, 2024  
**Subject:** **Monterey Branch Line Easements to Pacific Gas and Electric Company**

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**RECOMMENDED ACTION:****Monterey Branch Line Easements to Pacific Gas and Electric Company**

1. **APPROVE** the utility easements in favor of Pacific Gas and Electric Company, subject to legal counsel approval, for the Monterey-Salinas Transit SURF! Busway project; and
2. **AUTHORIZE** the Executive Director, or their designee, to execute deeds granting temporary utility easements in favor of Pacific Gas and Electric Company for the Monterey-Salinas Transit SURF! Busway project; and
3. **AUTHORIZE** the Executive Director to take such other future actions as may be necessary to fulfill the intent of the temporary utility easements including approvals of future modifications or amendments that do not significantly alter the approved easements and/or approving and executing resolutions relating to these easements.

**SUMMARY:**

The Monterey-Salinas Transit (MST) SURF! Busway project, portions of which are located in the TAMC owned Monterey Branch Line railroad right-of-way, requires the installation of utilities at various locations to serve the project. In order to install and maintain these utilities, five easement deeds are required.

**FINANCIAL IMPACT:**

The utility easements will be no fee easements.

**DISCUSSION:**

The MST SURF! Busway and Bus Rapid Transit (BRT) project will operate between MST's Marina Transit Exchange at Reservation Road and De Forest Road (northern terminus) and Playa Avenue in Sand City/Seaside (southern terminus). The project consists of approximately 6 linear miles of roadway surface and related improvements to provide a dedicated express busway and bus rapid transit service between these points. The majority of the busway alignment will be within the TAMC-owned Monterey Branch Line rail corridor right-of-way, an approximately 100-foot wide corridor. MST and TAMC have collaborated on station requirements, permitting, and expectations for busway and station operations as part of BRT within the TAMC-owned rail corridor right-of-way.

In February 2024, the TAMC Board approved the funding agreement allowing MST to be reimbursed for eligible expenses from the Measure X regional funds that are dedicated and available to the project. In June 2024, the TAMC Board approved the Use Agreement with MST.

In order to meet the project utility needs, easements in favor of PG&E need to be executed. To date, the following five locations have been identified for easements:

1. Near Palm Avenue and Marina Drive, Marina
2. Near the southern end of Marina Drive, Marina
3. Across from Reindollar Avenue, Marina
4. Near SR 1 and California Avenue, Seaside
5. Near Playa Avenue and California Avenue, Sand City

Attachment 1 depicts the standard template for PG&E easements. This template will be updated accordingly for the five locations that have been identified. Maps and legal descriptions for these areas are included in the remaining attachments.

**ATTACHMENTS:**

1. MBL Easement - MST SURF PGE Master Template
2. 01 SURF BRT Plat Legal - Palm Ave
3. 02 SURF BRT Plat Legal - Marina Dr
4. 03 SURF BRT Plat Legal - Reindollar
5. 04 SURF BRT Plat Legal - Roundabout
6. 05 SURF BRT Plat Legal - Playa Ave

**WEB ATTACHMENTS:**

**RECORDING REQUESTED BY AND RETURN TO:**

**PACIFIC GAS AND ELECTRIC COMPANY**  
**300 Lakeside Drive, Suite 210**  
**Oakland, CA 94612**  
**Attn: Land Rights Library**

Location: City/Uninc \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens and Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**LD#**

**TEMPORARY EASEMENT DEED**

[ PG&E ID Number ]  
[ PG&E Location Desc ]

TRANSPORTATION AGENCY OF MONTEREY COUNTY, a public agency, hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of [ input city ] County of Monterey, State of California, described as follows:

That parcel of land described in the Quitclaim deed where UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor by merger with Southern Pacific Company and Southern Pacific Railroad Company, corporate successor of Monterey Railroad Company, successor to Monterey and Salinas Valley Railroad Company) ("Grantor"), remises, releases and quitclaims to TRANSPORTATION AGENCY FOR MONTEREY COUNTY, a public agency created under California law ("Grantee"), all of Grantor's rights, title, and interest in and to that certain real property (the "Property") situated in the County of Monterey, State of California, as described on Exhibit 1 recorded on September 9, 2003 in Document 2003111066.

The easement area is described as follows:

That parcel of land described in Exhibit A and shown upon Exhibit B, attached hereto and made a part of.



Grantor grants the rights herein for the length of the Use Agreement executed between the Transportation Agency for Monterey County and the Monterey-Salinas Transit District for the SURF! Busway and Bus Rapid Transit project (entered into on June 28, 2024), and as may be amended by mutual agreement between Grantor and Grantee, and subject to Grantor’s need, as determined in Grantor’s sole discretion, to terminate the rights of this easement.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the “Grant of Easement Disclosure Statement”, Exhibit “C”, attached hereto and made a part hereof.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: \_\_\_\_\_

TRANSPORTATION AGENCY FOR  
MONTEREY COUNTY

I hereby certify that a resolution was adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the \_\_\_\_\_ authorizing the foregoing grant of easement.

By: \_\_\_\_\_  
Todd A. Muck  
Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public,  
Insert name  
personally appeared \_\_\_\_\_  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF EASEMENT PROPERTY**

**EXHIBIT B**  
**PLAT DEPICTING EASEMENT**



## EXHIBIT "C"

### GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

**EXHIBIT A  
LEGAL DESCRIPTION  
PG&E Easement**

All that certain real property located in the City of Marina, County of Monterey, State of California, being a portion of that parcel of landed described in the Quitclaim deed from Union Pacific Railroad, a Delaware corporation, to Transportation Agency for Monterey County, a public agency, filed for record on September 29, 2003, under document number 2003111066, Official Records of said County and being more particularly described as follows:

**Beginning** at a point on the western line of said Transportation Agency for Monterey County Parcel, at the eastern terminus of the centerline of **Palm Avenue as shown on (ADD Map reference)**; thence across said Transportation Agency for Monterey County Parcel the following three (3) courses:

- (1) North 79°03'32" East 39.64 feet;
- (2) South 10°56'28" East 10.00 feet, and
- (3) South 79°03'32" West 51.51 feet to a point on the western line of said Transportation Agency for Monterey County Parcel;

Thence along last said western line North 38°56'24" East 15.52 feet to the Point of Beginning

Containing an area of 456 square feet, more or less.

A plat showing the above-described parcel is attached hereto and made a part hereof as "Exhibit B".

This legal description and associated plat was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act.

**PRELIMINARY (for review only)**

Kirkpatrick P Myers, LS 9009  
Kirk.myers@kimley-horn.com

8/1/2024  
Dated

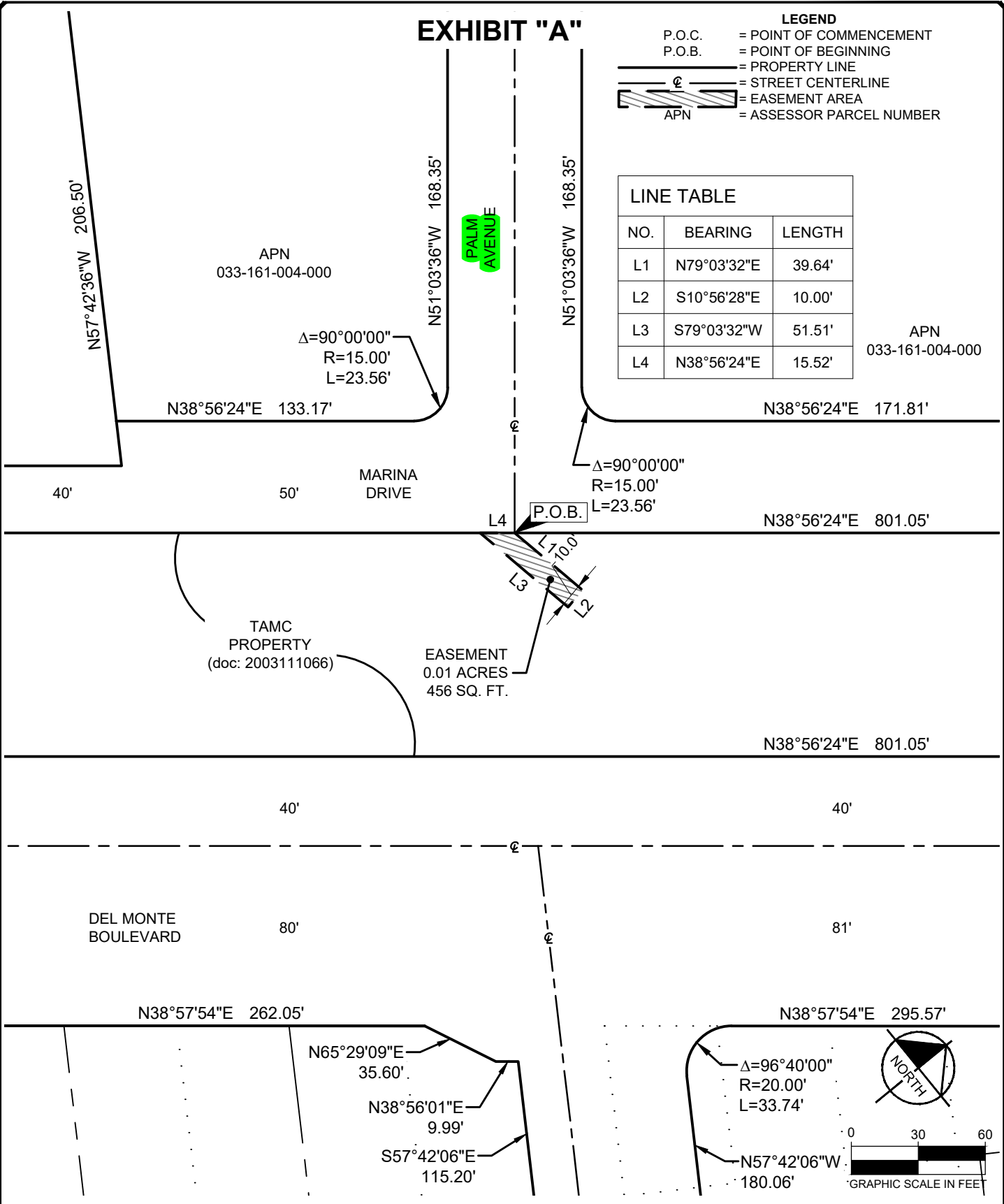
**END OF DESCRIPTION**

# EXHIBIT "A"

**LEGEND**

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- = PROPERTY LINE
- ⊕ = STREET CENTERLINE
- ▨ = EASEMENT AREA
- APN = ASSESSOR PARCEL NUMBER

LINE TABLE		
NO.	BEARING	LENGTH
L1	N79°03'32"E	39.64'
L2	S10°56'28"E	10.00'
L3	S79°03'32"W	51.51'
L4	N38°56'24"E	15.52'



**Kimley»Horn**

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 4637 CHABOT DRIVE, SUITE 300, PLEASANTON, CA 94588  
 PHONE: 925.398.4840  
 WWW.KIMLEY-HORN.COM

**EXHIBIT "A"**

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 CITY OF MARINA,  
 MONTEREY COUNTY, CALIFORNIA

DATE	7/2024
DRAWN BY	WKL
CHECKED BY	---
SCALE:	1" = 60'
SHEET NUMBER	5 OF 5

**EXHIBIT A  
LEGAL DESCRIPTION  
PG&E Easement**

All that certain real property located in the City of Marina, County of Monterey, State of California, being a portion of that parcel of landed described in the Quitclaim deed from Union Pacific Railroad, a Delaware corporation, to Transportation Agency for Monterey County, a public agency, filed for record on September 29, 2003, under document number 2003111066, Official Records of said County and being more particularly described as follows:

**COMMENCING** at a point on the western line of Marina Drive, said point being at the northeastern corner of Lot Y as shown on that certain X Map filed for record on XX XX, XXXX, in Book X of X Maps at Page X, Official Records of Monterey County, thence along said western line of Marina Drive South 38°56'24" West 174.90 feet; thence across Marina Drive South 51°03'36" East 30.00 feet to a point on the common line with Marina Drive and said Transportation Agency for Monterey County Parcel and the true **Point of Beginning**; thence along the western line of said Transportation Agency for Monterey County Parcel South 38°56'24" West 15.00 feet; thence across said Transportation Agency for Monterey County Parcel the following three (3) courses:

- (1) South 51°03'36" East 10.00 feet;
- (2) North 38°56'24" East 15.00 feet, and
- (3) North 51°03'36" West 10.00 feet to the **Point of Beginning**

Containing an area of 150 square feet, more or less.

A plat showing the above-described parcel is attached hereto and made a part hereof as "Exhibit B".

This legal description and associated plat was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act.

**PRELIMINARY (for review only)**

Kirkpatrick P Myers, LS 9009  
Kirk.myers@kimley-horn.com





8/1/2024  
Dated

**END OF DESCRIPTION**



# EXHIBIT "B"

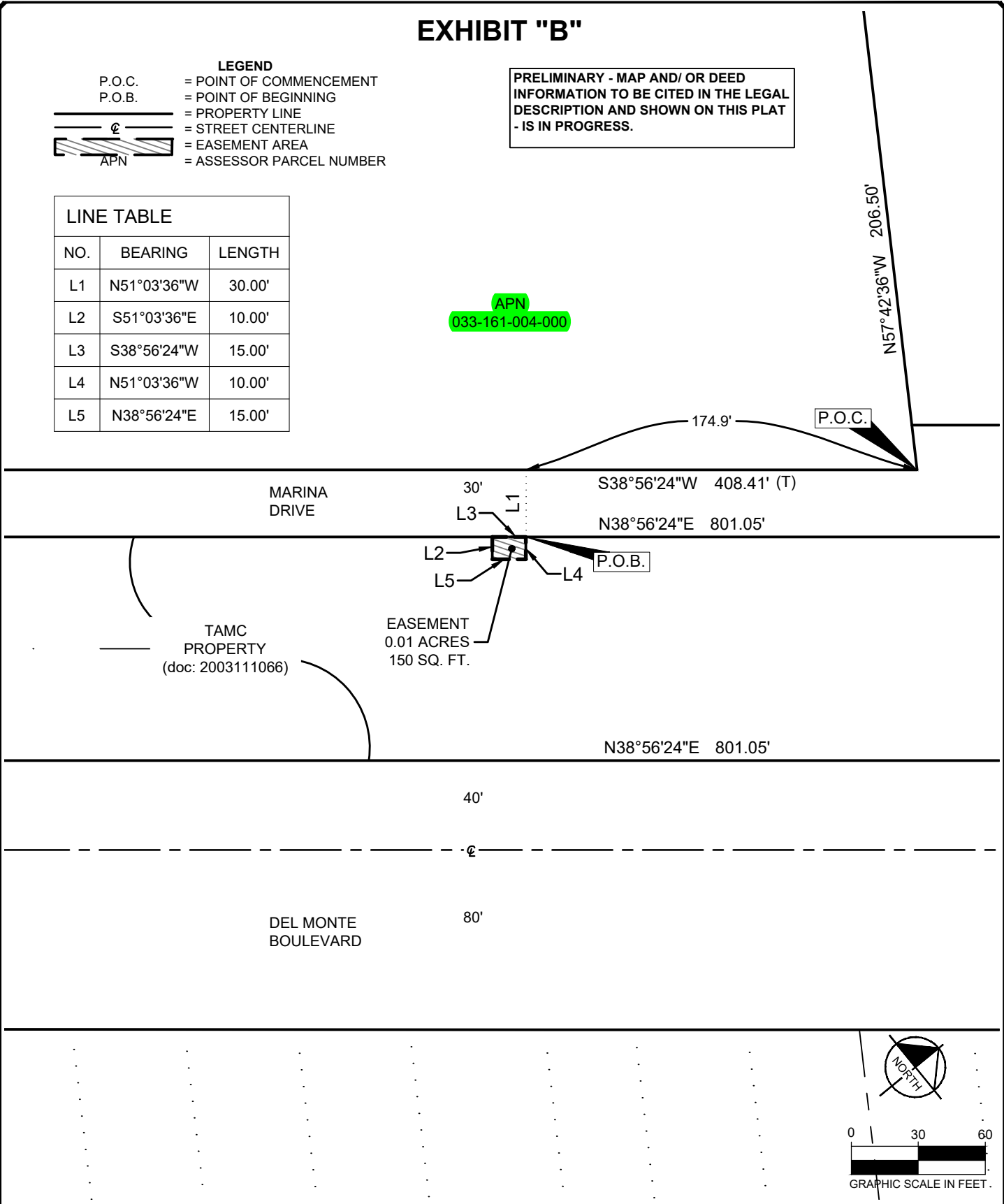
**LEGEND**

P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
 = PROPERTY LINE  
 = STREET CENTERLINE  
 = EASEMENT AREA  
 = ASSESSOR PARCEL NUMBER

PRELIMINARY - MAP AND/ OR DEED INFORMATION TO BE CITED IN THE LEGAL DESCRIPTION AND SHOWN ON THIS PLAT - IS IN PROGRESS.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N51°03'36"W	30.00'
L2	S51°03'36"E	10.00'
L3	S38°56'24"W	15.00'
L4	N51°03'36"W	10.00'
L5	N38°56'24"E	15.00'

APN  
033-161-004-000



**Kimley»Horn**

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4637 CHABOT DRIVE, SUITE 300, PLEASANTON, CA 94588  
PHONE: 925.398.4840  
WWW.KIMLEY-HORN.COM

**EXHIBIT "B"**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
**CITY OF MARINA,**  
**MONTEREY COUNTY, CALIFORNIA**

DATE	7/2024
DRAWN BY	WKL
CHECKED BY	---
SCALE:	1" = 60'
SHEET NUMBER	1 OF 1

**EXHIBIT A  
LEGAL DESCRIPTION  
PG&E Easement**

All that certain real property located in the City of Marina, County of Monterey, State of California, being a portion of that parcel of landed described in the Quitclaim deed from Union Pacific Railroad, a Delaware corporation, to Transportation Agency for Monterey County, a public agency, filed for record on September 29, 2003, under document number 2003111066, Official Records of said County and being more particularly described as follows:

**COMMENCING** at a point on the western line of said Transportation Agency for Monterey County Parcel, said point being at the southeastern corner of Marina Drive as shown on **add map reference**; thence along said western line along a curve to the right having a radius of 2,914.93 feet, a length of 25.53 feet through a central angle of 0°30'07" with chord North 31°07'39" East 25.53 feet to the true **Point of Beginning**; thence continuing along last said western line along last said curve to the right having radius of 2,914.93 feet, a length of 12.03 feet through a central angle of 0°14'11"; thence across said Transportation Agency for Monterey County Parcel the following three (3) courses:

- (1) South 24°43'13" East 60.28 feet;
- (2) South 65°16'47" West 10.00 feet; and
- (3) North 24°43'13" West 53.59 feet to the **Point of Beginning**

Containing an area of 569 square feet, more or less.

A plat showing the above-described parcel is attached hereto and made a part hereof as "Exhibit B".

This legal description and associated plat was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act.

**PRELIMINARY (for review only)**

Kirkpatrick P Myers, LS 9009  
Kirk.myers@kimley-horn.com

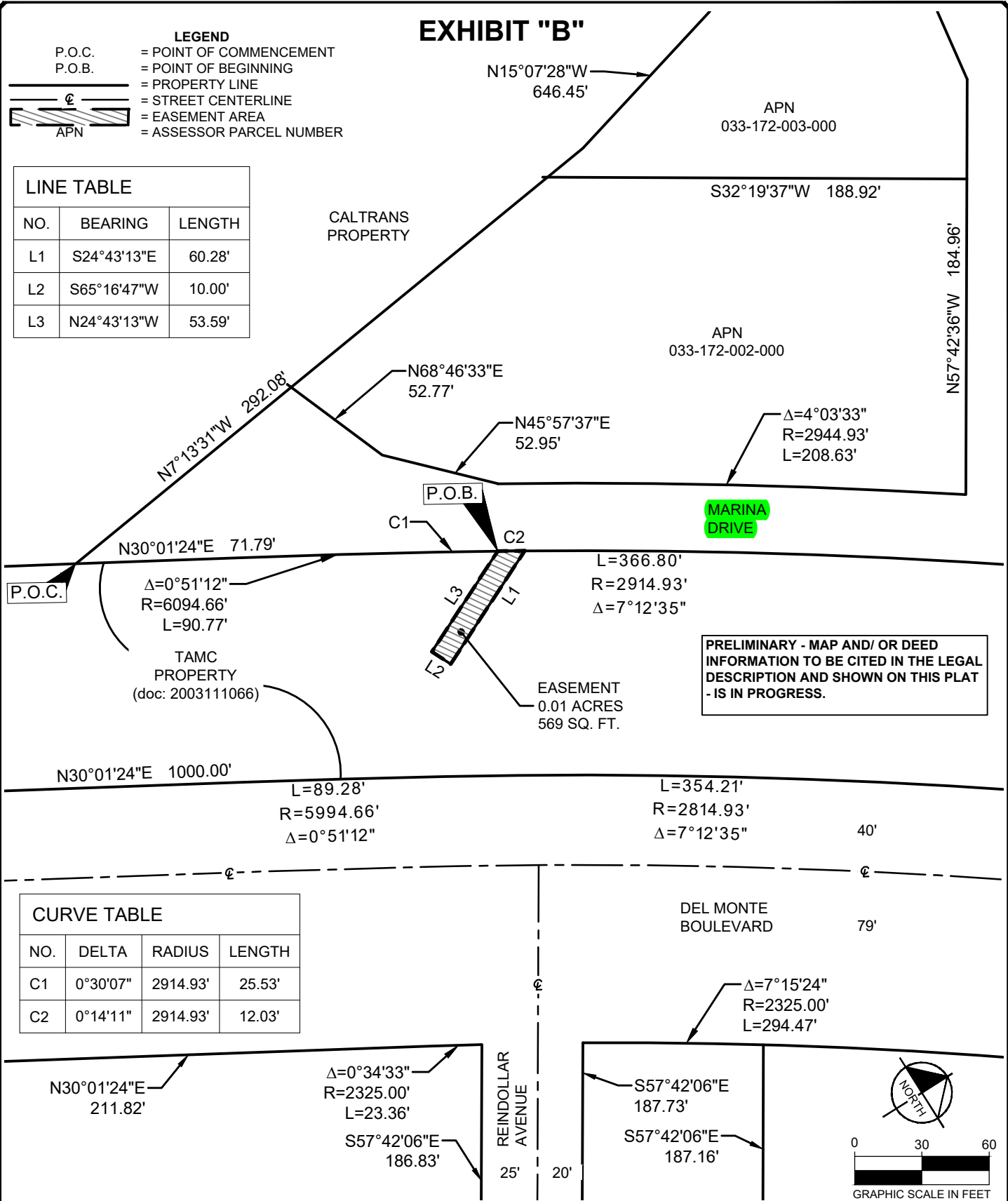
8/1/2024  
Dated

**END OF DESCRIPTION**

# EXHIBIT "B"

- LEGEND**
- P.O.C. = POINT OF COMMENCEMENT
  - P.O.B. = POINT OF BEGINNING
  - = PROPERTY LINE
  - ⊕ = STREET CENTERLINE
  - ▨ = EASEMENT AREA
  - APN = ASSESSOR PARCEL NUMBER

LINE TABLE		
NO.	BEARING	LENGTH
L1	S24°43'13"E	60.28'
L2	S65°16'47"W	10.00'
L3	N24°43'13"W	53.59'



PRELIMINARY - MAP AND/ OR DEED INFORMATION TO BE CITED IN THE LEGAL DESCRIPTION AND SHOWN ON THIS PLAT - IS IN PROGRESS.

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	0°30'07"	2914.93'	25.53'
C2	0°14'11"	2914.93'	12.03'

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 PHONE: 925.398.4840  
 WWW.KIMLEY-HORN.COM

**EXHIBIT "B"**

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 CITY OF MARINA,  
 MONTEREY COUNTY, CALIFORNIA

DATE	7/2024
DRAWN BY	WKL
CHECKED BY	---
SCALE:	1" = 60'
SHEET NUMBER	1 OF 1

**EXHIBIT A  
LEGAL DESCRIPTION  
PG&E Easement**

All that certain real property located in the City of Sand City, County of Monterey, State of California, being a portion of that parcel of landed described in the Quitclaim deed from Union Pacific Railroad, a Delaware corporation, to Transportation Agency for Monterey County, a public agency, filed for record on September 29, 2003, under document number 2003111066, Official Records of said County and being more particularly described as follows:

**COMMENCING** at southeastern corner of said Transportation Agency for Monterey County Parcel; thence along said eastern line of said Transportation Agency for Monterey County Parcel the following two (2) courses: (1) along a non-tangent curve to the right which bears North 85°47'54" East to the radius point, having a radius of 1,859.80 feet, a length of 29.21 feet through a central angle of 0°54'00", and (2) along a tangent curve to the right, having radius 1,382.38 feet, a length of 54.95 feet through a central angle of 2°16'38" to the true **Point of Beginning**; thence across said Transportation Agency for Monterey County Parcel the following seven (7) courses:

- (1) North 58°29'40" West 45.14 feet;
- (2) Along a non-tangent curve to the right, which bears North 89°20'01" East to the radius point, having a radius of 1,420.38 feet, a length of 265.91 feet through a central angle of 10°43'35";
- (3) Along a tangent curve to the right having a radius of 701.30 feet, a length of 5.38 feet through a central angle of 0°26'23";
- (4) South 79°30'01" East 15.00 feet;
- (5) Along a non-tangent curve to the left, which bears South 79°30'01" East to the radius point, having a radius of 686.30 feet, a length of 5.27 feet through a central angle of 0°26'23";
- (6) Along tangent curve to the left having a radius of 1,405.38 feet, a length of 254.83 feet through a central angle of 10°23'21"; and
- (7) South 58°29'40" East 27.16 feet to a point on said eastern line of Transportation Agency for Monterey County Parcel;

Thence along last said eastern line along a non-tangent curve to the left, which bears South 88°20'14" East to the radius point, having a radius of 1,382.38 feet, a length of 17.84 feet through a central angle of 0°44'23" to the **Point of Beginning**

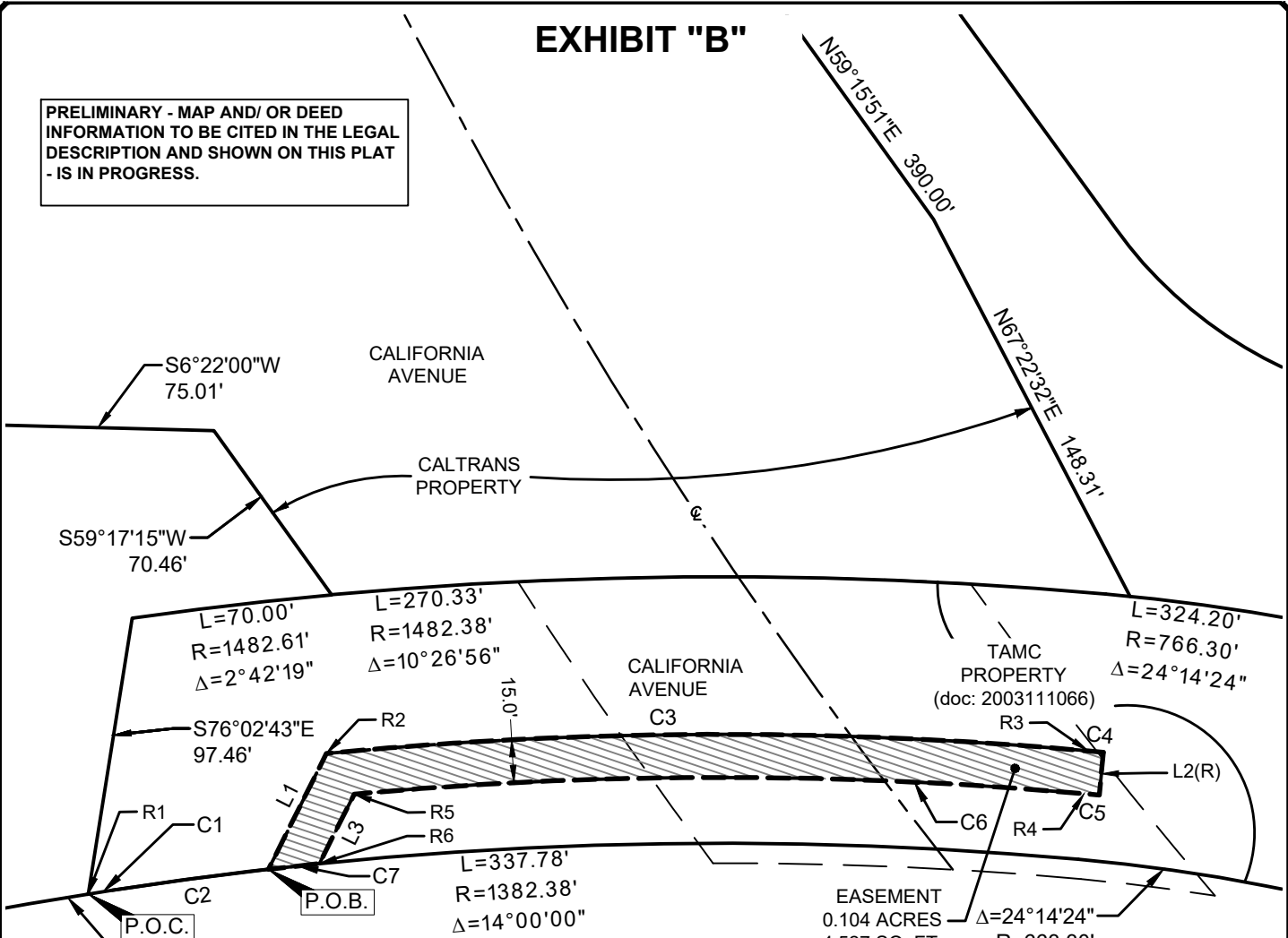
Containing an area of 4,527 square feet, more or less.

A plat showing the above-described parcel is attached hereto and made a part hereof as "Exhibit B".

This legal description and associated plat was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act.

# EXHIBIT "B"

PRELIMINARY - MAP AND/ OR DEED INFORMATION TO BE CITED IN THE LEGAL DESCRIPTION AND SHOWN ON THIS PLAT - IS IN PROGRESS.



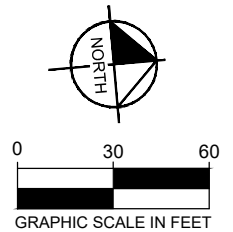
CITY OF SEASIDE  
APN  
031-051-021-000

- LEGEND**
- P.O.C. = POINT OF COMMENCEMENT
  - P.O.B. = POINT OF BEGINNING
  - = PROPERTY LINE
  - = STREET CENTERLINE
  - ▨ = EASEMENT AREA
  - APN = ASSESSOR PARCEL NUMBER
  - (R) = RADIAL

LINE TABLE		
NO.	BEARING	LENGTH
L1	N58°29'40"W	45.14'
L2	S79°30'01"E	15.00'
L3	S58°29'40"E	27.16'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	0°54'00"	1859.80'	29.21'
C2	2°16'38"	1382.38'	54.95'
C3	10°43'35"	1420.38'	265.91'
C4	0°26'22"	701.30'	5.38'
C5	0°26'23"	686.30'	5.27'
C6	10°23'21"	1405.38'	254.83'
C7	0°44'17"	1382.38'	17.81'

RADIAL BEARING TABLE	
NO.	BEARING
R1	N85°47'54"E
R2	N89°20'01"E
R3	S79°56'24"E
R4	S79°56'24"E
R5	N89°40'15"E
R6	N89°04'37"E



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PHONE: 925.398.4840  
WWW.KIMLEY-HORN.COM

**EXHIBIT "B"**  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
CITY OF SAND CITY,  
MONTEREY COUNTY, CALIFORNIA

DATE	7/2024
DRAWN BY	WKL
CHECKED BY	---
SCALE:	1" = 60'
SHEET NUMBER	1 OF 1

**EXHIBIT A  
LEGAL DESCRIPTION  
PG&E Easement**

All that certain real property located in the City of Sand City, County of Monterey, State of California, being a portion of that parcel of landed described in the Quitclaim deed from Union Pacific Railroad, a Delaware corporation, to Transportation Agency for Monterey County, a public agency, filed for record on September 29, 2003, under document number 2003111066, Official Records of said County and being more particularly described as follows:

**COMMENCING** at a point on the eastern line of said Transportation Agency for Monterey County Parcel, said point being at the western terminus of the southern line of Lot Y as shown on that certain X Map filed for record on XX XX, XXXX, in Book X of X Maps at Page X, Official Records of Monterey County, thence along said eastern line South 26°11'00" West 88.42 feet to the true **Point of Beginning**; thence continuing along last said eastern line South 26°11'00" West 10.00 feet; thence across said Parcel X the following seven (7) courses:

- (1) North 63°49'00" West 13.89 feet;
- (2) North 18°49'00" West 18.28 feet;
- (3) North 26°11'00" East 127.70 feet;
- (4) South 63°49'00" East 10.00 feet;
- (5) South 26°11'00" West 123.55 feet;
- (6) South 18°49'00" East 10.00 feet, and
- (7) South 63°49'00" East 9.75 feet to the **Point of Beginning**

Containing an area of 1,516 square feet, more or less.

A plat showing the above-described parcel is attached hereto and made a part hereof as "Exhibit B".

This legal description and associated plat was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act.

**PRELIMINARY (for review only)**

Kirkpatrick P Myers, LS 9009  
Kirk.myers@kimley-horn.com

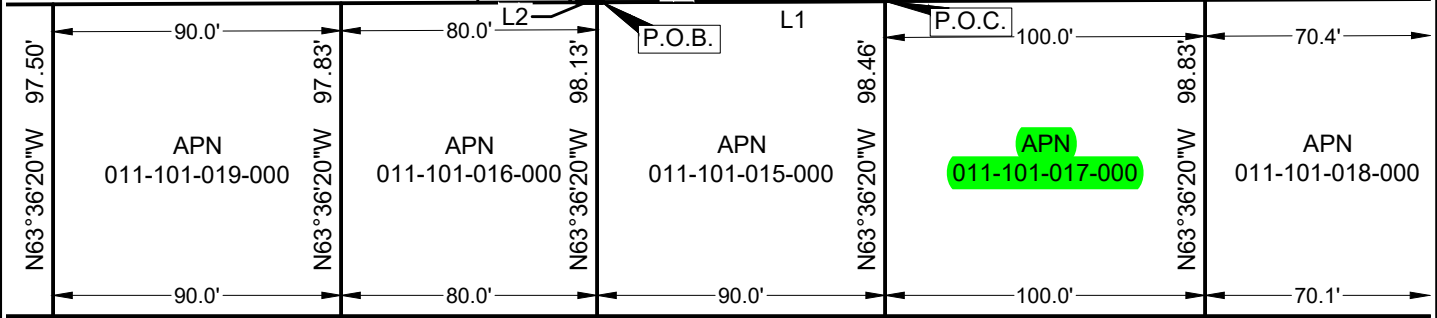
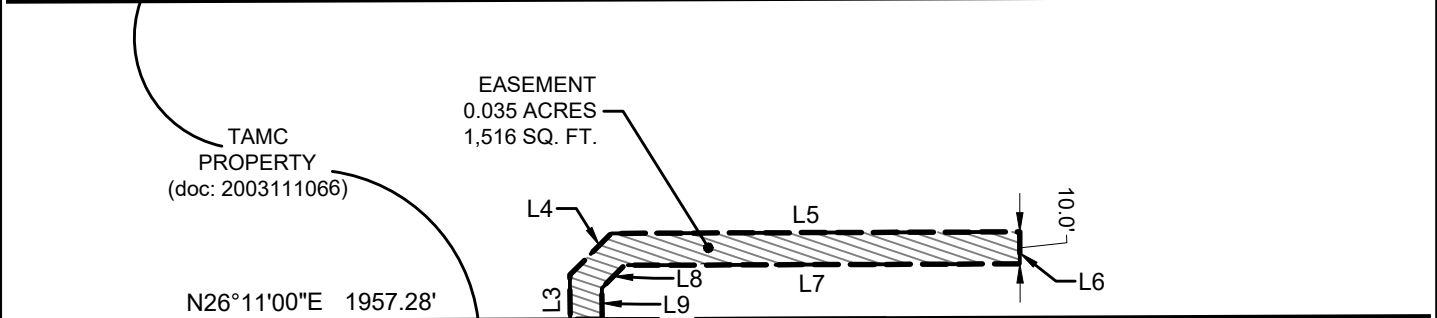
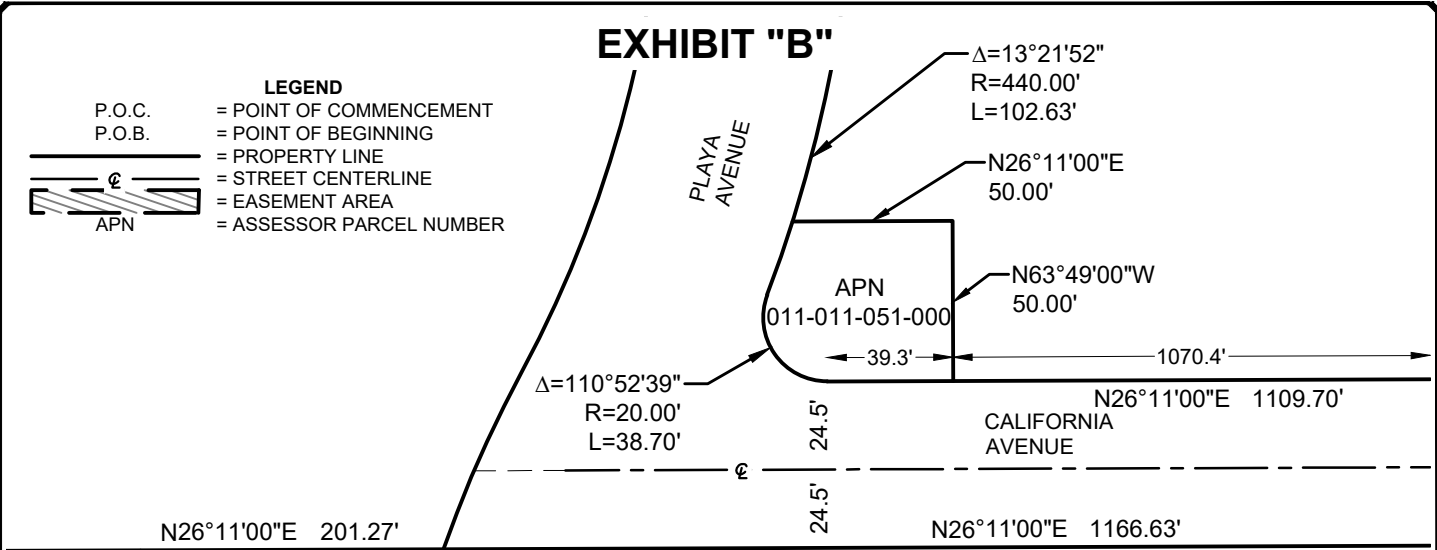
8/01/2024  
Dated

**END OF DESCRIPTION**

# EXHIBIT "B"

**LEGEND**

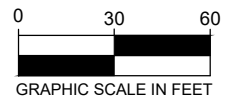
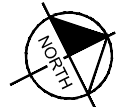
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- = PROPERTY LINE
- = STREET CENTERLINE
- ▨ = EASEMENT AREA
- APN = ASSESSOR PARCEL NUMBER



LINE TABLE		
NO.	BEARING	LENGTH
L1	S26°11'00"W	88.42'
L2	S26°11'00"W	10.00'
L3	N63°49'00"W	13.89'
L4	N18°49'00"W	18.28'
L5	N26°11'00"E	127.70'
L6	S63°49'00"E	10.00'
L7	S26°11'00"W	123.55'
L8	S18°49'00"E	10.00'
L9	S63°49'00"E	9.75'



PRELIMINARY - MAP AND/ OR DEED INFORMATION TO BE CITED IN THE LEGAL DESCRIPTION AND SHOWN ON THIS PLAT - IS IN PROGRESS.



**Kimley»Horn**

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 PHONE: 925.398.4840  
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**EXHIBIT "B"**

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 CITY OF SAND CITY,  
 MONTEREY COUNTY, CALIFORNIA

DATE	7/2024
DRAWN BY	WKL
CHECKED BY	---
SCALE:	1" = 60'
SHEET NUMBER	1 OF 1

**Memorandum**

**To:** Board of Directors  
**From:** Elouise Rodriguez, Senior Administrative Assistant & Clerk of the Board  
**Meeting Date:** August 28, 2024  
**Subject:** **MINUTES**

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**RECOMMENDED ACTION:**

**ACCEPT** draft minutes of the Transportation Agency Committees:

- Rail Policy Committee - draft minutes of August 5, 2024
- Executive Committee - draft minutes of August 7, 2024
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - No meeting
- [Technical Advisory Committee](#) - draft minutes of August 1, 2024
- [Measure X Citizens Oversight Committee](#) - No meeting

**SUMMARY:****FINANCIAL IMPACT:****DISCUSSION:****ATTACHMENTS:**

1. Exec draft minutes August 7\_2024
2. Draft\_RPC\_Minutes\_August\_5\_2024\_Meeting

**WEB ATTACHMENTS:**



**DRAFT MINUTES**

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
SERVICE AUTHORITY FOR FREEWAYS EMERGENCIES AND MONTEREY COUNTY  
REGIONAL DEVELOPMENT IMPACT FEE JOINT POWERS AGENCY**

**EXECUTIVE COMMITTEE MEETING**

*Members: Chris Lopez (Chair), Dave Potter (1<sup>st</sup> Vice Chair),  
Wendy Root Askew (2<sup>nd</sup> Vice Chair), Michael LeBarre (Past Chair),  
Luis Alejo (County representative), Chaps Poduri (City representative)*

**Wednesday, August 7, 2024**

\*\*\* 9:00 a.m. \*\*\*

Transportation Agency Conference Room, 55-B Plaza Circle, Salinas CA

Alternate locations:

*2616 1st Avenue, Marina, CA 93933, Supervisor Askew's Office*

*168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901, Supervisor Alejo's Office*

*599 El Camino Real, Greenfield, CA 93927, Supervisor Lopez's Office*

<b>EXECUTIVE COMMITTEE</b>	<b>SEP 23</b>	<b>OCT 23</b>	<b>NOV 23</b>	<b>JAN 24</b>	<b>FEB 24</b>	<b>MAR 24</b>	<b>APR 24</b>	<b>MAY 24</b>	<b>JUN 24</b>	<b>AUG 24</b>
Chris Lopez, <b>Chair</b> Supr. Dist. 3 (P. Barba)	P (VC)	P(A) (VC)	P (VC)	P (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P(A) (VC)
Dave Potter, <b>1<sup>st</sup> Vice Chair</b> Carmel-By-The-Sea (J. Baron)	P	P	P	P	P	A	P	A	P	P
Wendy Root Askew, <b>2<sup>nd</sup> Vice Chair</b> Supr. Dist. 4 (Y. Anderson)	P (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P(A) (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)
Michael LeBarre, <b>Past Chair</b> King City (C. DeLeon)	P (VC)	P (VC)	P (VC)	P (VC)	P	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)
Luis Alejo, <b>County Representative</b> Supr. Dist. 5 (L. Gonzales; J. Gomez)	P (VC)	P	P(A) (VC)	P	P*	P(A) (VC)	P	P	P(A) (VC)	P
Chaps Poduri, <b>City Representative</b> (Joe Amelio)	P	P	P	P	P	P	P	P	P	P

*TC: via teleconference; VC: via video conference*

P = Present

A = Absent

P(A) = alternate present

E = Excused

P(VC) Video Conference

P\*= New Representative

## **1. CALL TO ORDER**

Vice Chair Potter called the meeting to order at 9:00 a.m. Roll call was taken, and a quorum was confirmed.

Staff present: Guther, Kise, Park, Rodriguez, Sambrano, Strause, Watson, Zeller.

Others present: Shane Strong, TAMC Counsel; Paul Schlesinger, Thorn Run Partners; Gus Khouri, Khouri Consulting; Yuri Anderson, Supervisor 4 District office; Javier Gomez, Supervisor District 1 office; Bryan Rosen; Lorna Moffet

## **2. PUBLIC COMMENTS**

Lauren Moffet, resident, commented on the proposed SURF! Project.

Bryan Rosen, resident, commented on the proposed SURF! Project.

## **3. CONSENT AGENDA**

On a motion by Committee Member LeBarre, seconded by Committee Member Poduri, the Committee voted 6-0 to approve the minutes from the Executive Committee meeting of June 5, 2024.

## **4. LEGISLATIVE UPDATE**

The Committee received an update on state and federal legislative issues.

Gus Khouri, Agency State Legislative Consultant, presented a state legislative update. He noted that the legislators reconvened on August 5, 2024. He noted that this legislative session has been very active and several bills that TAMC opposed were defeated.

Paul Schlesinger, Agency Federal Legislative Consultant, reported that neither of the two projects TAMC submitted for federal funding were included in the Senate transportation appropriations bill. He noted that California only got four transportation projects in the bill, totaling \$6.4 million. He noted that it is likely there will be a continuing resolution through the end of the calendar year. Christina Watson, Director of Planning, noted that one of the four California projects was \$1 million for the MST Salinas Valley hydrogen project.

## **5. EMPLOYMENT AGREEMENT WITH TODD MUCK**

On a motion by Committee Member Poduri, seconded by Committee Member Alejo, the Committee voted 6-0 to recommend the Board approve the agreement with Todd Muck to continue to perform services as Executive Director of the Transportation Agency for Monterey County, and recommend the Agency Chair sign the agreement.

Jeff Kise, Director of Finance & Administration, reported that Todd Muck became Executive Director of the Transportation Agency for Monterey County on September 25, 2021, under a three-year contract which expires on September 24, 2024. The proposed three-year contract extension will run through September 24, 2027, under nearly identical terms as the expiring contract.

The one proposed change is the removal of a requirement that the Executive Director notify the Board Chair or the Executive Committee of any multi-day out-of-town business travel. Given the advancement and broader utilization of video conferencing, such travel no longer renders the Executive Director unreachable or unable to attend meetings when out of town.

Public comment:

Lauren Moffet, resident, commented in opposition to the contract extension.

Bryan Rosen, resident, commented in opposition to the contract extension.

## **6. TAMC BOARD DRAFT AGENDA**

Christina Watson, Director of Planning, reviewed the draft regular and consent agenda for the TAMC Board meeting of August 28, 2024. After Executive Committee discussion, directions were provided to staff to place the following items for consideration on the regular agenda:

- Employee of the Quarter
- US 101 South of Salinas Project Update
- Salinas Valley Safe Routes to School Plan and Participatory Budget Update

Public comment:

Bryan Rosen, resident, commented in support of the hand car business.

Lauren Moffet, resident, commented on the proposed SURF! Project.

## **7. ADJOURNMENT**

Vice Chair Potter adjourned the meeting at 9:49 a.m.

TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)

**RAIL POLICY COMMITTEE MEETING**

*Draft Minutes of August 5, 2024*

55-B Plaza Circle, Salinas, California 93901 - Transportation Agency Conference Room

Alternate locations: 2616 1st Avenue, Marina, California 93933 - Supervisor Askew's Office

11140 Speegle Street, Castroville CA, 95012 Supervisor Church's Office

168 West Alisal Street, 2nd Floor, Salinas, CA 93901, Supervisor Alejo's Office

	AUG 23	SEP 23	OCT 23	NOV 23	JAN 24	FEB 24	MAR 24	APR 24	MAY 24	JUN 24	JUL 24	AUG 24
L. Alejo, Dist. 1 (L. Gonzalez, <del>J. Gomez</del> )	P	P	P(A) (VC)	P	P	<b>C</b>	P(A) (VC)	P(A) (VC)	<b>C</b>	P(A) (VC)	<b>N</b>	P
G. Church, Dist. 2 ( <del>M. Vierra</del> , L. Gray)	P(A)	P(A) (VC)	P(A) (VC)	P(A) (VC)	P(A) (VC)	<b>A</b>	P(A) (VC)	P(A) (VC)	<b>A</b>	P (VC)	<b>O</b>	P(A) (VC)
W. Askew, Dist. 4 (Y. Anderson, <del>E. Mora</del> )	P(A)	P(A) (VC)	P(A) (VC)	P(A) (VC)	P (VC)	<b>N</b>	P(A) (VC)	P(A) (VC)	<b>N</b>	P(A) (VC)	<b>M</b>	P(A) (VC)
M. Adams, Dist. 5, (C. Courtney)	E	A	P(A) (VC)	P(A) (VC)	P(A) (VC)	<b>C</b>	P(A) (VC)	E	<b>C</b>	A	<b>E</b>	A
M. LeBarre, King City, Chair (C. DeLeon)	P	P	P	P	P	<b>E</b>	P	P	<b>E</b>	P	<b>E</b>	P
B. Delgado, Marina (J. McAdams)	A	A	A	P (VC)	A	<b>L</b>	P (VC)	A	<b>L</b>	P (VC)	<b>T</b>	A
E. Smith, Monterey (K. Barber, M. Garcia, A. Renny)	P	A	P	P	E	<b>L</b>	P	P	<b>L</b>	P	<b>I</b>	P
A. Sandoval, Salinas, (A. Rocha)	A	P	P	P	P(A)	<b>E</b>	P	A	<b>E</b>	A	<b>N</b>	A
M. Carbone, Sand City (J. Blackwelder)	A	A	A	P	A	<b>D</b>	P	P	<b>D</b>	P	<b>G</b>	P
I. Oglesby, Seaside (D. Pacheco)	P	P	P	A	P		A	A		E		A
F. Cabrera, Soledad (A. Velazquez)	P	P	A	A	P		P	E		E		P
D. Potter, At Large Member, Vice Chair (J. Barron)	E	A	E	P	P		P	P		P		P
M. Twomey, AMBAG ( <del>H. Adamson</del> , P. Hierling)	P(A) (VC)	P(A) (VC)	E	P (VC)	P(A) (VC)		P(A) (VC)	P(A) (VC)		P(A) (VC)		P(A) (VC)
A. Lopez, Caltrans District 5	A	A	P(A) (VC)	P (VC)	P (VC)		P (VC)	A		A		P (VC)
C. Sedoryk, MST (L. Rheinheimer/ <del>M. Overmeyer</del> )	P(A) (VC)	P(A) (VC)	P(A) (VC)	P (VC)	P(A)		P(A) (VC)	P(A) (VC)		P(A)		P(A) (VC)

STAFF	AUG	SEP	OCT	NOV	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
T. Muck, Executive Director	E	P	P	P	P	C	P	P	C	P	N	E
C. Watson, Director of Planning	P	P	P	P	P	A	P	P	A	P	O	P
M. Zeller, Director of Programming & Project Delivery	P (VC)	E	E	P (VC)	E	N	P (VC)	E	N	E	M	P (VC)
M. Montiel Admin Assistant	P	P	P	P	P	C	P	E	C	E	E	P
L. Williamson, Senior Engineer	P (VC)	P (VC)	A	P	P	E	E	E	E	P	E	P (VC)
D. Bilse, Principal Engineer	P (VC)	A	P (VC)	P (VC)	A	L	P (VC)	A	L	P	T	A
A. Guther, Transp. Planner	P	P	P	P	P	L	P	P	L	P	I	P
A. Sambrano Transp. Planner		P (VC)	P (VC)	P (VC)	P	E	P (VC)	P (VC)	E	P	N	P (VC)
						D			D		G	

P = Present      A = Absent      P(A) = Alternate Present      E = Excused      (VC) = Video Conference

**1. QUORUM CHECK AND CALL TO ORDER**

Chair LeBarre called the meeting to order at 3:04 p.m. A quorum was established.

**OTHERS PRESENT**

Roland LeBrun	Public	Mi Ra Park	TAMC Staff
Tarah Gatten	Caltrans	Madison Springfield	TAMC Staff
Brianna Goodman	SCCRTC	Janneke Strause	TAMC Staff

**2. PUBLIC COMMENTS**

None

**3. CONSENT AGENDA**

**M/S/C** Potter/Carbone/unanimous

**3.1** Approved minutes of the June 3, 2024, Rail Policy Committee meeting.

**3.2** Received media clippings attached online.

**END OF CONSENT AGENDA**

**4. SALINAS RAIL KICK START PROJECT UPDATE**

The Committee received an update on the Salinas Rail Kick Start Project.

Christina Watson, Director of Planning, reported that the Monterey County Rail Extension Project will extend passenger rail service from Santa Clara County south to Salinas.

Ms. Watson reported that on July 17, 2024, staff met with Union Pacific and Caltrans to discuss the next steps in designing the project's intermediate improvements between Gilroy and Salinas.

Ms. Watson noted that the City of Salinas has allowed the Building Permit to expire, despite TAMC's project schedule showing that the project is months away from construction; staff is working with City staff to reopen the permit.

Committee Member Carbone noted that she and Committee Member Smith attended an American Public Transportation Association (APTA) conference in San Jose and heard about a grant funding opportunity for security and safety around transportation facilities.

**5. PAJARO MULTIMODAL STATION PROJECT UPDATE**

The Committee received an update on the Pajaro Multimodal Station Project.

Alissa Guther, Transportation Planner, reported that the Board approved a contract between HDR Inc. and the Transportation Agency. A kickoff meeting and site visit is scheduled for August 14, 2024. Ms. Guther noted that she attended Pajaro community meetings to discuss the project as well as meetings hosted by the Santa Cruz Regional Transportation Commission related to their Zero Emission Passenger Rail project. Ms. Guther also noted that the project received funding from the Senate Bill 125 funding source.

**6. COAST CORRIDOR RAIL PROJECT UPDATE**

The Committee received an update on the planned increase in passenger rail service along the coast corridor between San Francisco and Los Angeles.

Christina Watson, Director of Planning, reported the Coast Rail Coordinating Council (CRCC) working group met on June 21 and July 19 discussed the following:

- Transit and Intercity Rail Capital Program grant application for projects that support increased passenger rail service on the coast corridor (submitted July 23, 2024);
- California Intercity Passenger Rail Summit (October 10-11 in San Diego);
- Senate Bill 125 fund allocations approved after state budget adopted; and
- State budget included increased funds to support intercity rail operations.

Ms. Watson noted that the next Policy Committee meeting is planned for August 23 in San Luis Obispo, preceded by a Central Coast Layover Facility site tour/reception on August 22.

**7. ANNOUNCEMENTS AND/OR COMMENTS FROM COMMITTEE MEMBERS**

Christina Watson, Director of Planning, announced that the next Rail Policy meeting is scheduled on the second week of September due to the Labor Day Holiday, the next meeting is September 9, 2024.

**8. ADJOURN**

Chair LeBarre adjourned the meeting at 3:42 p.m.

**Memorandum**

**To:** Board of Directors  
**From:** Elouise Rodriguez, Senior Administrative Assistant & Clerk of the Board  
**Meeting Date:** August 28, 2024  
**Subject:** **CORRESPONDENCE**

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**RECOMMENDED ACTION:**

RECEIVE TAMC Correspondence for August 2024.

**SUMMARY:****FINANCIAL IMPACT:****DISCUSSION:****ATTACHMENTS:**

None

**WEB ATTACHMENTS:**

Letters supporting the CRCC TIRCP Cycle 7 Grant Application:

- [July 23, 2024, letter to Chad Edison, Chief Deputy Secretary for Rail and Transit, California State Transportation Agency from Jason Jewell Managing Director, LOSSAN Rail Corridor Agency.](#)
- [July 23, 2024, letter to the Honorable Toks Omishakin, Secretary of California State Transportation Agency from John Hamon, Mayor City of Paso Robles.](#)
- [July 22, 2024, letter to the Honorable Toks Omishakin, Secretary of California State Transportation Agency from Randy Rowse, Mayor of Santa Barbara.](#)
- [July 19, 2024, letter to the Honorable Toks Omishakin, Secretary of California State Transportation Agency from Marjie Kirn, Executive Director of SBCAG.](#)
- [July 19, 2024, letter to the Honorable Toks Omishakin, Secretary of California State Transportation Agency from Luke Schwartz, Transportation Manager, City of San Luis Obispo.](#)
- [July 19, 2024, letter to the Honorable Toks Omishakin, Secretary of California State Transportation Agency from Dawn Addis, District 30 Assembly Member.](#)
- [July 19, 2024, letter to the Honorable Toks Omishakin, Secretary of California State Transportation Agency from Anna M. Caballero, Senator 14th State District.](#)
- [July 19, 2024, letter to the Honorable Toks Omishakin, Secretary of California State](#)



- [Transportation Agency from Salud Carbajal, Member of Congress.](#)
- [July 19, 2024, letter to the Honorable Toks Omishakin, Secretary of California State Transportation Agency from Pete Rodgers Executive Director, San Luis Obispo Council of Governments.](#)
  - [July 18, 2024, letter to the Honorable Toks Omishakin, Secretary of California State Transportation Agency from Mike LeBarre, Mayor of King City.](#)
  - [July 12, 2024, letter to the Honorable Toks Omishakin, Secretary of California State Transportation Agency from Maura F. Twomey, Executive Director of AMBAG.](#)
  - [July 12, 2024, letter to The Honorable Toks Omishakin Secretary California State Transportation Agency re: Coast Rail Coordinating Council TIRCP Cycle 7 Grant Application – SUPPORT from TAMC Executive Director Todd Muck.](#)
  - [July 10, 2024, letter to Toks Omishakin, Secretary California State Transportation Agency re: Support for Monterey Salinas Transit grant application for Travel Information and Promotion System from TAMC Executive Director Todd Muck.](#)
  - [June 24, 2024, letter to Chad Edison, Chief Deputy Secretary for Rail and Transit California State Transportation Agency re: Coast Rail Coordinating Council TIRCP Cycle 7 Grant Application – SUPPORT from TAMC Executive Director Todd Muck.](#)
  - [July 12, 2024, letter to Mr. Mark Tollefson, Undersecretary California State Transportation Agency re: CalSTA's 2024 Transit and Intercity Rail Capital Program \(CA\) from Dennis J. Newman, AMTRAK.](#)
  - [July 17, 2024, letter to Chad Edison, Chief Deputy Secretary for Rail and Transit California State Transportation Agency from Stephen S. Trotter Colonel, U.S. Army, Commanding.](#)
  - [July 10, 2024, letter to The Honorable Buffy Wicks Chair, Assembly Appropriations Committee re: Senate Bill \(SB\) 960 \(Wiener\): Transportation: planning: complete streets facilities: transit priority projects – SUPPORT from TAMC Executive Director Todd Muck.](#)
  - [July 2, 2024, letter to TAMC Executive Director Todd Muck re: Scenic State Route \(SR68\) Corridor Improvement Project at the Transportation Agency Board of Directors meeting on April 24, 2024, from Caltrans District 5 Director Scott Eades.](#)
  - [July 2, 2024, letter to Christina Watson, Director of Planning, Transportation Agency for Monterey County \(TAMC\) re: Amtrak ADA Stations Program \(“ADASP”\) Salinas, CA Rail Station \(“Station”\) from Michael Phillips, Director Portfolio Management, Amtrak ADA Stations Program.](#)
  - [June 28, 2024, letter to Secretary Buttigieg, re: I am writing on behalf of the Transportation Agency for Monterey County \(TAMC\), which serves as Monterey County’s regional transportation planning agency, and is a state designated agency responsible for planning and financial programming of transportation projects. We commit to working as the lead agency with supporting consortium partners per the following Letters of Commitment from each organization on the California Coastal Transportation Aerial Support for Community Resiliency project from TAMC Executive Director Todd Muck.](#)
  - [June 28, 2024, letter to U.S. Department of Transportation Federal Transit Administration re: Gilroy Transit Center Transit-Oriented Development Planning Grant – SUPPORT from TAMC Executive Director Todd Muck.](#)
  - [June 4, 2024, letter to The Honorable Lori Wilson, Chair, Assembly Transportation Committee re: SB 960 \(Wiener\) Transit Priority Projects and Complete Streets. – SUPPORT from California Transit Association, Alchemy Graham, Legislative and Regulatory Advocate.](#)

**Memorandum**

**To:** Board of Directors  
**From:** Todd Muck, Executive Director  
**Meeting Date:** August 28, 2024  
**Subject:** **EOQ Certificate**

---

**RECOMMENDED ACTION:**

**PRESENT** the Transportation Agency Employee of the Quarter to Doug Bilse.

**SUMMARY:**

It is hereby certified that Doug Bilse has been selected by his colleagues at the Transportation Agency for Monterey County as the Employee of the Quarter for April 1, 2024 – June 30, 2024.

**FINANCIAL IMPACT:**

None.

**DISCUSSION:**

The Agency employees recognize Doug for his great attitude, his professionalism, and his willingness to help his colleagues. Most notably, they appreciate him for his engineering expertise on the Toro Park project and for his outreach on the U.S. 101 and State Route 68 projects.

On behalf of the Board of Directors and staff of the Transportation Agency for Monterey County, it is our great pleasure to recognize Doug Bilse for his exemplary service.

**ATTACHMENTS:**

1. Employee of the Qtr Apr -Jun - Doug Bilse

**WEB ATTACHMENTS:**



# EMPLOYEE OF THE QUARTER

*Doug Bilse*

*It is hereby certified that Doug Bilse has been selected by his colleagues at the Transportation Agency for Monterey County as the Employee of the Quarter for April 1, 2024 – June 30, 2024.*

*The Agency employees recognize Doug for his great attitude, his professionalism, and his willingness to help his colleagues. Most notably, they appreciate him for his engineering expertise on the Toro Park project and for his outreach on the U.S. 101 and State Route 68 projects.*

*On behalf of the Board of Directors and staff of the Transportation Agency for Monterey County, it is our great pleasure to recognize Doug Bilse for his exemplary service.*

*Recognized By*

*Acknowledged By*

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*TAMC Chair  
Chris Lopez*

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*Executive Director  
Todd Muck*

*Date: August 28, 2024*

## Memorandum

**To:** Board of Directors  
**From:** Doug Bilse, Principal Engineer  
**Meeting Date:** August 28, 2024  
**Subject:** **US 101 South of Salinas Project Update**

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### **RECOMMENDED ACTION:**

**RECEIVE** report and **PROVIDE INPUT** on the US 101 South of Salinas project.

### **SUMMARY:**

The US 101 South of Salinas project is in the planning stage that includes extensive community engagement. Staff will provide a project update that includes feedback received from public outreach efforts.

### **FINANCIAL IMPACT:**

The regional component of Measure X provides \$30 million to the US 101 South of Salinas project. The environmental phase is funded with \$9.989 million of State Transportation Improvement Program funds.

### **DISCUSSION:**

The US 101 South of Salinas project intends to address safety issues along the corridor between the southern Salinas city limits and Chualar. This corridor experiences collision rates above the state average with concentrations at uncontrolled intersections. Another safety concern is the number of uncontrolled railroad crossings along the corridor. The uncontrolled intersections are often the only access to adjacent properties that include some of the world's premier agricultural land.

There are two existing US 101 interchanges in the project study area: Abbot Street located south of Salinas and Main Street located in Chualar. Both interchanges are in need of significant upgrades to address antiquated features. The project's environmental process is expected to include alternatives to reconstruct both interchanges along with some combination of frontage roads that may maintain access from US 101 to existing properties.

The project team includes staff members from TAMC and Caltrans who are currently working together to identify project alternatives. The focus has been on public outreach with the objective of identifying viable alternative sites for the interchanges and associated alignments of the frontage roads. The community engagement has been organized to provide separate channels of communication for the following stakeholders:

- Traffic Safety Alliance
- The Monterey County Farm Bureau
- Chualar community
- East Salinas community

- Property owners
- Business owners
- City of Salinas
- County of Monterey
- Various stakeholders, including the Ag Land Trust

Information collected from these meetings has guided the project team's approach to developing preliminary alternatives for the environmental process. The following points generalize comments provided by stakeholders:

- Proactively preparing a long-term plan avoids being forced to react to a major incident in the future.
- Minimize the takings of prime agricultural land.
- Adequate access to individual property owners can be obtained through public roads and/or agreements with property owners.
- Current interchanges cannot be closed for extended timelines during construction without alternative access to US 101 being provided.
- The truck traffic in Chualar negatively impacts the community's quality of life and needs to be reduced.
- Traffic congestion at the Airport Blvd interchange is a problem that needs to be addressed. Stakeholder are interested in how this project could improve conditions at the Airport Blvd interchange.

The project team is scheduled to conduct the next series of community engagement activities this fall to exchange information received from previous public outreach events while working towards identifying the project alternatives. Identifying feasible alternatives that meet the project purpose and need are an important part of the environmental evaluation that is scheduled to start early next year.

**ATTACHMENTS:**

None

**WEB ATTACHMENTS:**

**Memorandum**

**To:** Board of Directors  
**From:** Todd Muck, Executive Director  
**Meeting Date:** August 28, 2024  
**Subject:** **SURF! Busway Project Alignment and Coastal Development Permit Requirements**

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**RECOMMENDED ACTION:**

**PROVIDE** direction and feedback on the alignment of the SURF! Busway and Bus Rapid Transit (BRT) Project within the Monterey Branch Line corridor.

**SUMMARY:**

California Coastal Commission staff is requiring that the SURF! busway project be realigned onto the existing Monterey Branch Line rail tracks to minimize impacts on Environmentally Sensitive Habitat Areas (ESHA). If this requirement is not met, the Coastal Commission staff will recommend denying the Coastal Development Permit, which could effectively halt the project.

**FINANCIAL IMPACT:**

MST and TAMC were successful in leveraging \$15 million of Measure X funds to secure a \$25 million grant through the Transit and Intercity Rail Capital Program (TIRCP). State Senator John Laird secured an additional \$2.5 million in the state budget. MST also secured \$22.1 million in Federal Transit Administration Capital Investment Grant funds. Currently, the project is fully-funded with a total estimated cost of \$78 million for all phases of work.

**DISCUSSION:**

The Monterey Branch Line corridor, acquired by TAMC in 2003 with Proposition 116 funds, has been envisioned as a key transportation asset that can support both near-term bus rapid transit and long-term rail service. The corridor has been integral to several planning documents, including the Monterey Peninsula Fixed Guideway Corridor Study and the California State Rail Plan, both of which propose a phased approach starting with bus service and transitioning to rail.

The SURF! Busway and BRT Project, designed to address immediate regional transportation needs, involves constructing a five-mile busway from Marina through Sand City and Seaside that parallels Highway 1 within the Monterey Branch Line right-of-way while preserving the corridor for future rail service. This project aligns with the goals of the Climate Action Plan for Transportation Infrastructure (CAPTI) and supports the State's climate action initiatives. The project expands coastal access, serves minority and low-income populations, and connects to existing and planned affordable housing developments. The project has completed final design and is in the final stages of securing permits prior to requesting funding allocations to begin construction. In June 2024, the TAMC Board approved a use agreement with Monterey-Salinas Transit that would allow them to construct and operate the SURF! project in the TAMC-owned right-of-way provided that the project preserves the right-of-way for future rail transit and rail operations, minimizes the removal of existing tracks, and

BRT operations and future rail operations are coordinated to the maximum extent possible.

Despite being late in the process, California Coastal Commission staff have recently stated that the SURF! busway must be realigned and constructed on top of the existing rail tracks within the Monterey Branch Line corridor, as they contend that this alignment would minimize impacts on Environmentally Sensitive Habitat Areas (ESHA). Monterey-Salinas Transit has countered that the project as currently aligned will result in only a marginal reduction in duneland habitat that is a poor candidate for renewal. Nonetheless, the Commission staff has made it clear that if this requirement to realign the project onto the tracks is not met, they will recommend denying the Coastal Development Permit necessary for the project to proceed. If a staff recommendation to deny the permit is upheld by the Commission, this would result in the cessation of the SURF! project, undermining years of planning and the investments made toward improving regional transit.

Constructing the busway over the rail tracks will have significant implications for the corridor's future use for rail service, which remains TAMC's long-term vision. The State Rail Plan and other studies have emphasized the need to preserve the corridor for future rail service, particularly given its potential to connect Monterey with broader regional rail networks. The requirement to build the busway on the rail tracks has the potential to completely restrict the use of the corridor for any future rail project, or would necessitate costly and complex modifications to the corridor if rail service is to be realized in the future.

While aligning the busway over the rail tracks will pose challenges for the corridor's future use for rail service, it is critical to recognize that non-compliance with the Coastal Commission staff's directive will stop the SURF! project entirely. Approval of the Coastal Development Permit will be on the Coastal Commission's agenda for their meeting on September 11-13, which is being held in Monterey. The Board's decision regarding the alignment of the project will play a crucial role in whether the Coastal Commission approves or denies the Coastal Development Permit. Since Coastal Commission's demand is counter to long-standing Board policy on the use of the Monterey Branch Line corridor, staff is seeking Board direction on this issue.

**ATTACHMENTS:**

None

**WEB ATTACHMENTS:**



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE AUGUST 28, 2024, TRANSPORTATION AGENCY FOR MONTEREY COUNTY BOARD MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
1.	<b>SR 1 Big Sur South (1Q760)</b>	In San Luis Obispo and Monterey Counties, Near Big Sur, From Ragged Point to Limekiln Creek Bridge (SLO PM 71.8/ MON 20.9)	Storm Damage Repairs	Winter 2023/ Summer 2024	\$18.35 Million	SHOPP	Victor Devens	S. Chaves Construction, Inc.	Construction in progress.
2.	<b>SR 1 Big Sur Central (1Q770)</b>	In Monterey Counties, Near Big Sur, Limekiln Creek Bridge to 0.9 Mile south of Castro Canyon Bridge (PM 20.9/42.2)	Storm Damage Repairs	Winter 2023/ Fall 2024	\$76.35 Million	SHOPP	Victor Devens	Papich Construction, Inc.	Construction in progress.
3.	<b>SR 1 Big Sur North (1Q800)</b>	In Monterey County, Near Big Sur, From 0.9 Mile south of Castro Canyon Bridge to 0.3 Mile south of Carmel River Bridge (PM 42.2/72.0)	Storm Damage Repairs	Winter 2023/ Summer 2024	\$25.4 million	SHOPP	Victor Devens	Granite rock Construction	Construction in progress.
4.	<b>SR 1 Flooding (1Q960)</b>	In Monterey and Santa Cruz Counties from Approximately 1 mile North and South of the Pajaro River Bridge (PM T100.0/R1.0)	Storm Damage Repairs	Winter 2023/ Summer 2024	\$1.85 million	SHOPP	Victor Devens	Teichert Construction	Construction in progress.
5.	<b>Coastal RSP Repair (1R190)</b>	In Monterey County from 3 miles to 1 mile south of the town of Gorda. MON-1-7.2/9.2	Repair RSP and gabion baskets	Winter 2024/ Winter 2025	\$51 million	SHOPP	Victor Devens	John Madonna Construction	Construction in progress
6.	<b>St. Francis Concrete Revetment (1R210)</b>	On Route 1 in Monterey County 2.2 miles north of the Pfeiffer Canyon Bridge MON-1-47.8	Replace failed concrete revetment	Winter 2024/ Fall 2024	\$7.5 million	SHOPP	Victor Devens	Granite Rock Construction	Construction in progress
7.	<b>Dolan Point Slide (1R630)</b>	In Monterey County 1.7 miles south of the Dolan Creek Bridge. MON-1-29.5	Remove slide material. Restore roadway. Install rockfall netting.	Winter 2024/ Spring 2024	<b>\$3.7 million</b>	SHOPP	Victor Devens	Papich Construction	Construction in progress





# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE AUGUST 28, 2024, TRANSPORTATION AGENCY FOR MONTEREY COUNTY BOARD MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
8.	SR 1 Pfeiffer Canyon Mitigation (1K080)	At Pfeiffer Canyon Bridge (PM 45.4/45.6)	Environmental mitigation (planting, erosion control) for project EA 05-1J130.	April 2023 – May 2026	\$200,000	SHOPP	Aaron Wolfram	CON	Contract Approved on 4/11/2023. 3 Year Plant Establishment.
9.	MON/SBt Storm Damage (1Q810)	In Monterey and San Benito Counties on various routes at various locations	Storm Damage Repairs	Winter 2023 - Summer 2024	\$2.8 million	SHOPP	Victor Devens	Brough Construction	Construction in progress.
10.	SR 68 Toro Park Pump Plant (1R490)	On Route 68 in Monterey County at the Toro Park UC.	Replace storm water pumps	Fall 2023 - Spring 2024	\$225,000	SHOPP Minor	Victor Devens	Monterey Peninsula Engineering	Construction Complete. <b>To be removed on next Project List.</b>
11.	US 101 Spence Rd Acceleration Lane (1M760)	South of Salinas at Spence Rd (PM 81.03)	Extend NB acceleration lane	July 2023 – May 2024	\$1.7 million	MINOR	<b>Meg Henry</b>	Granite Construction Company	<b>This project completed construction and is now in the Closeout process.</b>
12.	US 101 North Soledad OH Deck Replacement (0F970)	North Soledad Bridge (PM 62.2/62.9)	Bridge deck rehabilitation	April 2022 – Nov 2023	\$4.7 million	SHOPP	Aaron Wolfram	Granite Rock Company	Contract Approval achieved on 1/9/24. <b>To be removed on next Project List.</b>
13.	US 101 Market Street Northbound On-ramp Improvements (1H050)	Near Salinas from East Market Street to South of Sherwood Drive (PM 87.4/87.8)	Roadway and Retaining Wall	Sep 2022 – Oct 2024	\$6.0 million	SHOPP	Aaron Wolfram	Granite Construction Company	Construction work completed. Project in plant establishment ending November '24. <b>To be removed on next Project List.</b>
14.	US 101 Prunedale Rehab (1H690)	Near Prunedale North of Boronda Road overcrossing to Monterey/San Benito County Line (PM R91.3/98.8 & 100.3/101.3)	Pavement rehabilitation	Mar 2023- Nov 2024	\$36.2 million	SB 1 SHOPP	Doug Hessing	Desilva Gates Construction	Construction in progress; traffic control is in place; potential delays may occur, as posted on message signs.



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE AUGUST 28, 2024, TRANSPORTATION AGENCY FOR MONTEREY COUNTY BOARD MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
15.	<b>US 101 Salinas Clean CA (1P534)</b>	At US 101 and Market, Alisal, and Sandborn (PM 86.12/87.33)	Beautify three blighted undercrossing structures, and the adjacent infrastructure and roadside landscape.	Feb 2023 – Nov 2024	\$1.8 million	Clean California	Nic Heisdorf	Gordon N. Ball, INC	Construction contract work complete. Project is in Plant Establishment period. <b>To be removed on next Project List.</b>
16.	<b>US 101 King City Clean California Project (1Q100)</b>	On Route 101 in Monterey County at the First St, Canal St, and Broadway St (PM 40.1/41.1)	Install beautification, transportation art, and safety measure enhancement project in Caltrans Right of Way	Feb 2023 – Dec 2024	\$750,000	Clean California	Mike Lew	Wabo Landscape & Construction, Inc.	Project is currently in Plant Establishment period.
17.	<b>SR 156 Castroville Overhead (0A090)</b>	On SR 156 between the SR 183/156 separation and Castroville Boulevard (PM R1.1/R2.1)	Replace Bridge Railing	Jan 2022 – <b>May 2024</b>	\$7.0 million	SHOPP	Aaron Wolfram	Granite Rock Company	<b>Construction completed May 2024</b>
18.	<b>SR 218 Seaside ADA (1H230)</b>	From Del Monte Road to Fremont Boulevard (PM R0.2/L0.9)	ADA compliant pedestrian access	July 2023 – <b>Oct 2024</b>	\$1.7 million	SHOPP	Aaron Wolfram	FBD Vanguard Construction Company	Utility relocation nearing completion and Construction in progress completion delayed to <b>October 2024.</b>
19.	<b>SR 1, 68 Storm Damage (1R130)</b>	In Monterey on various routes at various locations	Storm Damage Repairs (slides, slip-outs, sinkhole)	Spring 2023/ <b>Fall 2024</b>	\$700,000	SHOPP	Victor Devens	Granite Rock	Construction in progress.
20.	<b>SR 198 Pavement Settlement (1R150)</b>	In Monterey County on SR 198 7 miles east of SR 25	Extreme Pavement Settlement - Storm Damage	Spring 2023/ <b>Summer 2024</b>	\$3.0 million	SHOPP	Victor Devens	Brough Construction	<b>Construction Complete. To be removed on next Project List.</b>



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE AUGUST 28, 2024, TRANSPORTATION AGENCY FOR MONTEREY COUNTY BOARD MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
21.	<b>US 101 Gonzales to Salinas Flood mitigation (1Q730)</b>	On Highway 101 in Monterey County near Salinas	Drainage cleaning and preparation	Spring 2023/ Spring 2024	<b>\$461,000</b>	SHOPP Minor	Victor Devens	Top Tier Grading	Construction in progress
22.	<b>Monastery Beach Sinkhole (1S080)</b>	In Monterey County one mile south of the Carmel River Bridge MON-1-71.24	Sinkhole over culvert	Spring 2024	\$150,000	SHOPP Minor	Victor Devens	Granite Construction	Construction in progress
23.	<b>Rocky Creek Slip Out (1S040)</b>	In Monterey County at .1 mile south of the Rocky Creek Bridge MON-1-60.0	Stabilize slope. Temporary signal	Spring/ Fall 2024	\$8 million	SHOPP	Victor Devens	Teichert Construction	Construction in progress
24.	<b>Castroville Ped Overcrossing (1P533)</b>	In Monterey County at Geil Street Ped OC MON-156-1.35	Mural & Landscaping	Jan 2024 – Jan 2026	\$1.08 million	Clean CA	Jackson Ho	Hoseley Corporation	Construction in progress
25.	<b>Regent's Slide (1R640)</b>	In Monterey County 0.3 mile south of the Big Creek Bridge. MON-1-27.8	Remove slide material. Restore roadway.	Winter 2024/ Fall 2024	\$31 million	SHOPP	Victor Devens	Papich Construction	Construction in progress
26.	<b>MON 101 Culvert Clearing North of Bradley (1R480)</b>	On Route 68 in Monterey County at the Toro Park UC.	Replace storm water pumps	Spring/ Fall 2024	\$461,000	SHOPP Minor	Victor Devens	Brough Construction	Construction Complete



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE AUGUST 28, 2024, TRANSPORTATION AGENCY FOR MONTEREY COUNTY BOARD MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
27.	SR 218 FORTAG Bike Trail (1M570)	Located in the City of Seaside (PM 0.1/1.5)	Construct Bicycle and Pedestrian Trail. The project provides a safe alternative to Hwy 218 from Del Rey Woods Elementary to Laguna Grande Regional Park	May 2024 – April 2026	\$1.2 million	100% LOCAL FUNDED	Doug Hessing	Granite Rock	Construction in progress.



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE AUGUST 28, 2024, TRANSPORTATION AGENCY FOR MONTEREY COUNTY BOARD MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
1.	SR 1 Mud Creek Permanent Restoration (1K020)	In Monterey County 0.8 miles north of Alder Creek Bridge to 1.2 miles north of Alder Creek Bridge (PM 8.7/9.1)	Coastal Development Permit Requirements	Fall 2025 – Fall 2025	\$2.1 million	SHOPP MAJOR	Luis Duazo	PS&E/RW	Project Plans, Specifications, and Cost Estimates are being finalized. Costal Development Permit is in-progress.
2.	SR 1 Big Creek Tieback Wall (1K010)	Near Lucia south of Big Creek Bridge (PM 27.5/27.7)	Construct tieback wall, restore roadway and facilities, place Water Pollution Control BMPs, and erosion control	Winter 2024/25 – Winter 2026/27	\$7.3 million	SHOPP	Meg Henry	PA&ED	Caltrans received an incomplete letter from Coastal for the CDP application and is actively working with Coastal to address their comments
3.	SR 1 Castro Canyon Bridge Rail Upgrade (1H490)	At Castro Canyon Bridge (PM 43.1)	Replace bridge rail	Summer 2024 – Spring 2028	\$2.5 million	SHOPP	Meg Henry	PS&E/RW	Project is delayed due to AT&T; a second time extension was requested but denied by HQ CTC staff. D5 is reprogramming the project in the 24/25 SHOPP. EA will remain as 05-1H490. D5 was notified in early March that ATT has contested the legal filing. D5 is awaiting clarification on updated timeline from HQ legal. As of May 2, the date for resolution of legal action is unknown but anticipated to be no earlier than late fall and possibly later than Spring 2025.
4.	SR 1 Coastlands II Wall Permanent Restoration (1P210)	Near Big Sur at 1.1 Miles south of Pfeiffer Canyon Bridge (PM -44.34/44.34)	Construct soldier pile wall or mechanically stabilized embankment wall.	Winter 2025/26 - Fall 2027	\$3.2 million	SHOPP	Mark Leichtfuss	PS&E	Design phase began in January 2024.



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE AUGUST 28, 2024, TRANSPORTATION AGENCY FOR MONTEREY COUNTY BOARD MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
5.	<b>SR 1 Garrapata Creek Bridge Rail Replacement (1H800)</b>	At Garrapata Creek Bridge (PM 62.97)	Bridge rail rehabilitation	Spring 2024 – Spring 2025	\$3.6 million	SHOPP	Aaron Wolfram	PS&E	Project is in Design phase. 6th ADAC community recommended to use CA Type 86H rail when given that option and Texas rail type C412. CDP application submitted in March 2022. Monterey County Historic Records Review Board recommended project for approval to Monterey County Planning Commission (MCPC) at 1/5/23 meeting. MCPC denied CDP on 2/22/2023 and denied appeal on 3/8/23. <b>Board of Supervisors voted to appoint a working group to meet to discuss additional options for rail selection. The Monterey County Board of Supervisors denied a CDP at the 6/25/2024 BOS meeting. CT is preparing to appeal the decision to the Coastal Commission.</b>
6.	<b>SR 68 Drainage Improvements (1J880)</b>	From west of Sunset Dr to Toro Park (PM 0.2/15.7)	Drainage improvement, replace lighting, and install count stations	Spring 2026 – Spring 2027	\$8 million	SHOPP	Mark Leichtfuss	PS&E	Project is delayed 1-year due to a PG&E gas pipe conflict with proposed reinforced concrete box culvert #26 at PM 15.65.
7.	<b>SR 68 Corridor Improvements (1J790)</b>	On State Route 68 from Josselyn Canyon Road to San Benancio Road. (PM 4.87-13.7)	Operational Improvements	Winter 2027/28 – Fall 2030	<b>\$108 million</b>	STIP & AUTHORIZED	Chad Stoehr	PA&ED	Project is currently in Environmental studies phase, and analysis on the two alternatives is ongoing. Draft Environmental Document was released in November 2023. Reviewing comments on (DED)
8.	<b>US 101 Drainage (1J890)</b>	In and near King City, Greenfield, Soledad, Gonzales, and Salinas, from Paris Valley Road Overcrossing to Dunbarton Road (PM R28.23/100)	Rehabilitate drainage systems, replace overhead signs and structures, and update Transportation Management System (TMS) elements	Summer 2025 – Summer 2026	\$19.4 million	SHOPP MAJOR	Mark Leichtfuss	PS&E	PS&E phase in progress.



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE AUGUST 28, 2024, TRANSPORTATION AGENCY FOR MONTEREY COUNTY BOARD MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
9.	<b>US 101 King City CAPM (1K440)</b>	Near King City from Jolon Road undercrossing to Lagomarsino Ave (PM R41.9/R49.0)	Pavement Preservation, TMS Elements, Lighting and Drainage	Winter 2024/25 - Summer 2025	\$27 million	SHOPP	Mark Leichtfuss	PS&E	PS&E phase in progress. Ready to list scheduled on 5/22/24; R/W acquisitions, ENV permits, AT&T fiber optic cable relocation, and PG&E utility agreements are ongoing.
10.	<b>US 101 Prunedale Drainage (1H691)</b>	At and near Prunedale between 0.4 mile north of Crazy Horse Canyon Overcrossing and 1.1 mile south of San Juan Road Overcrossing (PM 98.8./100.3)	Drainage System Rehab	Winter 2024/25 - Winter 2026/27	\$6.2 million	SHOPP MAJOR	Aaron Wolfram	PS&E/RW	<b>Project achieved RTL on 6/27/2024. Greater than 120% submitted for CTC consideration in August CTC meeting.</b>
11.	<b>SR 156 Castroville Boulevard Interchange (31601)</b>	Castroville Boulevard and Highway 156 (PM R1.6/1.4)	Construct a new interchange	Spring 2024 - Spring 2026	<b>\$54.5 million</b>	STIP Measure X Federal Demo	Chad Stoehr	PS&E/RW	Final R/W and Environmental activities are ongoing with regards to utilities. CDFW ITP Permit and 1600 LSA Permits have been granted. Project submitted for SB1 Cycle 4 funding.
12.	<b>SR 183 Salinas to Castroville CAPM (1K430)</b>	South of Old Cemetery Rd near Salinas south of Del Monte Ave at Castroville (PM 2.1/8.3)	Roadway rehabilitation, TMS elements, lighting, and sign panel replacement	Spring 2024 - Winter 2024/25	\$6.9 million	SHOPP	Mark Leichtfuss	PS&E/RW	Construction contract approved on 12/21/23. Construction phase in progress.
13.	<b>SR 183 Castroville Improvement Project (1H650)</b>	Community of Castroville from Del Monte Ave. to Washington St (PM R8.3/9.98)	Asset Management Pilot Project	<b>Winter 2024/25 – Spring 2028</b>	<b>\$20.3 million</b>	SHOPP	Jackson Ho	PS&E/RW	<b>RTL achieved on 6/28/24.</b>
14.	<b>SR 183 Castroville Arch (1P540)</b>	On Route 183 at Preston St (PM 9.46/9.46)	Beautify/rehabilitate overhead sign.	Summer 2024 – Fall 2024	\$500,000	Clean California	Jackson Ho	PS&E/RW	<b>EP#2 approved. CCSD preparing for advertising and submitted detail revisions.</b>



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE AUGUST 28, 2024, TRANSPORTATION AGENCY FOR MONTEREY COUNTY BOARD MEETING

## ACRONYMS USED IN THIS REPORT:

ADA	Americans With Disabilities Act
CCO	Contract Change Order
CCSD	Castroville Community Service District
CTC	California Transportation Commission
EIR	Environmental Impact Report
EP	Encroachment Permit
PA&ED	Project Approval and Environmental Document
PID	Project Initiation Document
PS&E	Plans, Specifications, and Estimates
SB	Senate Bill, the Road Repair and Accountability Act of 2017
SCL	Santa Clara County Line
SHOPP	Statewide Highway Operation and Protection Program
SR	State Route
RTL	Ready To List
R/W or ROW	Right of Way
TMS	Traffic Management System