



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

BOARD OF DIRECTORS

Wednesday, April 26, 2023

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

MEETING LOCATION

Voting members must attend a physical meeting location to count towards quorum

1441 Schilling Place, Salinas, California

Cinnamon 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

Members of the public & non-voting members may join meeting online at:

<https://us02web.zoom.us/j/446951513?pwd=QmNUODRtdXlCSEFlZlXVmhoY21yUT09>

OR

By teleconference at: +1 669 900 6833

Meeting ID: 446 951 513

Password: 194463

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, 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

1.1 ASSEMBLE for photo of Transportation Agency Board of Directors.

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. Under this item, each member of the public is allowed three minutes to address concerns. 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 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.

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.

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

- Muck

Doug Bilse has been selected by their colleagues at the Transportation Agency for Monterey County as the Employee of the Quarter for January 1 – March 31, 2023.

5. **RECEIVE** presentation on the Marina to Salinas Multimodal Corridor: Imjin Road Widening Project.

- Wright / De Los Santos (City of Marina)

Edrie De Los Santos, Senior Engineer, City of Marina, will make a presentation on the Marina-Salinas Multimodal Corridor: Imjin Road Widening Project. The City of Marina is the lead agency on this Measure X Regional project.

6. **RECEIVE** update on the Monterey-Salinas Transit (MST) SURF! Busway and Bus Rapid Transit project in the Monterey Branch Line corridor.

- Sedoryk

The SURF! project will construct a six-mile busway and Bus Rapid Transit line within the Monterey Branch Line right-of-way, parallel to State Route 1. This project will make it faster and easier to travel between Marina and Seaside, and seamlessly link to other bus routes facilitating travel throughout the County. MST General Manager Carl Sedoryk will present a project update reviewing the current schedule, project costs, funding opportunities, and upcoming public outreach.

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

- Caltrans Director's Report and Project Update - Eades
- Monterey Peninsula Airport - Sabo
- 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. **ADJOURN**

BEGINNING OF 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 March 22, 2023.

- Rodriguez

- 3. 1.2 ACCEPT** the list of checks written for March 2023 and credit card statement for the month of February 2023.

- 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.

- 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.

- 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.

BICYCLE, PEDESTRIAN, TRANSIT, and SOCIAL SERVICES

- 3. 2.1 Low Carbon Transit Operations Program:**

- 1. ADOPT** resolution 2023-07 that the Transportation Agency for Monterey County shall act as a "contributing sponsor" and transfer its \$1,064,609 Fiscal Year 2022/2023 allocation of Low Carbon Transit Operations Program

funds to the Monterey-Salinas Transit District to support the fuel cell battery electric bus facility retrofits; and

2. **AUTHORIZE** the Executive Director or his designee to sign and execute on behalf of the Transportation Agency for Monterey County any actions and agreements necessary to pass funds through to Monterey-Salinas Transit.

- Hernandez

The California Legislature established the Low Carbon Transit Operations Program to distribute cap and trade funds to implement transit priority projects that reduce greenhouse gas emissions, with a priority on serving disadvantaged communities. Program funds are distributed to regional transportation planning agencies based on population and to transit agencies based on transit operator revenues. The Transportation Agency's allocation of Program funds is \$1,064,609 and Monterey-Salinas Transit's allocation is \$331,584 for a Monterey County total of \$1,396,193.

3. 2.2 Federal Funds for Rural Transit and Intercity Bus Operations:

1. **ADOPT** Resolution 2023-06 authorizing Transportation Agency Staff to program \$300,000 Federal Transit Administration Section 5311(f) Intercity Bus Program funds to Monterey-Salinas Transit in operating assistance funding to restore MST Line 59: Salinas-Gilroy;
2. **AUTHORIZE** the Executive Director or his designee to execute and file Certifications and Assurances of the Transportation Agency; and
3. **AUTHORIZE** the Executive Director or his designee to provide additional information as the Department may require in connection to the Transportation Agency and/or Transportation Agency-sponsored Section 5311(f) projects.

- Hernandez

The Federal Transit Administration provides operating support for rural transit services through Section 5311 non-urbanized funding program. Section 5311(f) program funds support Intercity Bus operations. Monterey-Salinas Transit (MST) proposes to restore Line 59 services between Salinas and Gilroy. TAMC approval is necessary for Monterey-Salinas Transit to receive Section 5311(f) funding to operate rural transit service and intercity bus operations.

3. 2.3 **APPROVE** the appointments of Victor Tafoya to serve as Supervisorial District 2 primary representative and Mark Chaffey as Velo Club primary representative on the TAMC Bicycle and Pedestrian Facilities Advisory Committee.

- Strause

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.

PLANNING

3. 3.1 Legislative Update

1. **RECEIVE** update on state and federal legislative issues; and
2. **ADOPT** positions on proposed legislation.

- Watson

This report includes updates on state and federal legislative activities and proposed positions on draft legislation as recommended by the Executive Committee at their April 5 meeting.

3. 3.2 Regional Transportation Plan Environmental Impact Report Agreement

1. **AUTHORIZE** the Executive Director, or his designee, to execute an agreement not to exceed \$75,000 with the Association of Monterey Bay Area Governments for the preparation of the 2050 Metropolitan Transportation Plan / Sustainable Communities Strategy / Regional Transportation Plan Environmental Impact Report;
2. **APPROVE** the use of \$75,000 in funds budgeted to this project; and
3. **AUTHORIZE** the Executive Director, or his designee, to make administrative changes to the contract if such changes do not increase the Agency's net cost, subject to approval by Agency counsel.

- Guther

The Transportation Agency is seeking to enact a cost sharing agreement with the Association of Monterey Bay Area Governments and the other Regional Transportation Planning Agencies for Santa Cruz and San Benito counties for the mutual development of one environmental review covering each agency's 2050 Regional Transportation Plan, in addition to AMBAG's Metropolitan Transportation Plan / Sustainable Communities Strategy.

PROJECT DELIVERY and PROGRAMMING

3. 4.1 Fort Ord Regional Trail and Greenway - Canyon Del Rey Segment - Supplemental Agreements

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute Supplemental Agreements with the Cities of Del Rey Oaks and Seaside, and the Monterey Peninsula Regional Park District, subject to approval by Agency Counsel, for the Fort Ord Regional Trail and Greenway - Canyon Del Rey project; and
2. **AUTHORIZE** the Executive Director to take such other further actions as

may be necessary to fulfill the intent of the Supplemental Agreements, including approvals of future modifications or amendments that do not significantly alter the scope of the agreements, subject to Agency Counsel approval.

- Zeller

In 2020, the underlying jurisdictions along the Fort Ord Regional Trail and Greenway (FORTAG) alignment approved a Master Agreement, found the Environmental Impact Report adequate, and adopted the Mitigation Monitoring and Reporting Program and findings. The Master Agreement requires Supplemental Agreements to cover specific responsibilities of TAMC and the jurisdictions relative to portions of the trail within their boundaries to detail the design and construction of the project as well as compliance with the covenants of the Master Agreement for the trail segment.

- 3. 4.2 RECEIVE** the Freeway Service Patrol Annual Report for fiscal years 2019/20 and 2020/21.

- Williamson

The Freeway Service Patrol Annual Reports for fiscal years 2019/20 and 2020/21 summarize the program's performance and compares it with the previous two fiscal years. The annual reports are based on the latest year of complete data available from the State.

- 3. 4.3 APPROVE** and **AUTHORIZE** the Executive Director to program Regional Surface Transportation Program funds, for an amount not to exceed \$250,000, to support the Greenfield Participatory Budgeting projects.

- Strause

The Salinas Valley Safe Routes to School Plan includes a democratic process, called Participatory Budgeting, where community members vote to decide how public funds are spent in the cities of Gonzales, Soledad, Greenfield and King City. The Transportation Agency for Monterey County will provide up to \$250,000 to each city to implement the highest voted projects. The first city to complete the Participatory Budgeting process is Greenfield.

- 3. 4.4 Measure X Funding Agreement King City Traffic Garden:**

- 1. APPROVE** and **AUTHORIZE** the Executive Director or their designee to execute an agreement with the City of King, in an amount not to exceed \$45,000 to pave a site in San Antonio Park for the King City Traffic Garden project for the period ending December 31, 2024;
- 2. APPROVE** the use of \$45,000 in Measure X Safe Routes to Schools funds

budgeted to this project; 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.

- Green

The Transportation Agency is working with King City to design and implement a traffic garden at San Antonio Park. The traffic garden will be a publicly accessible space for children to learn traffic safety and practice walking and rolling skills. In order to create space for the traffic garden the City requires funding to pave a portion of the park. This contract will provide the necessary funds to pave the space for the traffic garden.

3. 4.5 Salinas Harden Parkway Safe Routes to Schools Contract:

1. **APPROVE and AUTHORIZE** the Executive Director or their designee to execute an agreement with the City of Salinas, in an amount not to exceed \$1,719,854.42 to provide programming for the Harden Parkway Safe Routes to Schools project for the period ending December 31, 2027;
2. **ACCEPT** the Active Transportation Program grant funds awarded to the City of Salinas and Transportation Agency for this project; 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.

- Green

The Transportation Agency partnered with the City of Salinas as a sub-applicant on an Active Transportation Program grant for the Harden Parkway Safe Routes to Schools project. The City of Salinas was awarded the grant in December 2022 and Transportation Agency programming for the project will start in Fall 2023.

3. 4.6 Salinas Alisal Safe Routes to Schools Contract:

1. **APPROVE and AUTHORIZE** the Executive Director or their designee to execute an agreement with the City of Salinas, in an amount not to exceed \$84,998.80 to provide programming for the Alisal Safe Routes to Schools project for the period ending December 31, 2027;
2. **ACCEPT** the Active Transportation Program grant funds awarded to the Transportation Agency for this project; 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.

- Green

The Transportation Agency partnered with the City of Salinas as a sub-applicant on an Active Transportation Program grant for the Alisal Safe Routes to Schools project. The City of Salinas was awarded the grant in December 2022 and Transportation Agency programming for the project will start in Fall 2023.

RAIL PROGRAM

3. 5.1 Salinas Rail Project Packages 2 & 3 - HDR Engineering Contract Amendment #3:

1. **APPROVE** and **AUTHORIZE** the Executive Director, or their designee, to execute contract amendment #3 with HDR Engineering Inc., subject to approval by Agency Counsel, adding an amount not to exceed \$691,749, for a total not-to-exceed contract amount of \$4,631,359, and extend the deadline on the contract from June 30, 2023 to June 30, 2025, to complete the design work for Package 2, Salinas layover facility, and Package 3, Gilroy track connections;
2. **AUTHORIZE** the use of Regional Surface Transportation Program or state funds budgeted to this project that may become available for this purpose;
3. **FIND** that this amendment is justified as a sole source due to 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
4. **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.

- Watson

The Salinas Rail Extension Kick Start Project, package 2 (Salinas layover facility) and package 3 (Gilroy track connections) are now at 100% design. HDR Engineering, Inc. was originally hired for this work in April 2020 after a formal Request for Proposals process. The contract now needs to be amended to add funding to the contract for unforeseen design activities beyond what was considered in the original contract. Staff also recommends extending the contract by two years to continue the momentum on the work done to date and to enable HDR to bring the project to the bidding stage. Staff recommends a sole source finding for this proposed amendment #3 based on the related

nature of the tasks and efficiencies involved.

3. 5.2 Salinas Rail Project Construction Management - MNS Engineers Contract Amendment #5:

1. **APPROVE** and **AUTHORIZE** the Executive Director, or their designee, to execute contract amendment #5 with MNS Engineers, subject to approval by Agency Counsel, adding an amount not to exceed \$1,387,604, for a total not-to-exceed contract amount of \$6,085,141, and extend the deadline on the contract from December 31, 2023 to December 31, 2026, to continue to support the design and bid schedule for Packages 2 and 3;
2. **AUTHORIZE** the use of funding secured for this project in the rail program budget;
3. **FIND** that this amendment is justified as a sole source due to 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
4. **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.

- Watson

The Monterey County Rail Extension Kick Start Project Package 2 (Salinas layover facility) and Package 3 (Gilroy track connections) are in final design. MNS Engineers was originally hired to conduct construction management for all three Packages of the Kick Start project in December 2017 after a formal Request for Proposals process. Package 1 (Salinas circulation improvements) is now complete. The contract amendment is being requested to extend the time of the contract to cover the revised final design, bid, and construction timeline for Packages 2 and 3 and to increase the cost to reflect the extended schedule for construction and the increased estimate for construction costs based on the 100% design plans.

REGIONAL DEVELOPMENT IMPACT FEE - No items this agenda.

COMMITTEE MINUTES and CORRESPONDENCE

3. 7.1 ACCEPT draft minutes of the Transportation Agency Committees:

- Executive Committee - draft minutes of April 5, 2023
- Rail Policy Committee - draft minutes of April 3, 2023
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - draft minutes of April 5, 2023

- [Technical Advisory Committee](#) - draft minutes of April 6, 2023
- [Measure X Citizens Oversight Committee](#) - No meeting

- Rodriguez

3. 7.2 RECEIVE correspondence to and from TAMC for the month of April 2023.

- Rodriguez

END OF CONSENT AGENDA

ANNOUNCEMENTS

Next Transportation Agency for Monterey County regular meeting will be on
Wednesday, May 24, 2023
9:00 A.M.

Monterey County Government Center
1441 Schilling Place, Cinnamon Room

Join meeting online at:

<https://us02web.zoom.us/j/446951513?pwd=QmNUODRtdXlCSEFxlZlXVmhoY21yUT09>

OR

By teleconference at: +1 669 900 6833

Meeting ID: 446 951 513

Password: 194463

Important Meeting Information

Remote Meeting Public Comment: Due to current circumstances, there may be limited opportunity to provide verbal comments during remote meetings. Persons who wish to address the Committee for public comment or on an item on the agenda are encouraged to submit comments in writing to maria@tamcmonterey.org by 5:00pm the Monday before the meeting. Such comments will be distributed to the Committee before the meeting. Members of the public participating by Zoom are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Chair.

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

55B Plaza Circle, Salinas, CA 93901

TEL: 831-775-0903

EMAIL: info@tamcmonterey.org

Agenda Items: The agenda will be prepared by Agency staff and will close at noon nine (9) 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 supporting papers must be furnished by that time or be readily available.



Memorandum

To: Board of Directors
From: Todd Muck, Executive Director
Meeting Date: April 26, 2023
Subject: **Employee of the Quarter**

RECOMMENDED ACTION:

PRESENT Transportation Agency Employee of the Quarter to Doug Bilse.

SUMMARY:

Doug Bilse has been selected by their colleagues at the Transportation Agency for Monterey County as the Employee of the Quarter for January 1 – March 31, 2023.

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 roundabouts and bicycle and pedestrian projects and for helping set up the striping plan in the Salinas Valley cities for the Safe Routes to School pop-up demonstrations.

ATTACHMENTS:

- EOQ - Doug Bilse



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 January 1, 2023 – March 31, 2023.

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 roundabouts and bicycle and pedestrian projects and for helping set up the striping plan in the Salinas Valley cities for the Safe Routes to School pop-up demonstrations.

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

*TAMC Chair
Mike LeBarre*

*Executive Director
Todd Muck*

Date: April 26, 2023



Memorandum

To: Board of Directors
From: Theresa Wright, Community Outreach Coordinator
Meeting Date: April 26, 2023
Subject: Marina-Salinas Multimodal Corridor: Imjin Road Widening Project Update

RECOMMENDED ACTION:

RECEIVE presentation on the Marina to Salinas Multimodal Corridor: Imjin Road Widening Project.

SUMMARY:

Edrie De Los Santos, Senior Engineer, City of Marina, will make a presentation on the Marina-Salinas Multimodal Corridor: Imjin Road Widening Project. The City of Marina is the lead agency on this Measure X Regional project.

FINANCIAL IMPACT:

Construction funding for the Marina-Salinas Multimodal Imjin Road Widening Project includes \$2 million in local impact fees, \$18.25 million in Measure X funds, \$19 million in SB1 Local Partnership Program - Competitive funds, and \$1.25 million in SB1 Local Partnership Program - Formula funds, for a total of \$40.5 million.

DISCUSSION:

The Marina-Salinas Multimodal Corridor: Imjin Road Widening is a regional Measure X project on Imjin Parkway from Imjin Road to Reservation Road. It serves as one of the major commute corridors between the Monterey Peninsula and Salinas, ranging at various points in the project limits from 24,000 vehicles to 39,000 vehicles traversing the roadway each weekday.

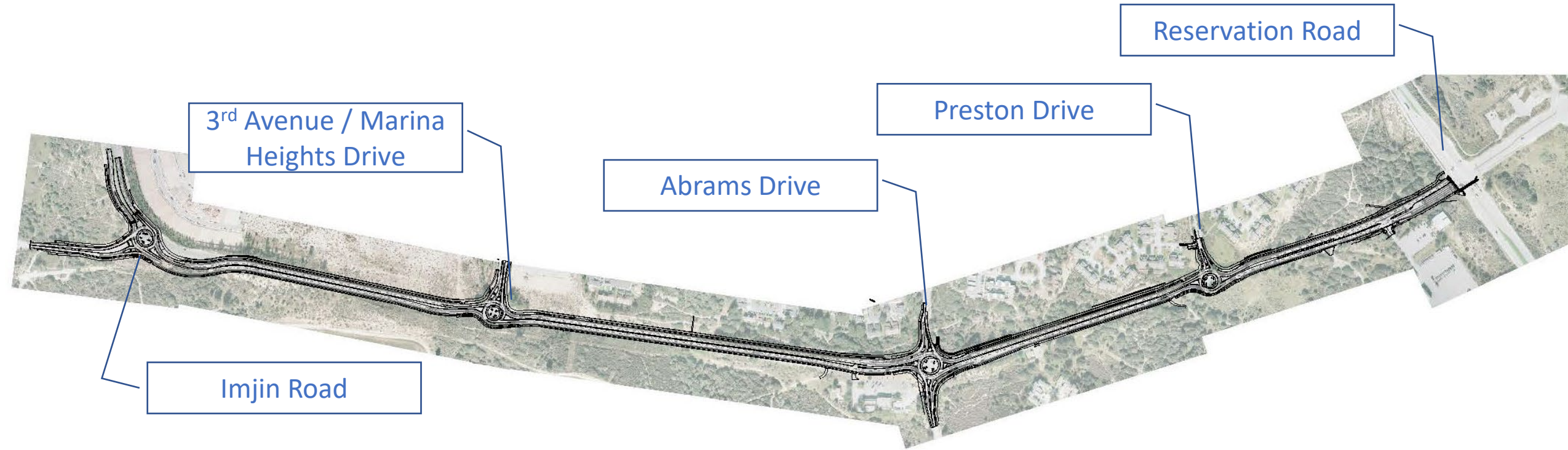
The project will widen the Imjin Parkway from Imjin Road to Reservation Road from two to four lanes, construct four roundabouts along the corridor and make transit and pedestrian improvements, along with on-street buffered bike lanes and stormwater treatment areas, retaining and sound walls. The improvements will benefit commuters who travel through the corridor, as well as those who live along the corridor at CSU Monterey Bay and the neighboring homes in Marina Heights, Sea Haven and Preston Park.

The Marina-Salinas Multimodal Corridor: Imjin Road Widening project, identified in the Transportation Safety & Investment Plan approved by Monterey County voters as Measure X in 2016 will be the Plan's first regional project to be constructed. The project is 100% designed and the City of Marina, the lead agency on the project, awarded a construction contract to Monterey Peninsula Engineering on April 4, 2023. The City anticipates construction will begin in June 2023.

ATTACHMENTS:

- ▣ Imjin Road Widening - Alignment Overview

Imjin Parkway Widening Project





Memorandum

To: Board of Directors
From: Doug Bilse, Principal Engineer
Meeting Date: April 26, 2023
Subject: SURF! Busway and BRT Project Update

RECOMMENDED ACTION:

RECEIVE update on the Monterey-Salinas Transit (MST) SURF! Busway and Bus Rapid Transit project in the Monterey Branch Line corridor.

SUMMARY:

The SURF! project will construct a six-mile busway and Bus Rapid Transit line within the Monterey Branch Line right-of-way, parallel to State Route 1. This project will make it faster and easier to travel between Marina and Seaside, and seamlessly link to other bus routes facilitating travel throughout the County. MST General Manager Carl Sedoryk will present a project update reviewing the current schedule, project costs, funding opportunities, and upcoming public outreach.

FINANCIAL IMPACT:

The current cost estimate for the SURF! project is \$66.1 million including \$52.7 million for construction. TAMC has allocated \$15 million in project support through Monterey County's Transportation Safety & Investment Plan (Measure X) funds approved by a supermajority of voters in 2016. MST and TAMC have successfully leveraged these funds to a point where the estimated project costs are fully funded. Recent efforts by MST and TAMC successfully secured 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 secured another \$22.1 million via the federal transportation appropriations bill. MST had previously secured the remaining \$1.5 million in project funding through State Local Partnership Program, Federal 5339 Program Funds, and \$1.3 million in MST funds.

DISCUSSION:

The SURF! Busway and Bus Rapid Transit project is part of MST's larger efforts in connecting communities, creating opportunity, and being kind to the planet. MST is building a modern transit network to enhance connections on the Monterey Peninsula and beyond. When complete, SURF! will serve as a vital transit link for the Monterey Peninsula and Salinas Valley. The busses using the SURF! busway will continue seamless service along many existing transit lines, including the JAZZ Bus Rapid Transit line that serves Seaside, Line 20 serving the Salinas-Monterey corridor, and other routes that serve major destinations including the Veteran's Administration Clinic and California State University Monterey Bay (CSUMB). A link to the MST project site is provided via **web attachment**.

The SURF! project will make it faster and easier to travel from the Salinas Valley and northern Monterey County all the way to downtown Monterey via future rapid transit along US 101. Whether riding to get to work, school, medical appointments, shop for groceries, or simply to visit a friend, the SURF! line will connect Monterey Peninsula's diverse communities.

The SURF! project includes the following components:

- A six-mile, bus-only route parallel to Highway 1, from Marina to Sand City and Seaside.
- Bicycle and pedestrian path improvements along Del Monte Road, Beach Range Road and California Avenue.
- A new mobility hub near 5th Street in Marina, east of Highway 1, which will include bus bays, drop-off areas, public parking, and other first- and last-mile amenities.
- New transit stops at Del Monte Boulevard and Palm Avenue in Marina and California Avenue and Playa Avenue in Sand City.
- Intersection improvements at Playa and California in Sand City for better traffic flow on city streets.

Early planning and environmental review for the SURF! project is now complete. Work on the final design has begun and is expected to be completed in the Spring of 2024 with some construction beginning by the end of 2024. Community outreach is an important aspect of this project. Public outreach will continue to be an integral aspect of this project through construction.

WEB ATTACHMENTS:

[SURF! Busway and Bus Rapid Transit Project](#)



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
1.	Highway 1 Coastlands I Wall Permanent Restoration (1M460)	Near Big Sur at 1.0 Miles south of Pfeiffer Canyon Bridge (PM -44.45/44.45)	Construct soldier pile wall and restore roadway	June 2022 – July 2023	\$1.7 million	SHOPP	Carla Yu	Future Contractors and Engineers, Irvine, CA.	Construction underway.
2.	Highway 1 Garrapata Creek Bridge Rehab (1H460)	At Garrapata Creek Bridge (PM 63.0)	Electrochemical Chloride Extraction (ECE) of bridge structure	July 2021 – March 2024	\$6.49 million	SHOPP	Carla Yu	Future Contractors and Engineers, Irvine, CA	Construction underway.
3.	Highway 1 Granite Canyon Bridge ECE (1K7004)	In Monterey County near Carmel by the Sea at Granite Canyon Bridge (MON 64.4)	Electrochemical Chloride Extraction of Bridge Structure	Summer 2021-Winter 2022/2023	\$4.9 million	Maintenance	Kelly McClain (RJ)	American Civil Constructors	Work is ongoing. Construction Manager expects to accept the contract May 2023.
4.	SLO/Mon County line failed culverts (1P880)	In Monterey and San Luis Obispo Counties on Route 1 at various locations (MON 2.72/SLO 71.49)	Replace failed culverts and restore the roadway	Fall 2022/ July 2023	\$388k	SHOPP Minor	Berkeley Lindt (MT)	S. Chaves Construction, Inc.	



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
5.	Big Sur Winter Prep Repairs (1Q230)	In Monterey County on Route 1 from Limekiln Bridge to 0.9 miles south of Soberanes (MON-1-21/65.7)	Repair voided crib wall revetment and replace failed culvert	Fall 2022/ July 2023	\$388k	SHOPP Minor	Berkeley Lindt (AP)	S. Chaves Construction, Inc.	Construction in progress.
6.	Big Sur South (1Q760)	In San Luis Obispo and Monterey Counties, Near Big Sur, From Ragged Point to Limekiln Creek Bridge SLO-1-71.8 to MON-1-20.9	Storm Damage Repairs	Winter 2023/ Fall 2023	\$18.35 Million	SHOPP	Victor Devens	S. Chaves Construction, Inc.	Construction in progress.
7.	Big Sur Central (1Q770)	In Monterey Counties, Near Big Sur, Limekiln Creek Bridge to 0.9 Mile south of Castro Canyon Bridge MON-1-20.9 to MON-1-42.2	Storm Damage Repairs	Winter 2023/ Fall 2023	\$45.6 Million	SHOPP	Victor Devens	Papich Construction, Inc.	Construction in progress.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
8.	Big Sur North (1Q800)	In Monterey County, Near Big Sur, From 0.9 Mile south of Castro Canyon Bridge to 0.3 Mile south of Carmel River Bridge MON-1-42.2/72.0	Storm Damage Repairs	Winter 2023/ Fall 2023	\$25.4 million	SHOPP	Victor Devens	Graniterock Construction	Construction in progress.
9.	Highway 1 Flooding 1Q900	In Monterey and Santa Cruz Counties from Approximately 1 mile North and South of the Pajaro River Bridge MON,SCr-1-T100.0,R1.0	Storm Damage Repairs	Winter 2023/ Fall 2023	\$1,850,000	SHOPP	Victor Devens	Teichert Construction	Construction in progress.
10.	Culvert Replacement/ Slope Repair 1Q900	In Monterey and San Benito Counties on Route 101, At and 5.5 miles South of the 156 East and 101 separation. MON,SBt-101-99.0,3.0	Storm Damage Repairs	Winter 2023/ Fall 2023	\$950,000	SHOPP	Victor Devens	Teichert Construction	Construction in progress.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
11.	MON/SBt Storm Damage 1Q810	In Monterey and San Benito Counties on various routes at various locations	Storm Damage Repairs	Winter 2023/ Fall 2023	\$2.8 million	SHOPP	Victor Devens	Brough Construction	Construction in progress.
12.	US 101 North Soledad OH Deck Replacement (0F970)	North Soledad Bridge (PM 62.2/62.9)	Bridge deck rehabilitation	April 2022 – June 2023	\$3.7 million	SHOPP	Jackson Ho	Granite Rock Company	Contractor resumed Stage 2: outside barrier replacement. Stage 3 to be in April.
13.	US 101 Camp Roberts SRRRA Infrastructure Upgrade (1H020)	Northbound and southbound at the Camp Roberts Rest Area (PM R2.9/R5.3)	Safety roadside rest area infrastructure upgrade	March 2021 – May 2023	\$6.2 million	SHOPP	Mike Lew	Newton Construction	Waiting on PG&E approval of electrical installation. Anticipate opening of rest stop by end of April.
14.	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	September 2022 – October 2024	\$6.0 million	SHOPP	Jackson Ho	Granite Construction Company	Construction in Progress.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
15.	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- November 2024	\$35.2 million	SB 1 SHOPP	Jackson Ho		Contract Approval reached on 2/9/2023.
16.	King City Clean California Project (1Q100)	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	February 2023 – December 2024	\$0.75 million	Clean California	Mike Lew	Wabo Landscape & Construction, Inc.	Construction expected to start in middle-end of March.
17.	Highway 156 Castroville Overhead (0A090)	On SR 156 between the SR 183/156 separation and Castroville Boulevard (PM R1.1/R2.1)	Replace Bridge Railing	January 2022 – August 2023	\$7.0 million	SHOPP	Jackson Ho	Granite Rock Company	Contractor in progress.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
18.	SR218 Seaside ADA (1H230)	From Del Monte Road to Fremont Boulevard (PM R0.2/L0.9)	ADA compliant pedestrian access	July 2023 – February 2024	\$1.7 million	SHOPP	Jackson Ho	FBD Vanguard Construction Company	Contract Approval reached on 1/6/2023. Utility relocation in progress during delayed start.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
1.	Highway 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	April 2025 – October 2025	\$2.1 million	SHOPP MAJOR	Luis Duazo	PS&E/RW	Right of Way Acquisition is Ongoing
2.	Highway 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	February 2025 – December 2026	\$7.3 million	SHOPP	Carla Yu	PA&ED	Project is in the PS&E phase and working on the design.
3.	Highway 1 Castro Canyon Bridge Rail Upgrade (1H490)	At Castro Canyon Bridge (PM 43.1)	Replace bridge rail	August 2024 - April 2028	\$2.5 million	SHOPP	Carla Yu	PS&E/RW	Project is now in the Design phase. Project is delayed due to AT&T. CDP was approved for project. RTL date is unknown at this time.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
4.	Highway 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.	January 2026-October 2026	\$3.2 million	SHOPP	Carla Yu	PA&ED	Environmental studies are underway.
5.	Highway 1 Pfeiffer Canyon Mitigation (1K080)	At Pfeiffer Canyon Bridge (PM 45.4/45.6)	Environmental mitigation (planting, erosion control) for project EA 1J130.	March 2023 – March 2026	\$0.2 million	SHOPP	Jackson Ho	PS&E/RW	Contract Award reached on 3/2/2023. Working on Contract Approval.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
6.	Highway 1 Garrapata Creek Bridge Rail Replacement (1H800)	At Garrapata Creek Bridge (PM 62.97)	Bridge rail rehabilitation	January 2024 – January 2025	\$3.6 million	SHOPP	Carla Yu	PS&E	Project is in Design phase. 6th and final ADAC community meetings are complete with the recommendation to use CA Type 86H rail. 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.
7.	Highway 68 Route 68 Drainage Improvements (1J880)	From west of Sunset Dr to Toro Park (PM 0.2/15.7)	Drainage improvement, replace lighting, and install count stations	December 2024 – January 2026	\$8 million	SHOPP	Carla Yu	PS&E	Project is currently in Design phase, estimated Ready to List date is June 2024.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
8.	Route 68 Corridor Improvements (1J790)	On State Route 68 from Josselyn Canyon Road to San Benancio Road. (PM 4.87-13.7)	Operational Improvements	February 2028 – November 2029	65.4 million	STIP & AUTHORIZED	Carla Yu	PAE&ED	Project is currently in Environmental studies phase, and analysis on the two alternatives is ongoing. Draft Environmental Document to be released in Fall 2023.
9.	US 101 Mon 101 Drainage (1J890)	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	July 2025 – July 2026	\$19.4 million	SHOPP MAJOR	Jackson Ho	PS&E	PS&E phase in progress.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
10.	US101 King City CAPM (1K440)	Near King City from Jolon Road undercrossing to Lagomarsino Ave (PM R41.9/R49.0)	Pavement Preservation, TMS Elements, Lighting and Drainage	January 2025 - August 2025	\$ 27 million	SHOPP	Jackson Ho	PS&E	Team working towards 60% PS&E.
11.	US 101 Spence Rd Acceleration Lane (1M760)	South of Salinas at Spence Rd (PM 81.03)	Extend NB acceleration lane	July 2023 – March 2024	\$1 million	MINOR	Mike Lew	PS&E/RW	Project is in the Design phase. Co-op agreement for construction capital has been approved.
	US 101 Salinas Clean CA (1P534)	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.	February 2023 – June 2023	\$1.8 million	Clean California	Nic Heisdorf	PS&E	Project was “Approved” and Construction will begin mid-April.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
12.	US 101 Prunedale Drainage (1H691)	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	Jan 2025 - December 2026	\$ 6.2 million	SHOPP MAJOR	Jackson Ho	PS&E/RW	In PS&E Phase working towards 60% PS&E.
13.	Highway 156 Castroville Boulevard Interchange (31601)	Castroville Boulevard and Highway 156 (PM R1.6/1.4)	Construct a new interchange	December 2023 – August 2025	\$24 million	STIP Measure X Federal Demo	Mike Lew	PS&E/RW	Design plans are complete. Team is working towards completing R/W activities and acquiring the Coastal Development Permit as well as other required Environmental permits.
14.	Highway 183 Salinas to Castroville CAPM (1K430)	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	April 2024 - January 2025	\$6.9 million	SHOPP	Jackson Ho	PS&E/RW	Team working towards 100% PS&E.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
15.	Highway 183 Castroville Improvement Project (1H650)	Community of Castroville from Del Monte Ave. to Washington St (PM R8.3/9.98)	Asset Management Pilot Project	December 2023 - October 2026	\$23.2 million	SHOPP	Jackson Ho	PS&E/RW	95% Constructability Review Meeting completed on 3/9/23. Working towards 100% PS&E.
16.	Highway 183 Castroville Arch (1P540)	On Route 183 at Preston St (PM 9.46/9.46)	Restore a community landmark and enhance sidewalk paving	April 2023 – August 2023	\$0.5 million	Clean California	Jackson Ho	PS&E/RW	Working on maintenance agreement. Working on design and encroachment permit submittal.
17.	SR218 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 in City Del Rey Oaks to Laguna Grande Regional Park	September 2023 – August 2024	\$1.2 million	100% LOCAL FUNDED	Jackson Ho	PS&E/RW	Caltrans reviewing 95% PS&E package. Comments due from Team on 3/15/23.

ACRONYMS USED IN THIS REPORT:

ADA Americans With Disabilities Act



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 26, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CTC	California Transportation Commission
EIR	Environmental Impact Report
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



Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board
Meeting Date: April 26, 2023
Subject: TAMC draft minutes of March 22, 2023

RECOMMENDED ACTION:

APPROVE the Transportation Agency for Monterey County Board draft minutes of March 22, 2023.

ATTACHMENTS:

- ▣ TAMC Board draft minutes of March 22, 2023

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

DRAFT MINUTES OF MARCH 22, 2023 TAMC BOARD MEETING

1441 Schilling Place, Salinas CA 93901, Cinnamon Conference Room

Alternate location: 168 W. Alisal Street, Salinas, CA 93901, 2nd Floor, Supervisor Alejo's Office

TAMC BOARD MEMBERS	APR 22	MAY 22	JUN 22	AUG 22	SEP 22	OCT 22	DEC 22	JAN 23	FEB 23	MAR 23
Luis Alejo, Supr. Dist. 1, (Linda Gonzales, Javier Gomez)	P	P	P	E	P	P	P	P(V)	P(V)	P(A) V
Glenn Church, Supr. Dist. 2, (Marilyn Vierra, Leonie Gray)	P	P(A)	P	P	P	P	P(A)	P*	P	P
Chris Lopez, Supr. Dist. 3, 1st Vice Chair (Priscilla Barba)	P(A)	P	P	P	P	P	P(A)	P	P(A)	P
Wendy Root Askew, Supr. Dist. 4, County Representative (Yuri Anderson, Eric Mora)	P(A)	P(A)	P(A)	P	P(A)	P	P(A)	P	P(A)	P
Mary Adams, Supr. Dist. 5, Past Chair (Colleen Courtney)	P	P	P	P	P	P	P	P	P	E
Dave Potter, Carmel-by-the-Sea 2nd Vice Chair (Jeff Baron)	P	P	P	P	P	P	A	P	P	P
Scott Donaldson, Del Rey Oaks (John Uy)	P	P	P	A	P	P	A	E	P*	P
Jose Rios, Gonzales (Lorraine Worthy)	P	P	P	P	A	P	P	P	P	P
Rachel Ortiz, Greenfield (Robert White)	P	P	P	P	P	P	P	P(V)	A	E
Michael LeBarre, King City, Chair (Carlos DeLeon)	P	P	P	P	P	P	P	P	P	P
Cristina Medina Dirksen, Marina (Bruce Delgado)	P	P	P	A	P	P	P	P	P	E
Edwin Smith, Monterey, (Kim Barber , Marissa Garcia, Andrea Renny)	P	P	P	P(A)	P	P	P	P	P(V)	P(A)
Chaps Poduri, Pacific Grove, City Representative (Joe Amelio)	P	P	P	P	P	P	P	P	P	P
Andrew Sandoval, Salinas (Anthony Rocha)	P	P	P(A)	P	P	P	P	P*	P	P
Gregory Hawthorne, Sand City (Jerry Blackwelder, Kim Cruz)	A	P(A)	A	P(A)	P	P(A)	A	P(V)	P	P(A)
Ian Oglesby, Seaside, (David Pacheco)	P	P	P	P	P	P	P	P	P	E
Alejandro Chavez, Soledad (Fernando Cabrera, Don Wilcox)	P	P	P	P	P	P	P	P	P	E

Ex Officio Members:	APR 22	MAY 22	JUN 22	AUG 22	SEP 22	OCT 22	DEC 22	JAN 23	FEB 23	MAR 23
Maura Twomey, AMBAG (Heather Adamson, Bhupendra Patel , Paul Hierling)	P	P	P	P(A)	P	P	P	P	P(A) (V)	P(A) (V)
Scott Eades, Caltrans, Dist. 5 (Orchid Monroy Ochoa, John Olejnik, Richard Rosales, Brandy Rider, Kelly McClendon)	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)	P	P	P(A) (V)	P(A)
Richard Stedman, Monterey Bay Air Resources District (David Frisbey)	P	A	A	P	A	P(A)	P(A)	P(A)	P(A)	P(A)
Bill Sabo, Monterey Regional Airport District (Richard Searle)	P	E	P	P	P	P	P	P	P(V)	P
Carl Sedoryk, Monterey-Salinas Transit (Lisa Rheinheimer, Michelle Overmeyer)	P	P(A)	P	P	A	A	A	P	P	P
Eduardo Montesino, Watsonville	A	A	A	A	A	A	A	A	A	A
vacant, CSUMB (Glen Nelson)	P(A)	P(A)	P(A)	P(A)	P	P	A	A	P*	-

*P = present; P(A) = alternate present; P(V) = videoconference; E = excused absence;
A = absence; P*= New Representative*

TAMC STAFF	APR 22	MAY 25	JUN 22	AUG 22	SEP 22	OCT 22	DEC 22	JAN 23	FEB 23	MAR 23
D. Bilse, Principal Engineer	P	P	P	P	P	P	P	P	P	P
R. Brayer, Legal Counsel	P	P	P	P	P	P	P	P	P(V)	P
D. Delfino, Finance Officer/Analyst	P	P	P	P	P	E	P	P	E	P
R. Goel, Dir. Finance & Administration	P	P	E	P	P	P	P	P	P	P
A. Green, Principal Transp. Planner	P	P	P	P	P	P	P	P	P(V)	P
A. Guther, Asst. Transportation Planner	P	P	P	E	E	P	P	P	P(V)	P
A. Hernandez, Asst. Transp. Planner	P	P	P	P	P	P	P	P	P	P
J. Kise, Dir. Finance & Administration									P	P
M. Montiel, Administrative Assistant	P	P	P	P	E	P	P	P	P	P
T. Muck, Executive Director	P	P	P	P	P	P	P	P	P	P
E. Rodriguez, Clerk of the Board	P	P	P	P	P	P	P	P	P	P
J. Strause, Transportation Planner	P	P	P	P	P	P	P	P	P	P
C. Watson, Director of Planning	P	P	E	P	P	P	P	P	P	P
L. Williamson, Senior Engineer	P	P	P	P	P	P	P	P	P(V)	P
T. Wright, Community Outreach	P	P	P	P	P	P	P	P	P	P
M. Zeller, Director of Programming & Project Delivery	P	P	P	E	P	P	P	P	P	P

OTHERS PRESENT

Mary Adams (V)	Supervisor District 5 Office	Kevin Drabinski (V)	Caltrans District 5
Eric Mora (V)	Supervisor District 4 Office	Rachel Ortiz (V)	City of Greenfield
Ian Oglesby (V)	City of Seaside		

1. CALL TO ORDER

Chair LeBarre called the meeting to order at 9:08 a.m. Elouise Rodriguez, Clerk of the Board, called the roll and confirmed a quorum was established. Chair LeBarre led the pledge of allegiance.

2. PUBLIC COMMENTS

None.

3. CONSENT AGENDA

M/S/C Potter/Lopez/unanimous

The Board approved the consent agenda as follows:

ADMINISTRATION and BUDGET

- 3.1.1** Approved 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 February 22, 2023.
- 3.1.2** Accepted the list of checks written for the month of February 2023 and credit card statements for the month of January 2023.
- 3.1.3** Approved the appointment of Rosemarie Barnard to serve as the alternate North County representative on the Measure X Transportation Safety & Investment Plan Citizens Oversight Committee.

BICYCLE, PEDESTRIAN, TRANSIT and SOCIAL SERVICES

- 3.2.1** Regarding Fort Ord Regional Trail and Greenway - Easement Agreement:
 - 1. Approved the real estate easement settlement agreement, pending legal counsel approval, with Ng, Lom & Ng for two parcels located at 815 Canyon Del Rey for the Fort Ord Regional Trail and Greenway project for a not to exceed amount of \$65,400;
 - 2. Approved the payment of property owner appraisal costs not-to-exceed \$5,000;
 - 3. Authorized the Executive Director to execute the agreement and changes to the agreement if such changes do not increase the Agency's net costs, subject to approval by Agency Counsel; and
 - 4. Authorized the use of no more than \$15,000 from state funds budgeted to this project for a total settlement not-to-exceed amount of \$85,400.

- 3.2.2** Authorized the Executive Director to enter into Utility Agreements with Pacific Gas & Electric and Seaside County Sanitation District, pending legal counsel approval, for the relocation of utilities prior to the construction phase of the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway project.
- 3.2.3** Authorized the Executive Director to enter into a Cooperative Agreement with Caltrans, pending legal counsel approval, for the construction phase of the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway project.
- 3.2.4** Regarding Fort Ord Regional Trail and Greenway - California Avenue Segment:
1. Approved the scope of work for a Request for Proposals for professional services to prepare design and right-of-way for the 1.8-mile California Avenue Segment of the Fort Ord Regional Trail and Greenway project, subject to agency counsel approval;
 2. Authorized staff to publish the Request of Proposals and return to the Board with a recommendation for approval of a consultant, including the final scope of work; and
 3. Approved the use of \$528,000 in State Active Transportation Program funds and \$800,000 in regional Measure X funds for a total amount not to exceed \$1,328,000.

PLANNING

- 3.3.1** Regarding Legislative Update:
1. Received update on state and federal legislative issues; and
 2. Adopted positions on proposed legislation.
- 3.3.2** Regarding Salinas Valley Safe Routes to Schools Contract Amendment #1:
1. Approved and authorized the Executive Director to execute Amendment #1 to the Salinas Valley Safe Routes to School Plan contract with Ecology Action, to extend the contract to December 31, 2024, and increase the budget in an amount not to exceed \$50,000 to add scope of work to provide safe routes to school steering committee facilitation services and create a Plan that is American Disabilities Act accessible for the period ending December 2024;
 2. Approved the use of Measure X and Caltrans Planning grant funds budgeted to this project; and
 3. Authorized 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.

PROJECT DELIVERY and PROGRAMMING

- 3.4.1** Regarding On-Call Traffic Engineering and Ancillary Services Contract:
1. Approved and authorized the Executive Director to execute a contract with GHD, Inc. subject to approval by Agency Council, in an amount not to exceed \$500,000 to provide on-call traffic engineering and ancillary services for the period ending June 31, 2026
 2. Approved the use of Measure X and Regional Surface Transportation Program funds budgeted to the various projects; and
 3. Authorized 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.
- 3.4.2** Approved Resolution 2023-05 designating the Executive Director as the authorized officer to sign certificates of acceptance for any deed or grant conveying any interest in or easement upon real estate to TAMC for public purposes.

RAIL PROGRAM

- 3.5.1** No items this month.

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 March 1, 2023
 - Rail Policy Committee – No meeting this month.
 - Bicycle and Pedestrian Facilities Advisory Committee - draft minutes of March 1, 2023
 - Technical Advisory Committee - draft minutes of March 2, 2023
 - Excellent Transportation Oversight Committee – No meeting this month.
- 3.7.2** Received Transportation Agency for Monterey County correspondence for March 2023.

END OF CONSENT AGENDA

4. SALINAS VALLEY SAFE ROUTES TO SCHOOL PLAN AND PARTICIPATORY BUDGETING

The Transportation Agency Board of Directors received a presentation on the Salinas Valley Safe Routes to School Plan and the participatory budgeting process.

Janneke Strause, Transportation Planner, reported that the Salinas Valley Safe Routes to School Plan is funded through a \$664,127 Caltrans Sustainable Transportation Planning Grant and \$126,501 of Measure X Safe Routes to School Program funds. Ms. Strause reported that the Salinas Valley Safe Routes to School Plan will identify barriers to safe access to all K-12 public schools in South County cities and recommend infrastructure and non-infrastructure improvements. An important component of the Plan is a participatory budgeting process that is designed to fast-track funding and implementation of safe routes to school projects that are meaningful to community members.

Ms. Strause noted the first participatory budgeting planning process was in the City of Greenfield. The Greenfield Safe Routes to School Steering Committee, made up of residents, students, and community advocates, developed a list of projects for the community to vote on. The ballot included 21 street safety projects, three projects for each public school in the city. After reviewing the election results, the Greenfield Safe Routes to School Steering Committee recommended four projects for near-term implementation that include filling sidewalk gaps, crosswalks, curb ramps, high visibility signage, and flashing stop signs, to the Greenfield City Council, which voted to approve funding the recommended projects during their March 14, 2023, council meeting. The Participatory Budgeting process in the cities of Gonzales, Soledad, and King City will occur this year.

5. 2023 PROGRAMMING GUIDELINES & COMPETITIVE GRANTS**M/S/C**

Potter/Lopez/unanimous

The Transportation Agency Board of Directors approved Programming Guidelines & Competitive Grants:

1. Approved programming \$3,600,000 of fair share formula Regional Surface Transportation Program (RSTP) Funds to the cities and County;
2. Approved setting aside \$1,800,000 (10%) of Regional Surface Transportation Program funds to the TAMC RSTP reserve;
3. Approved setting aside \$2,600,000 of RSTP funds to the Monterey County Rail Extension project;
4. Approved the 2023 Master Funding Agreement template allowing minor modifications as approved by agency council; and
5. Approved updated guidelines and application and released a call for projects to program \$10,750,000 of competitive Transportation Development Act 2% and RSTP funds.

Janneke Strause, Transportation Planner, reported the Transportation Agency periodically programs Regional Surface Transportation Program and Transportation Development Act 2% Bicycle and Pedestrian funds to local projects in formula share (fair share), TAMC set aside, and a competitive program. New in the 2024-2026 RSTP Program, \$2,600,000 is recommended for the Monterey County Rail Extension project and \$1,000,000 is recommended for a Quick-Build Project Pilot Program.

6. **HIGHWAY 1 ELKHORN SLOUGH RESILIENCY PROJECT**

M/S/C Church/Sandoval/unanimous

The Board of Directors received a presentation on the Highway 1 Elkhorn Slough resiliency project and authorized the Executive Director to pursue member designated funding for planning and environmental studies for the Highway 1 Elkhorn Slough resiliency project, including rail line amendments, and provided direction to staff as to next steps.

Christina Watson, Director of Planning, presented the Highway 1 Elkhorn Slough resiliency project as a candidate for state funding for planning activities. She noted that a 2020 AMBAG study found that in the long term, constructing improvements to elevate the highway out of the sea level rise zone will help avoid disruptions to traffic and goods movement due to sea level rise flooding of the highway.

Alissa Guther, Assistant Transportation Planner, noted that submitting the Highway 1 Elkhorn Slough Resiliency Project as a candidate for state funding for planning activities will help prepare the project for future local, state, and federal grant opportunities.

Director Muck noted that the 2020 AMBAG study is the starting point for the planning effort, noting that in addition to transportation improvements, this project can also benefit the Elkhorn Slough ecosystem, and that Caltrans supports pursuing planning funds for the project.

Chair LeBarre and Board Member Potter commented that the Union Pacific-owned coast mainline rail corridor should be included in future planning activities.

Bill Sabo, Monterey Regional Airport, asked if the City of Santa Cruz would be involved in the planning effort, noting delays at the bottleneck on Highway 1 is one reason why Santa Cruz County residents do not use the Monterey Airport.

Carl Sedoryk, Monterey-Salinas Transit, commented that the Highway 1 bottleneck has made the bus service to Watsonville very unreliable and difficult to serve.

Heather Adamson, AMBAG, noted that Santa Cruz County participated in the 2020 resiliency study.

7.

REPORTS FROM TRANSPORTATION PROVIDERS

Caltrans District 5 – Kelly McClendon announced Caltrans District 5 reached a historic milestone with 83 total projects worth more than \$1 billion dollars in active construction to repair and improve transportation infrastructure throughout District 5. Caltrans rewarded \$225 million for local roadway and safety projects, including \$1.3 million for Highway Safety, and to install sidewalks, streetlights, and a radar sign to alert motorists of speed on San Juan Grade Road near Boronda and Van Buren.

Mr. McClendon reported Caltrans' preparation of storm resources includes placing additional staff and emergency contractors on standby; maintaining drainage systems during the storms to avoid blockages and overtopping of roadways; and initiating public outreach to provide up-to-date road information. Caltrans is asking the public to limit nonessential travel during the peak of the storm in affected areas, and to be extremely cautious, not driving around safety barriers, road closure signs or through flooded areas. He highlighted some of the closures, noting that Highway 1 on the Big Sur coast remains closed between Ragged Point in San Luis Obispo County and Deetjen's Inn in Monterey County due to slides and washouts from ongoing winter storm events. Crews have been able to create a one-lane opening for evacuation purposes on Highway 1 at a slide just south of the Torre Canyon Bridge. In conclusion, Mr. McClendon noted that Caltrans engineers will continue to monitor the bridges and surrounding roadway over the course of the next months, and additional information on traffic closures in support of this reconstruction work will be provided as it becomes available.

Monterey Regional Airport District – Bill Sabo, Airport District Board Member, reported the Airport continues to do well, noting people are using the airport. He noted that during the recent weather conditions, the airport never lost service, they had no cancellations or diversions, and their delays were due to inbound flights from other airports. Airport is trying hard to lobby the Federal Aviation Administration for funding to provide for a new terminal.

Monterey Salinas Transit District – Carl Sedoryk, General Manager/CEO, reported MST participated in storm evacuations along with Santa Cruz Metro. He announced MST just had their Employee Appreciation Day, noting he handed out 100 certificates to their employees who worked above and beyond assisting during the evacuations. Mr. Sedoryk announced the MST SURF! busway project is now fully funded, as Monterey-Salinas Transit was selected to receive a \$14 million grant from the fiscal year 2024 Federal Transit Administration (FTA) Capital Investment Grant Program. An additional \$8.1 million of FY 23 funds was allocated to complete funding for the project as well for a total of over \$22 million. The program funds transit capital investments that include heavy rail, commuter rail, light rail, and bus rapid transit. The MST SURF! Busway and Bus Rapid Transit (SURF!) project was recommended by the Biden-Harris Administration to receive funding to support the construction of the six-mile dedicated busway along a former rail right-of-way parallel to California Highway 1.

Monterey Bay Air Resources District – David Frisbey reported on the Diesel Engine Replacement Program, which provides funding to encourage replacement of older heavy-duty motors/engines operated in one or more of the Air District’s three counties: Monterey, San Benito, and Santa Cruz. In 2018, MBARD received additional grant funding from the Air Resources Board for the Farmer, Community Air Protection Incentives, and NOx Remediation Measure programs. The types of equipment funded include irrigation pump engines, mobile agricultural equipment, fishing, and commercial marine vessels, and construction equipment. He announced they have nine-zero emission busses to deliver to three counties, noting there is a lot of demand for electric busses.

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

TAMC Board Chair LeBarre reported that he attended the CalCOG Regional Leadership Forum in Riverside on March 6-7; and Central Coast Legislative Day in Sacramento on March 15.

9. **EXECUTIVE DIRECTOR’S REPORT**

Executive Director Todd Muck congratulated Monterey-Salinas Transit for securing federal funds for their SURF! Busway project. He thanked the Board of Supervisors for approving the Highway 1 Elkhorn Slough resiliency project as a possible state funds recipient project. Director Muck reminded the Board members to submit their Fair Political Practice Commission Form 700 due April 1. In conclusion, Director Muck announced the “Move It Monterey County” spring challenge starts April 1.

10. **ANNOUNCEMENTS AND/OR COMMENTS**

None.

11. **ADJOURNMENT**

Chair LeBarre adjourned the meeting at 10:59 a.m.

13. **TAMC BOARD PHOTO**

The TAMC Board photo was postponed to a later date.



Memorandum

To: Board of Directors
From: Todd Muck, Executive Director
Meeting Date: April 26, 2023
Subject: TAMC payments for the month of March 2023

RECOMMENDED ACTION:

ACCEPT the list of checks written for March 2023 and credit card statement for the month of February 2023.

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 and ACH transfers processed for March 2023 total \$ 2,521,374.04 which includes payment of the February 2023 Platinum Plus Credit Card statement.

DISCUSSION:

During the month of February 2023 normal operating checks were written, as well as a check for \$1,750.00 to Burke, Williams & Sorensen LLP for right of way legal services, a check for \$30,664.98 to HDR Engineering Inc. for engineering design, two checks totaling \$4,257.50 to MNS Engineers Inc. for construction management, five checks each for \$181,037.33 to Alan R. and Diane M. Tarp, Bradley J. and Rosemary Tarp, Bryan E. and Patricia M. Neubert, Karla Ann Silva, and Rodney K. and Susan G. Neubert and a check for \$186,037.33 to William T. and Kathleen M. Tarp for real property, all for the Salinas Rail Extension Kick-Start Project, a two checks totaling \$215,842.64 to GHD Inc. for design engineering for FORTAG Segment 1, two checks totaling \$186,188.63 to Ecology Action for services for the Salinas Valley and ATP Every Child Safe Routes to School Project, a check for \$67,229.05 to Chicago Title Co. for purchase of right of way for the FORTAG Trail, an ACH transfer of \$583,150.00 to FHWA as matching funds for the FLAT Grant and an ACH transfer of \$10,533.50 to InComm Digital Solutions, LLC for the purchase of 38 visa vanilla cards for Greenfield Steering Community member participation in the Salinas Valley SRTS Plan.

ATTACHMENTS:

- ▣ Checks March 2023
- ▣ Credit Card February 2023

**Transportation Agency for Monterey County (TAMC)
 Union Bank Operating Account
 March 2023**

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
03/01/2023	20836 GHD Inc.	42,975.75		Engineering Design Services for FORTAG Segment 1
03/03/2023	EFT CalPers Health Benefits	16,947.79		Employee Benefit
03/03/2023	EFT Payroll	51,062.06		Payroll
03/03/2023	EFT United States Treasury	10,848.54		Payroll Taxes & Withholding
03/03/2023	EFT EDD	4,409.27		Payroll Taxes & Withholding
03/03/2023	EFT EDD	24.21		Payroll Taxes & Withholding
03/03/2023	EFT Pers Retirement	9,155.19		Employee Benefits
03/03/2023	EFT Pers Retirement PEPPA	8,037.58		Employee Benefits
03/03/2023	EFT CalPERS	2,564.36		Employee Benefits
03/03/2023	EFT Rita Goel	825.98		Section 125 Plan Reimbursement
03/03/2023	EFT Elouise Rodriguez	165.38		Office and Meeting Supplies
03/03/2023	EFT Ariana Green	150.00		Reimbursement for Workshop on Community-Based Social Marketing
03/07/2023	EFT State of California		103,160.91	Rural Planning Assistance (RPA) 2nd Qtr. 22/23
03/10/2023	20837 Alan R Tarp and Diane M Tarp	181,037.33		Purchase of Real Property for Rail Layover Facility
03/10/2023	20838 Bradley J Tarp and Rosemary Tarp	181,037.33		Purchase of Real Property for Rail Layover Facility
03/10/2023	20839 Bryan E Neubert and Patricia M Neubert	181,037.33		Purchase of Real Property for Rail Layover Facility
03/10/2023	20840 Karla Ann Silva	181,037.33		Purchase of Real Property for Rail Layover Facility
03/10/2023	20841 Rodney K Neubert and Susan G Neubert	181,037.33		Purchase of Real Property for Rail Layover Facility
03/10/2023	20842 William T Tarp and Kathleen M Tarp	186,037.33		Purchase of Real Property for Rail Layover Facility
03/10/2023	DEP City of Marina, Monterey Motors, Newton Bros. and Lithia		15,985.21	Railroad Right of Way Rent
03/17/2023	20843 Alvarez Technology Group, Inc. (CA)	3,011.98		Computer Support
03/17/2023	20844 AT & T (Carol Stream, IL)	442.36		Telecommunications, Call Box and Rideshare - Phone Service
03/17/2023	20845 Burke, Williams & Sorensen LLP	1,750.00		Right of Way Legal Services for Salinas Rail Extension Kick-Start Project
03/17/2023	20846 Business Card	9,667.70		Office and Project Supplies, SRTS and ATP Prizes and Staff Travel & Professional Training
03/17/2023	20847 Comcast	163.70		Telephone Service
03/17/2023	20848 Delta Dental	1,018.27		Employee Benefits
03/17/2023	20849 Ecology Action	98,051.48		Services for Safe Routes to School - Salinas Valley Projects
03/17/2023	20850 Void	0.00		Void
03/17/2023	20851 Khouri Consulting LLC	4,000.00		State Legislative Consultant
03/17/2023	20852 MCOG	2,000.00		Voluntary annual Dues
03/17/2023	20853 Mike LeBarre	556.70		Reimbursement for CALCOG Conference
03/17/2023	20854 MNS Engineers, INC.	3,507.50		Construction Management Services for Salinas Rail Extension Kick-Start Project
03/17/2023	20855 Sentry Alarm Systems	180.00		Office Security
03/17/2023	20856 Void	0.00		Void
03/17/2023	20857 Void	0.00		Void
03/17/2023	20858 Alvarez Technology Group (TX)	680.09		Computer Equipment Lease
03/17/2023	20859 Lynne Frey	192.50		Design Work for South 101 Pamphlet
03/17/2023	20860 Verizon Wireless	2.00		Call Box-Phone Service
03/17/2023	20861 De Lage Landen Financial Services	319.02		Office Copier Lease
03/17/2023	20862 MNS Engineers, INC.	750.00		Construction Management Services for Salinas Rail Extension Kick-Start Project
03/17/2023	20863 Oppidea, LLC	2,685.00		Accounting Services
03/17/2023	20864 JR Interpreting Inc.	450.00		Translation Services
03/17/2023	20865 Smile Business Products Inc.	189.76		Office Copier Expenses
03/17/2023	EFT Payroll	49,519.90		Payroll
03/17/2023	EFT United States Treasury	10,859.12		Payroll Taxes & Withholding
03/17/2023	EFT EDD	4,411.13		Payroll Taxes & Withholding
03/17/2023	EFT EDD	13.08		Payroll Taxes & Withholding

**Transportation Agency for Monterey County (TAMC)
 Union Bank Operating Account
 March 2023**

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
03/17/2023	EFT Pers Retirement	9,155.19		Employee Benefits
03/17/2023	EFT Pers Retirement PEPRA	2,564.36		Employee Benefits
03/17/2023	EFT CalPERS	9,526.10		Employee Benefits
03/17/2023	DEP Cardinale, Cippo and Marina Concrete		13,899.57	Railroad Right of Way Rent
03/22/2023	20866 Case Systems Inc.	10,677.20		SAFE Call Box - Maintenance
03/22/2023	20867 Chicago Title Company v	67,229.05		Purchase of ROW for FORTAG Trail
03/22/2023	20868 GHD Inc.	172,866.89		Engineering Design Services for FORTAG Segment 1
03/22/2023	20869 Void	0.00		Void
03/22/2023	20870 Lincoln National Life Insurance Co.	833.75		Employee Benefits
03/22/2023	20871 Office of the County Counsel	5,028.00		Legal Services
03/22/2023	20872 Sentry Alarm Systems	283.50		Office Security
03/22/2023	20873 The Maynard Group	366.16		Telephone Equipment Lease
03/22/2023	20874 HDR Engineering Inc.	30,664.98		Engineering Design Review for Salinas Rail Extension Kick-Start Project
03/22/2023	20875 CSMFO	125.00		Membership Dues
03/22/2023	20876 Ecology Action	88,137.15		Services for Safe Routes to School - ATP Every Child
03/22/2023	EFT Graniterock		8,783.88	Railroad Right of Way Rent
03/22/2023	EFT TAMC County Acct. 691		700,000.00	Funds Transfer From TAMC County Acct. 691
03/24/2023	DEP Haedrich		1,000.00	Railroad Right of Way Rent
03/24/2023	DEP State of California		33,038.99	SAFE - Revenue - January 2023
03/27/2023	EFT Union Bank	36.72		Bank Service Charges
03/27/2023	EFT State of California		201,000.00	STIP - Planning, Programming & Monitoring Funds 22/23
03/29/2023	20877 Clinica de Salud del Valle de Salinas	8,817.97		Office Rent
03/29/2023	EFT Federal Highways Administration	583,150.00		Matching Funds for FLAT Grant
03/31/2023	EFT InComm Digital Solutions, LLC	10,533.50		Expenses for Safe Routes to School
03/31/2023	EFT Payroll	50,147.31		Payroll
03/31/2023	EFT Unltd States Treasury	11,110.10		Payroll Taxes & Withholding
03/31/2023	EFT EDD	4,548.58		Payroll Taxes & Withholding
03/31/2023	EFT EDD	6.89		Payroll Taxes & Withholding
03/31/2023	EFT Pers Retirement	9,155.19		Employee Benefits
03/31/2023	EFT Pers Retirement PEPRA	2,564.36		Employee Benefits
03/31/2023	EFT CalPERS	9,526.10		Employee Benefits
03/31/2023	EFT Christina Watson	395.62		Reimbursement for CALCOG Conference
03/31/2023	EFT Jefferson Kise	126.77		Section 125 Plan Reimbursement
03/31/2023	EFT Elouise Rodriguez	122.55		Office and Meeting Supplies
03/31/2023	EFT Dave Delfino	462.36		Section 125 Plan Reimbursement
03/31/2023	EFT Todd Muck	401.31		Reimbursement for CALCOG Conference
03/31/2023	DEP City of Marina		7,112.00	Local Agency Contribution 23/24
03/31/2023	DEP Lithia		2,211.87	Railroad Right of Way Rent
Total		2,521,374.04	1,086,192.43	

Credit Card February 2023



ELOUISE RODRIGUEZ

Platinum Plus® for Business

February 05, 2023 - March 04, 2023

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 \$9,667.70
Minimum Payment Due \$96.68
Payment Due Date 03/30/23

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 \$5,355.42
 Payments and Other Credits -\$5,355.42
 Balance Transfer Activity \$0.00
 Cash Advance Activity \$0.00
 Purchases and Other Charges \$9,667.70
Fees Charged \$0.00
Finance Charge \$0.00

New Balance Total \$9,667.70
 Credit Limit \$7,600
 Credit Available \$0.00
 Statement Closing Date 03/04/23
 Days in Billing Cycle 28

Important Changes to Your Account Terms

Please read about account agreement changes on the 'Important Changes to the Account Terms' page in this statement. If you need assistance reading these revised terms on your ADA reader, please contact Customer Service at the number provided on your statement.

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
Payments and Other Credits				
02/21	02/19	PAYMENT - THANK YOU		- 5,355.42
TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD				-\$5,355.42
Purchases and Other Charges				

Account Number
February 05, 2023 - March 04, 2023

New Balance Total \$9,667.70
Minimum Payment Due \$96.68
Payment Due Date 03/30/23

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
\$

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

Mail this coupon along with your check payable to:
BUSINESS CARD,
or make your payment online at
www.bankofamerica.com

ELOUISE RODRIGUEZ

February 05, 2023 - March 04, 2023

Page 3 of 6

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
02/07	02/06	Device Magic Inc RALEIGH NC		160.50
02/08	02/08	TRUCKSIS ENTERPRISES I 831-947-8100 CA		721.89
02/09	02/08	INTUIT *TSheets CL.INTUIT.COMCA		148.00
02/10	02/08	FEDEX 394356303559 MEMPHIS TN		18.20
02/17	02/16	EL CHARRIT* EL CHARRIT SALINAS CA		35.50
02/17	02/16	COPYMAT SALINAS CA		69.16
02/17	02/16	AMZN Mktp US*HE93I55E2 Amzn.com/billWA		727.78
02/17	02/16	CALIFORNIA GOURMET PIZ SOLEDAD CA		133.12
02/23	02/21	STARBUCKS STORE 06629 SALINAS CA		40.00
02/23	02/20	ODP BUS SOL LLC # 1011 510-497-1900 CA		33.40
02/23	02/21	ODP BUS SOL LLC # 1011 510-497-1900 CA		64.45
02/24	02/22	ODP BUS SOL LLC # 1011 510-497-1900 CA		293.18
02/24	02/23	ASAP SIGNS AND PRINTIN SALINAS CA		244.18
02/27	02/24	PRICELN*HAMPTON INN RI 203-299-8000 CT		221.97
02/27	02/24	PRICELN*HAMPTON INN RI 203-299-8000 CT		187.97
02/27	02/24	PRICELN*HAMPTON INN RI 203-299-8000 CT		221.97
02/27	02/25	PRICELN*HAMPTON INN RI 203-299-8000 CT		655.59
02/27	02/26	ADOBE *ACROPRO SUBS 4085366000 CA		4,606.08
02/27	02/27	Mailchimp Atlanta GA		80.00
03/02	03/01	TST* The Bagel Corner 831-771-8670 CA		16.96
03/03	03/02	TST* The Bagel Corner 831-771-8670 CA		20.41
03/03	03/02	STAPLES DIRECT 800-3333330 MA		967.39
TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD				\$9,667.70

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	28.74% V	\$0.00	\$0.00

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

Important Messages

Your account balance is over the credit limit. Please contact us at the number on this statement to make a payment and bring the account balance below the credit limit.



Memorandum

To: Board of Directors
From: Rita Goel, Director of Finance & Administration
Meeting Date: April 26, 2023
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:

- ▢ Contracts under \$50,000-April 2023 Board

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: April 2023**

Staff	Consulting Firm/ Agency	Contract Activity	Start Date	End Date	Contract amount	Work Element	Fund Source
Theresa	PrintWorks.Solution	Print the 2022 TAMC Annual Report Printer	April 1, 2023	December 30, 2023	\$39,984	1130/8010	50% Reserves 50% Measure X
Ariana	J R Interpretation	Language interpretation for steering committees	August 16, 2022	December 31, 2024	\$19,200	7100	Measure X



Memorandum

To: Board of Directors
From: Christina Watson, Director of Planning
Meeting Date: April 26, 2023
Subject: **Conferences and Training Attended by Agency Staff**

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:

In early 2023, Janneke Strause and Alissa Guther attended three UC Berkeley Tech Transfer trainings: “Roundabouts: Balancing Safety and Mobility for All Users,” “Bikeway Facility and Master Planning,” and “California Manual on Uniform Traffic Control Devices (MUTCD) Overview and Updates”.

On March 5-7, Todd Muck, Christina Watson, and Ariana Green attended the California Council of Governments (CALCOG) Regional Leadership Forum in Riverside, CA with TAMC Chair Mike LeBarre.

Summaries of these conferences and trainings are attached.

ATTACHMENTS:

- ▣ Berkeley Tech Transfer
- ▣ CalCOG Regional Leadership Forum

Memorandum

To: Board of Directors
From: Janneke Strause, Transportation Planner and Alissa Guther, Assistant Transportation Planner
Meeting Date: April 26, 2022
Subject: Berkeley Tech Transfer Trainings

In the last four months, Janneke Strause, Transportation Planner and Alissa Guther, Assistant Transportation Planner, attended three UC Berkeley Tech Transfer trainings, “Roundabouts: Balancing Safety and Mobility for All Users,” “Bikeway Facility and Master Planning,” and “California MUTCD Overview and Updates” via videoconference. Understanding roundabout design, bike planning, and updates to the CA MUTCD, especially through the context of multimodal design, are essential functions as a Transportation Planner, including supporting the implementation of Complete Streets projects. Key takeaways from each training are below.

Roundabouts: Balancing Safety and Mobility for All Users

- Intersection Control Evaluation – policy directive 13-02 says a Roundabout is best practice for major intersection
- Roundabouts improve safety for all road users by reducing the number of conflicts between road users.
- Roundabouts still have conflicts, but they are angled rather than right angle conflicts and therefore less severe.
- The difference between a roundabout and a traffic circle is not only the size of the circle. Roundabouts require redesigning the curb, whereas with a traffic circle the curbs stay the same and in fact they work best when there are stop signs in one direction and yields on the other.
- The best practice for roundabout design is to include deflection prior to entering a roundabout
- Roundabout design takes a significant amount of time because they are so context sensitive.
- Roundabouts have a lower life cycle cost because they do not require electricity or software upgrades.
- The pedestrian crossing at a roundabout must be located at least 25’ behind the yield line. 25’ is the length of a typical vehicle and it would not encroach into the crosswalk if vehicle is at the yield line.

Bikeway Facility and Master Planning

- There are two types of safety: Nominal and Substantive. If you have no flexibility in your design guidelines, and your system is not performing, it's because you're not paying attention to substantive safety. Substantive safety is a continuum and it allows you to apply the local context.

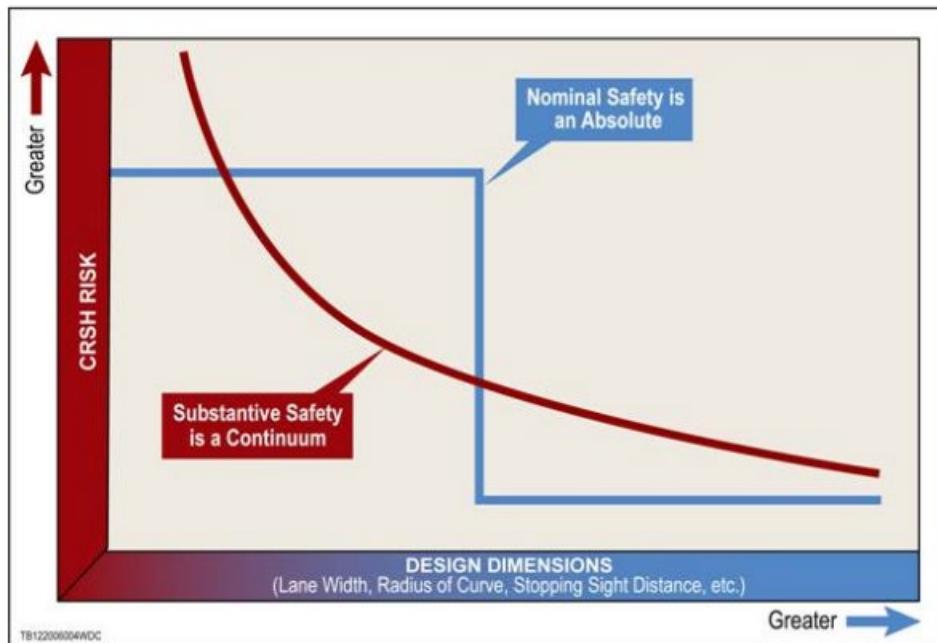


FIGURE 1

Comparison of nominal and substantive concepts of safety. A primary goal of design exception mitigation is to increase substantive safety. (Source: NCHRP Report 480, Transportation Research Board, 2002)

- The development of transportation projects is cyclical: planning and programming → engineering and design → construction → system operations → system preservation and maintenance → planning and programming
- One third of all car trips are less than 5 miles, so the focus should be on converting mode share of short trips
- The Bicycle Plan is a long horizon (25-year) planning document and the goal should be to preserve all ROW for potential bicycle facilities
- Regular collision data review by the governing body of a public agency is critical in effectively reducing crashes
- If you create a city that's comfortable for an 8-year old and an 80-year old, it will be comfortable for everyone in between
- Bicycling data collected in the American Community Survey can never be comparative to vehicle mode data because we ask the type of trip when on a bicycle but not for vehicle trips
- When developing an active transportation plan, keep bicycling and walking separate because they have different needs

California MUTCD Overview and Updates

- The CA MUTCD incorporates California and federal MUTCD and is 85-90% consistent with the federal MUTCD
- Federal MUTCD updates will be released May 2023 (11th edition), but it will not apply to CA until the federal rulemaking process is complete which takes about 2 years
- The CA Highway Design Manual is a reference document while the CA MUTCD is required by law to be followed by local agencies
- The CA MUTCD is a best practice, standard of care and failure to follow can create liability
- There are four levels of authority:
 1. Standard – required, mandatory, prohibited
 - “Shall” is often indicated
 2. Guidance – recommended but not mandatory
 - Engineering judgement or study can suggest a deviation (but must provide documentation)
 3. Option – permissive, no requirement or recommendation
 4. Support – informational statements, not degree of mandate
- Tips from Practitioner:
 - Follow all "Shall's" or find a true expert
 - Get agency's highest approval level if deviation necessary
 - Follow all "shoulds", or document why not
 - Look at "May's" and Consider
 - Look at "Support" to understand
- Only FHWA can authorize experimentation in conflict with fed MUTCD
 - Experiments are subject to state law
 - Caltrans must be notified
- CA MUTCD has much more rigid dimensions than Federal MUTCD
- CA MUTCD does not encourage marked uncontrolled crosswalks
 - Engineering study should be performed for crosswalks at uncontrolled locations
 - Study should include consideration of lanes, median, nearby traffic signal, ped volume and delay, additional Speed, geometry, lighting, etc.
- MUTCD Request to Experiment (RTE)
 - Must get FHWA permission
 - Must study before during and after
 - If results of multiple tests are promising, FHWA may issue an interim approval
- California Traffic Control Devices Committee (CTCDC) reviews and approves content of CA MUTCD
 - Reviews the FHWA MUTCD updates and how they will apply to CA
 - RTE Requestor must inform Caltrans via CTCDC to ensure experimentation complies to CA state law

The UC Berkeley Tech Transfer Course Notebooks for each training are attached.

Memorandum

To: Board of Directors
From: Todd Muck, Executive Director; Christina Watson, Director of Planning; Ariana Green, Principal Transportation Planner
Meeting Date: April 26, 2022
Subject: **California Council of Governments Regional Leadership Forum**

On March 5-7, Todd, Christina, and Ariana attended the California Council of Governments (CALCOG) Regional Leadership Forum in Riverside, CA with TAMC Chair Mike LeBarre.

Some highlights from this forum include:

- Peter Calthorpe, Calthorpe Analytics, spoke about the mismatch between the dominance of single-family housing supply and planned developments compared to the unmet strong demand for multifamily, affordable housing. Mr. Calthorpe suggested one strategy to solve this mismatch is to convert underutilized and low-density retail to housing, looking at the El Camino Real corridor in the southern Bay Area as an example of the potential for such conversion.
- Dr. Manuel Pastor, USC professor, addressed the demographic change in California, which was 69% non-Hispanic white in 1980 and became majority people of color (“majority minority”) in 2000, noting that the United States is on track to be “majority minority” by 2033/34. Dr. Pastor noted that climate vulnerabilities are more profound for low-income and communities of color and specifically noted the large aging Hispanic population; he recommended that communities should meet “face-to-face, race-to-race, place-to-place” to come up with community-generated solutions.
- “Transportation is the lifeblood of our economy” – Mark Tollefson, Undersecretary, CalSTA
- “Inclusive communities of opportunity” – Gustavo Velasquez, HCD Director
- “Broadband at the Forefront” Sunne McPeak with California Emerging Technology Fund made a case for a regional and multi-agency collaborative approach to expanding broadband access across California. Policy is needed to install more broadband infrastructure as part of roadway projects, especially in transportation disadvantaged communities.

The final program is available online here: <https://calcog.org/regional-leadership-forum-session-and-speakers/#more-7447>



TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Memorandum

To: Board of Directors
From: Aaron Hernandez, Assistant Transportation Planner
Meeting Date: April 26, 2023
Subject: Cap and Trade Funds for Transit

RECOMMENDED ACTION:

Low Carbon Transit Operations Program:

1. **ADOPT** resolution 2023-07 that the Transportation Agency for Monterey County shall act as a "contributing sponsor" and transfer its \$1,064,609 Fiscal Year 2022/2023 allocation of Low Carbon Transit Operations Program funds to the Monterey-Salinas Transit District to support the fuel cell battery electric bus facility retrofits; and
2. **AUTHORIZE** the Executive Director or his designee to sign and execute on behalf of the Transportation Agency for Monterey County any actions and agreements necessary to pass funds through to Monterey-Salinas Transit.

SUMMARY:

The California Legislature established the Low Carbon Transit Operations Program to distribute cap and trade funds to implement transit priority projects that reduce greenhouse gas emissions, with a priority on serving disadvantaged communities. Program funds are distributed to regional transportation planning agencies based on population and to transit agencies based on transit operator revenues. The Transportation Agency's allocation of Program funds is \$1,064,609 and Monterey-Salinas Transit's allocation is \$331,584 for a Monterey County total of \$1,396,193.

FINANCIAL IMPACT:

This action will authorize the Executive Director to designate the Transportation Agency's allocation of \$1,064,609 for FY 2022/23 to the Monterey-Salinas Transit District for fuel cell battery electric bus facility retrofits.

DISCUSSION:

The Low Carbon Transit Operations Program provides operations and capital assistance for transit projects that reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. This program is administered by Caltrans in coordination with the California Air Resources Board and the State Controller's Office. The Program receives an ongoing cap and trade revenues allocation of five percent (5%).

As a regional transportation planning agency, TAMC is a designated recipient of Program funds for Monterey County, and can act as a lead agency on eligible projects or as a "contributing sponsor" that can pass through funds to Monterey-Salinas Transit to support an eligible project. Program funds are allocated using the State Transit Assistance distribution formula, which allocates funding to transportation planning agencies based on population and to transit operators based on transit operator revenues. For agencies who service disadvantaged communities (DAC), at least 50% of the projects must benefit the disadvantaged community.

Because the Transportation Agency does not currently have an eligible project, the Agency will act as a contributing sponsor to support Monterey-Salinas Transit's proposal. Monterey-Salinas Transit is required to submit an allocation request to Caltrans by May 1, 2023 including a Board resolution from the contributing sponsor. MST is permitted to submit a draft resolution from TAMC with their application.

The Transportation Agency's contribution of \$1,064,609 and Monterey-Salinas Transit's allocation of \$331,584 will both go towards the following component of Monterey-Salinas Transit's proposal:

- Fuel cell battery electric bus facility retrofits - Operations and maintenance facility retrofits in preparation for deploying hydrogen fuel cell buses.

Monterey-Salinas Transit's proposal is an eligible project that is consistent with the Low Carbon Transit Operations Program guidelines. Staff recommends allocating the Transportation Agency's share to support Monterey-Salinas Transit's project.

ATTACHMENTS:

- ▢ MST Spending Proposal
- ▢ Resolution 2023-07: LCTOP Allocation FY2022-23

Monterey-Salinas Transit District's Spending Proposal

Project 1	
Project Name:	Fuel Cell Battery Electric Bus Facility Retrofits
LCTOP Request:	\$1,396,193
Description:	Operations and Maintenance Facility Retrofits in Preparation for Deploying Hydrogen Fuel Cell Buses
Contrib. Sponsor:	Transportation Agency for Monterey County
Benefit to a Priority Pop.:	DAC
DAC Funding:	\$698,097
TAMC (99313) Funds:	\$1,064,609
MST (99314) Funds:	\$331,584



**RESOLUTION NO. 2023-07
OF THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)**

***ALLOCATION OF \$1,064,609 OF LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FUNDS TO THE MONTEREY-SALINAS TRANSIT DISTRICT FOR FUEL CELL BATTERY ELECTRIC BUS
FACILITY RETROFITS, AND AUTHORIZING EXECUTION OF AGREEMENTS***

WHEREAS, the State of California enacted the Transit, Affordable Housing and Sustainable Communities Program (SB 862) in 2014 to reduce greenhouse gas emissions from the transportation sector; and

WHEREAS, SB 862 established the Low Carbon Transit Operating Program (LCTOP) to receive revenue from the sale of emission allowances in California’s Cap-and-Trade program and distribute these funds to Regional Transportation Planning Agencies (RTPAs) and transit operators eligible to receive State Transit Assistance funds pursuant to Sections 99313 and 99314 of the Public Utility Code (PUC) for transit projects which reduce greenhouse gas emissions; and

WHEREAS, the Transportation Agency for Monterey County (TAMC) and the Monterey-Salinas Transit District (MST) are the eligible recipients of LCTOP funds in Monterey County; and

WHEREAS, TAMC may elect to act as a contributing sponsor and transfer its share of funds to MST; and

WHEREAS, MST has determined that the Fuel Cell Battery Electric Bus Facility Retrofits is the most appropriate use for the allocation of LCTOP funds to MST; and

WHEREAS, MST has committed these funds in accordance with applicable statutes, regulations, and guidelines for the Low Carbon Transit Operations Program; and

WHEREAS, the Fuel Cell Battery Electric Bus Facility Retrofits is expected to reduce greenhouse gas emissions, increase transit ridership, serve low-income and disadvantaged communities within MST’s county-wide service area, and is consistent with the Monterey County Regional Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Transportation Agency for Monterey County shall act as a “contributing sponsor” and transfer its \$1,064,609 Fiscal Year 2022/2023 allocation of Low Carbon Transit Operations Program funds to the Monterey-Salinas Transit District to support the fuel cell battery electric bus facility retrofits.
2. The Executive Director or his designee is authorized to sign and execute on behalf of the Transportation Agency for Monterey County any actions and agreements necessary to pass fund through to Monterey-Salinas Transit.

PASSED AND ADOPTED by the Transportation Agency for Monterey County, State of California this 26th day of April 2023, by the following votes:

AYES:

NOES:

ABSENT:

MIKE LEBARRE, CHAIR
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

ATTEST:

TODD MUCK, EXECUTIVE DIRECTOR
TRANSPORTATION AGENCY FOR MONTEREY COUNTY



Memorandum

To: Board of Directors
From: Aaron Hernandez, Assistant Transportation Planner
Meeting Date: April 26, 2023
Subject: Federal Funds for Rural Transit and Intercity Bus

RECOMMENDED ACTION:

Federal Funds for Rural Transit and Intercity Bus Operations:

1. **ADOPT** Resolution 2023-06 authorizing Transportation Agency Staff to program \$300,000 Federal Transit Administration Section 5311(f) Intercity Bus Program funds to Monterey-Salinas Transit in operating assistance funding to restore MST Line 59: Salinas-Gilroy;
2. **AUTHORIZE** the Executive Director or his designee to execute and file Certifications and Assurances of the Transportation Agency; and
3. **AUTHORIZE** the Executive Director or his designee to provide additional information as the Department may require in connection to the Transportation Agency and/or Transportation Agency-sponsored Section 5311(f) projects.

SUMMARY:

The Federal Transit Administration provides operating support for rural transit services through Section 5311 non-urbanized funding program. Section 5311(f) program funds support Intercity Bus operations. Monterey-Salinas Transit (MST) proposes to restore Line 59 services between Salinas and Gilroy. TAMC approval is necessary for Monterey-Salinas Transit to receive Section 5311(f) funding to operate rural transit service and intercity bus operations.

FINANCIAL IMPACT:

The estimated apportionment of Federal Transit Administration funds for Section 5311(f) is \$300,000.

DISCUSSION:

The Transportation Agency reviews and adopts a Certifications and Assurances by resolution to ensure that transit projects meet Federal Transit Administration requirements for this funding program (see **attachments**). Caltrans apportions and distributes these federal funds on a population formula basis.

The Federal Transit Administration's Section 5311(f) Intercity Bus Program in California is designed to address the "intercity bus transportation needs of the entire state" by supporting projects that provide transportation between non-urbanized areas and urbanized areas that result in connections of greater regional, statewide, and national significance. Monterey-Salinas Transit has utilized these funds to continue existing intercity bus operations on Line 84 - King City-Paso Robles. For the Federal Fiscal Year 2023, \$300,000 is available for operating assistance projects only. MST has applied for these operating assistance funds to restore Line 59 which would bring intercity service back to Monterey County from Salinas to Gilroy.

The recommended actions are necessary to claim federal transit funding apportioned to Monterey County and for Monterey-Salinas Transit to apply for federal operating support for rural transit service in South County and provide intercity bus operations. Due to the March 9 deadline, the Executive Director has already approved the Certifications and Assurances and is seeking ratification by the Board.

ATTACHMENTS:

- ▣ 5311(f) Certs & Assurances
- ▣ Resolution 2023-06 Authorizing Federal Funds for Intercity Bus Operations



Certifications and Assurances of the MPO's and RTPA's

General Information:			
Regional Agency Name:	Transportation Agency for Monterey County	Contact Person:	Aaron Hernandez
Contact Email:	aaron@tamcmonterey.org	Contact Phone:	831-775-4412
Name of Subrecipient:	Monterey-Salinas Transit District	Project Description:	Operating Assistance FY2023 - Route 59

Project Amount and Fund Type:				
Federal Share	Local Share	Fares	Toll Credits (if any)	Total Project Cost
\$ 300,000	\$ 336,090	\$ 70,677	\$ 0	\$ 706,767

Local Share Types:	
Local Share Type (LTF, STA, etc.)	Amount
LTF	\$ 261,090
VTA Partnership	\$ 75,000
Total:	\$ 336,090
Please reach out to your Liaison if you need more entries	



Federal Transportation Improvement Program - Metropolitan Planning Organizations and Regional Transportation Planning Agency. Rural non-MPO agencies do not need to provide this information; the State will provide this information.


Document (or Amendment) Number	Document (or Amendment) Year	FHWA/FTA Federally Approved TIP (Date)
2	2022-2026	12/16/2022

Check all that apply below:

<input checked="" type="checkbox"/>	Some combination of state, local, or private funding sources have been or will be committed to provide the required local share.
<input checked="" type="checkbox"/>	The subrecipient has coordinated with other transportation providers and users in the region, including social service agencies capable of purchasing service.
<input checked="" type="checkbox"/>	The amount requested does not exceed the Federal funds provided to this agency in the approved Federal TIP or Federal Statewide TIP (FSTIP)
<input checked="" type="checkbox"/>	The regional agency or TPA has approved, by resolution, the programming of funds for this Project and Project has met all Statewide Transportation Improvement Program (STIP) requirements.

Certifying Representative:

By signing below, I have read and acknowledge that my agency is in compliance with certifications and assurances as stated above.

Name:	Todd Muck	Title:	Executive Director
Signature:	DocuSigned by:  37544CBF1A7C41E...	Sign Date:	3/6/2023
Electronic signatures are accepted			



**RESOLUTION NO. 2023-06
OF THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)**

**AUTHORIZING FEDERAL FUNDING UNDER THE FEDERAL TRANSIT ADMINISTRATION
SECTION 5311 (f) PROGRAM (49 U.S.C. SECTION 5311 (f)) WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital and operating assistance projects for non-urbanized public transportation systems under Section 5311 (f) Intercity Bus Program of the Federal Transit Act; and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 (f) Intercity Bus Program grants for public transportation projects; and

WHEREAS, Monterey-Salinas Transit (MST) desires to apply for said financial assistance, including operating support for service between the cities of Salinas and Gilroy, and connections to the intercity bus network; and

WHEREAS, MST is the Consolidated Transportation Services Agency for Monterey County and has, to the maximum extent feasible, coordinated with other transportation providers and users in the region including social service agencies capable of purchasing service, and

WHEREAS, subsequent to award of the project, the Transportation Improvement Plan (TIP) will be amended to include this project;

WHEREAS, MST has committed to provide some combination of state, local, or private funding sources for the required local share.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Staff is authorized to program \$300,000 Federal Transit Administration Section 5311(f) Intercity Bus Program funds to Monterey-Salinas Transit in operating assistance funding to restore MST Line 59: Salinas – Gilroy.
2. The Executive Director or his designee is authorized to execute and file Certifications and Assurances of the Transportation Agency, and
3. The Executive Director or his designee is authorized to provide additional information as the Department may require in connection to the Transportation Agency and/or Transportation Agency-sponsored Section 5311(f) projects.

PASSED AND ADOPTED by the Transportation Agency for Monterey County, State of California this 26nd day of April 2023, by the following vote:

AYES:

NOES:

ABSENT:

MIKE LEBARRE, CHAIR
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

ATTEST:

TODD MUCK, EXECUTIVE DIRECTOR
TRANSPORTATION AGENCY FOR MONTEREY COUNTY



Memorandum

To: Board of Directors
From: Janneke Strause, Transportation Planner
Meeting Date: April 26, 2023
Subject: **Bicycle and Pedestrian Committee Nominations**

RECOMMENDED ACTION:

APPROVE the appointments of Victor Tafoya to serve as Supervisorial District 2 primary representative and Mark Chaffey as Velo Club primary 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.

Victor Tafoya is being nominated by Supervisor Glenn Church to represent District 2 on TAMC's Bicycle and Pedestrian Facilities Advisory Committee. Mr. Tafoya has lived in District 2 for 25 years and has experienced firsthand the benefits of having safe and accessible roads for pedestrians and bicyclists. His objective while being on the committee is to ensure the Transportation Agency for Monterey County is working on improving access and safety for bicyclists and pedestrians in Monterey County. He currently serves on the Library and Community Service Commission for the City of Salinas.

Mark Chaffey is being nominated by Velo Club President Patrick Tregenza to represent Velo Club Monterey on TAMC's Bicycle and Pedestrian Facilities Advisory Committee. As a lifelong cyclist and former cycle commuter, Mr. Chaffey is very interested in expanding bicycle infrastructure and encouraging cycling as a viable form of transportation and recreation. He would like to see Monterey County evolve toward having a world class infrastructure for cycle transportation and recreation and he would like to use his passion and experience and add his voice to the many others working on bicycle issues in the county.

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

WEB ATTACHMENTS:

[Tafoya - Nomination and Application](#)

[Chaffey - Nomination and Application](#)



Memorandum

To: Board of Directors
From: Christina Watson, Director of Planning
Meeting Date: April 26, 2023
Subject: Legislative Update

RECOMMENDED ACTION:

Legislative Update

1. **RECEIVE** update on state and federal legislative issues; and
2. **ADOPT** positions on proposed legislation.

SUMMARY:

This report includes updates on state and federal legislative activities and proposed positions on draft legislation as recommended by the Executive Committee at their April 5 meeting.

FINANCIAL IMPACT:

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

DISCUSSION:

Attachment 1 is a state report and **web attachment 1** is a news release from Assembly Member Dawn Addis announcing the formation of a new Central Coast Caucus. **Attachment 2** is a draft state bill list. Changes to the bill list adopted by the TAMC Board on March 22 are indicated by cross-out and underline. **Web attachment 2** is the adopted 2023 legislative program. On April 5, the Executive Committee discussed and recommended the Board adopt positions on legislation that may impact the Agency, as follows:

- Assembly Bill (AB) 557 (Hart): "Open Meetings: local agencies: teleconferences" would remove the January 1, 2024, sunset on the Brown Act exemptions for boards to meet virtually during a state of emergency declaration as provided under AB 361, and changes the timing for the Board adoption of the finding from every 30 to every 45 days. The Executive Committee recommends a **support** position.
- AB 817 (Pacheco): "Open meetings: teleconferencing: subsidiary body" would authorize a subsidiary body to use teleconferencing if the legislative body adopts findings once per year. The Executive Committee recommends a **support** position, as this bill would empower the Board to allow its advisory committees to meet using teleconferencing without the current noticing requirements, as long as it follows other public notice and comment rules.
- Senate Bill (SB) 537 (Becker): "Open Meetings: local agencies: teleconferences" would allow multijurisdictional agencies to teleconference without the traditional Brown Act's posting requirements – entities that may benefit from this bill would include the Association for Monterey Bay Area Governments (AMBAG) and the Coast Rail Coordinating Council. The Executive Committee recommends a **support** position.
- SB 670 (Allen): "State Air Resources Board: vehicle miles traveled: maps" was amended on March 20 to remove the reasons for TAMC's prior position of oppose; staff now recommends a **watch** position, pending further

changes to the bill.

- SB 746 (Eggman): "Energy conservation contracts: alternate energy equipment: electrolytic hydrogen" would add hydrogen to the list of primary fuel sources under the definition of "alternate energy equipment". As amended March 20, the bill allows transit districts to enter into hydrogen sales agreements. The Executive Committee recommends a **support** position.

The President's draft budget was announced on March 9, 2023. The draft budget recommended a funding allocation to Monterey-Salinas Transit for the SURF! Busway and Bus Rapid Transit Project: \$22.17M from the Federal Transit Administration Capital Investment Grant Program (**web attachment 3**).

Per Board direction, staff submitted earmark funding requests to both Senators and both Congressional Representatives for the County's Pajaro to Prunedale G12 Corridor Project, Segment 6: Pajaro and Salinas Road Project. Despite the team's best efforts, the project was not nominated for funding this round.

ATTACHMENTS:

- State Legislative Update
- Draft bill list

WEB ATTACHMENTS:

1. [Addis Announces Formation of Central Coast Legislative Caucus](#)
2. [TAMC's adopted 2023 Legislative Program](#)
3. [Federal Transit Administration: MST SURF! project](#)



March 16, 2023

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

GENERAL UPDATE

The legislature is currently deliberating on addressing the \$22.5 billion shortfall identified in the Governor’s FY 23-24 January Budget. Per the Constitution, the legislature must submit a balanced budget to the Governor by June 15, and the Governor must sign by June 30. Due to its reliance on special funds such as the gas tax and vehicle registration fee, transportation is fairly insulated from impacts to the General Fund.

On March 10, Senate Budget Subcommittee #5, which oversees transportation budget issues, met to discuss the Governor’s FY 23-24 January Budget Proposal. Comments by Chair Elena Durazo and Senator Josh Newman aimed to find solutions to retain funding for public transportation to maintain investments to encourage mode shift and improve air quality. Senator Kelly Seyarto expressed concerns over not keeping the State Highway Account whole by diverting funding to the Active Transportation Program. The subcommittee will hold all items open until the release of the May Revision before taking final action.

Brown Act Bills

During the COVID-19 pandemic, the need for social distancing made the usual practices for in-person public meetings impossible to continue. Governor Gavin Newsom, via a slew of emergency orders issued in response to the pandemic – Exec. Order No. N-25-20 (Mar. 12, 2020); N-29-20 (Mar. 17, 2020); N-08-21 (Jun. 11, 2021) – suspended many of the Brown Act (local governments and special districts) and Bagley-Keene Act’s requirements (state agencies and commissions) for teleconferenced meetings.

In 2021, the legislature enacted AB 361 (Rivas), Chapter 165, Statutes of 2021, which provided an exception to the Brown Act through 2024, if a state of emergency is declared, to allow all members of a board to meet virtually without complying with the Brown Act's teleconferencing quorum, meeting notice, and agenda requirements. Boards must adopt findings every 30 days to extend the opportunity to meet virtually. Governor Newsom's state of emergency declaration on the COVID-19 pandemic expired on February 28. Therefore, using AB 361 would necessitate issuing another state of emergency declaration.

In 2022, the legislature enacted AB 2449 (Rubio), Chapter 285, Statutes of 2022, allowing individual members of local boards to participate virtually without posting their location if at least a quorum of the members of the body participates in person at a singular physical location, and the public can participate virtually, as long as those members meet very specific and limited criteria, through January 1, 2026. Unfortunately this bill does not solve the problems and introduces complexities that TAMC staff feel are unnecessary; the TAMC Board adopted a policy to not utilize the provisions of AB 2449, but instead follow the original Brown Act rules for remote participation, namely that an alternate location be noticed in the agenda from which members of the Board or Committee can participate, and that the meeting location be posted at that location and that it be open to the public.

TAMC staff anticipates that TAMC's technical and citizens advisory committees may struggle to establish a quorum. Virtual meetings help to reduce vehicle miles traveled. TAMC's 2023 legislative program includes the following priority (15S): "Modernize the Brown Act to enhance transparency and wider public access to allow the use of remote access to public meetings without requiring noticing of all remote Board or committee member locations, provided the public can participate via remote access software or in-person." The following bills have been proposed to amend the Brown Act:

AB 557 (Hart) would remove the January 1, 2024, sunset on the Brown Act exemptions for boards to meet virtually during a state of emergency declaration as provided under AB 361, and changes the timing for the Board adoption of the finding from every 30 to every 45 days. This bill is only useful if there is a state of emergency, but TAMC staff recommends a "support if amended" position in the hopes that this bill might be a vehicle for future amendments that would make it more useful in non-pandemic situations.

AB 817 (Pacheco), jointly sponsored by the California Association of Recreation and Park Districts and the League of California Cities, was amended on March 16 to authorize advisory committees to a legislative body to meet remotely.

SB 411 (Portantino) would allow local boards with appointed members subject to the Brown Act with a population of over 3 million to meet remotely. As drafted, this bill only applies to Los Angeles County.

AB 1348 (Grayson) and **SB 537 (Becker)** are additional spot bills for Brown Act amendments.

TAMC Bill Matrix – April 2023

Measure	Status	Bill Summary	Recommended Position
<p>AB 6 (Friedman) Transportation Planning: local sales tax measures <u>regional transportation plans: Solutions for Congested Corridors</u></p>	<p>3/27/23 Assembly Natural Resources</p>	<p>Spot bill for legislation that would require regional transportation agencies to prioritize and fund transportation projects, including those funded by a local sales tax measure, that significantly contribute towards the goals outlined in a region’s sustainable communities strategy and the state’s climate goals. <u>This bill would require the State Air Resources Board to establish additional greenhouse gas emission targets for automobiles and light trucks. This bill would require each Solutions for Congested Corridors project nomination to demonstrate how the project would contribute to achieving the state’s greenhouse gas emission reduction targets.</u></p>	<p>Watch Priority 1S</p>
<p>AB 7 (Friedman) Transportation: capacity projects <u>project selection processes</u></p>	<p>3/27/23 Assembly Appropriations</p>	<p>Spot bill for legislation that would eliminate single occupancy vehicle freeway capacity projects and allow capacity projects only for bus rapid transit, rail, active transportation purposes, projects that significantly add safety, and projects that significantly reduce congestion without interfering with existing maintenance and rehabilitation needs. <u>This bill would require the project selection process for each transportation project that would be funded from specified funding sources, including the State Highway Account, the Road Maintenance and Rehabilitation Account, and the Trade Corridor Enhancement Account, to incorporate specified principles: improving safety and resilience of highway system, accelerating environmental review through the One Federal Decision framework, making streets accessible compliant with the Americans with Disabilities Act, addressing storm runoff, electric vehicle charging stations, and reconnecting disadvantaged communities in the planning, projects election, and design process.</u></p>	<p>Watch Priority 1S</p>

TAMC Bill Matrix – April 2023

Measure	Status	Bill Summary	Recommended Position
AB 9 (Murasutchi) California Global Warming Solutions Act of 2006: emissions limit	1/26/23 Assembly Natural Resources	This bill would require the California Air Resources Board to ensure that statewide greenhouse gas emissions are reduced to at least 55%, rather than 40%, below the 1990 level by no later than December 31, 2030.	Watch Priority N/A
AB 53 (Fong) Motor Vehicle Fuel Tax Law: suspension of tax	3/30/23 Assembly Transportation	This bill would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise been applied to the transaction.	OPPOSE Priority 1S Letter sent 3/24
AB 69 (Waldron) Transportation: traffic signal synchronization: roadway improvement projects	2/2/23 Assembly Transportation	This bill would authorize moneys in the Greenhouse Gas Reduction Fund to be allocated for an investment in a traffic signal synchronization component that is part of a roadway improvement project requiring multiple signals, including multimodal redevelopment projects, rail trail projects, urban renewal projects, or a project near transit facilities, if the component is designed and implemented to achieve cost-effective reductions in greenhouse gas emissions and includes specific emissions reduction targets and metrics to evaluate the project's effect.	Watch Priority 14S

TAMC Bill Matrix – April 2023

Measure	Status	Bill Summary	Recommended Position
AB 295 (Fong) Caltrans: maintenance projects	2/9/23 Assembly Transportation	This bill would authorize Caltrans to enter into agreements with local governmental entities, fire departments, fire protection districts, fire safe councils, and tribal entities to perform specified projects authorized by Caltrans on roadways managed by Caltrans including activities related to roadside maintenance and the removal and clearing of material.	Watch Priority N/A
AB 463 (Hart) <u>Electricity: prioritization of service: public transit vehicles</u>	<u>3/23/23</u> <u>Assembly Appropriations</u>	<u>This bill requires energy companies (investor-owned utilities) to prioritize maintaining service to public transportation during power grid disruptions, rolling blackouts, Public Safety Power Shutoffs (PSPS), or natural disasters by adding public transportation to the Public Utilities Commission’s list of essential use.</u>	Watch <u>Priority N/A</u>
AB 557 (Hart) Open Meetings: local agencies: teleconferences	2/17/23 Assembly Local Government	This bill would remove the January 1, 2024, sunset on the Brown Act exemptions for boards to meet virtually during a declared state of emergency declaration provided under AB 361 (Rivas), Chapter 165, Statutes of 2021.	Watch <u>SUPPORT</u> Priority 15S
AB 610 (Holden) Youth Transit Pass Pilot Program: free youth transit passes	3/14/23 Assembly Appropriations	Upon the appropriation of moneys by the Legislature, this bill would create the Youth Transit Pass Pilot Program, administered by Caltrans for purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, distributing, and implementing free youth transit passes to persons attending certain educational institutions, providing free transit service to holders of those passes, and administering and participating in the program. Riders under the age of 18 would be authorized to use a system for free. This bill is like AB 1919 (Holden) from 2022, which TAMC supported.	Watch Priority 2S

TAMC Bill Matrix – April 2023

Measure	Status	Bill Summary	Recommended Position
AB 744 (Carillo) California Transportation Commission: data, modeling, and analytic software tools procurement	3/21/23 Assembly Appropriations	Upon the appropriation of funds by the Legislature, this bill would require the California Transportation Commission (CTC) to acquire public domain or procure commercially available or open-source licensed solutions for data, modeling, and analytic software tools to support the state’s sustainable transportation, congestion management, affordable housing, efficient land use, air quality, and climate change strategies and goals. The bill would require the CTC to provide access to the data, modeling, and analytic software tools to state and local agencies. This bill would authorize the CTC to establish best practices for use of data in transportation planning and to identify data elements that should be made available to state and local agencies for transportation planning.	Watch Priority 2S
AB 761 (Friedman) Transit Transformation Task Force	3/21/23 Assembly Appropriations	This bill would require the Secretary of the California State Transportation Agency to establish and convene the Transit Transformation Task Force to include representatives from Caltrans, the Controller’s office, various local agencies, academic institutions, nongovernmental organizations, and other stakeholders. The task force would be required to develop a process for early engagement to develop policies to grow transit ridership and improve the transit experience for all users of those services.	Watch Priority 3S
AB 817 (Pacheco) <u>Open meetings:</u> <u>teleconferencing:</u> <u>subsidiary body</u>	<u>3/16/23</u> <u>Assembly Local Government</u>	<u>This bill would authorize a subsidiary body to use alternative teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency. In order to use teleconferencing pursuant to this act, the bill would require the legislative body that established the subsidiary body by charter, ordinance, resolution, or other formal action to make specified findings by majority vote, before the subsidiary body uses teleconferencing for the first time and every 12 months thereafter.</u>	<u>SUPPORT</u> <u>Priority 15S</u>

TAMC Bill Matrix – April 2023

Measure	Status	Bill Summary	Recommended Position
AB 825 (Bryan) Vehicles: bicycles on sidewalks	3/21/23 Assembly Appropriations	This bill would prohibit a local authority from prohibiting the operation of a bicycle on a sidewalk adjacent to a highway or corridor that does not include a Class I, Class II, or Class IV bikeway. The bill would require a person riding a bicycle upon a sidewalk to yield the right-of-way to pedestrians and to adhere to a 10-miles-per-hour speed limit.	Watch Priority 9S
<u>AB 930 (Friedman)</u> <u>Reinvestment in Infrastructure for a Sustainable and Equitable California (RISE) districts</u>	<u>3/2/23</u> <u>Assembly Local Government</u>	<u>This bill would authorize the legislative bodies of 2 or more local governments, defined to include a city, county, special district, or transit agency, to jointly form a Reinvestment in Infrastructure for a Sustainable and Equitable California district (RISE district) in accordance with specified procedures. The bill would require the Office of Planning and Research (OPR) to develop standards for the formation of RISE districts. The bill would provide for the establishment of a governing board of a RISE district with representatives of each participating local government.</u>	<u>Watch</u> <u>Priority 1S</u>
<u>AB 1335 (Zbur)</u> <u>Local government: transportation planning and land use: sustainable communities strategy</u>	<u>3/28/23</u> <u>Assembly Appropriations</u>	<u>This bill would require each transportation planning agency to follow certain population projection procedures when updating the regional transportation plan. The bill would require the sustainable communities strategy to be based on population projections produced by the Department of Finance and regional population forecasts used in determining applicable city and county regional housing needs. The bill would impose similar reconciliation procedures when there are differences in the population forecast provided by the council of governments and the Department of Finance.</u>	<u>Watch</u> <u>Priority 1S</u>

TAMC Bill Matrix – April 2023

Measure	Status	Bill Summary	Recommended Position
<p>AB 1348 (Grayson) Local government: open meetings: State government: Controller: audit claims</p>	<p>3/21/23 Assembly Accountability and Administrative Review</p>	<p>Spot bill for legislation to modify the Ralph M. Brown Act. This bill has been amended to address non-germane issues relating to audits with the Department of General Services and is no longer relevant to TAMC. Will be deleted from the list.</p>	<p>Watch Priority 15S</p>
<p>AB 1379 (Papan) <u>Open meetings: local agencies teleconferencing</u></p>	<p><u>3/27/23</u> <u>Assembly Local Government</u></p>	<p><u>This bill, with respect to Brown Act provisions on teleconferencing, would require a legislative body electing to use teleconferencing to post agendas at a singular designated physical meeting location rather than at all teleconference locations. The bill would remove the requirements for the legislative body of the local agency to identify each teleconference location in the notice and agenda, that each teleconference location be accessible to the public, and that at least a quorum of the members participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The bill would instead provide that, for purposes of establishing a quorum of the legislative body, members of the body may participate remotely, at the designated physical location, or at both the designated physical meeting location and remotely. The bill would require the legislative body to have at least 2 meetings per year in which the legislative body’s members are in person at a singular designated physical meeting location.</u></p>	<p><u>Watch</u> <u>Priority 15S</u></p>

TAMC Bill Matrix – April 2023

Measure	Status	Bill Summary	Recommended Position
AB 1385 (Garcia) <u>Local transportation funds: transit operators Riverside County Transportation Commission: transaction and use tax</u>	2/17/23 Introduced	<p>Spot bill for legislation to amend transit farebox recovery ratio qualification requirements. This bill has been amended to address local sales tax issues pertaining to the Riverside County Transportation Commission and is no longer relevant to TAMC. Will be deleted from the list.</p>	<p>Watch Priority 12S</p>
AB 1525 (Bonta) <u>Transportation Agency: allocations for projects in priority populations</u>	<u>3/23/23</u> Assembly Transportation	<p><u>The bill requires CalSTA to ensure that at least 60% of the moneys allocated for transportation projects are allocated for projects located in priority populations, address an important need of priority populations, and provide at least 5 direct, meaningful, and assured benefits, or additional co-benefits, to priority populations. Project is defined as road repairs, installing bike lanes, and developing dedicated bus lanes and bus stations.</u></p>	<p><u>Watch</u> Priority 1S</p>
ABx1 2 (Fong) Motor Vehicle Fuel Tax Law: suspension of tax	12/6/22 Assembly Pending Referral	<p>This bill would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise been applied to the transaction. This bill is identical to AB 53.</p>	<p>OPPOSE Priority 1S Letter sent 3/24</p>

TAMC Bill Matrix – April 2023

Measure	Status	Bill Summary	Recommended Position
<p>SB 32 (Jones) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension</p>	<p>3/27/23 Senate Environmental Quality</p>	<p>This bill would suspend the Low Carbon Fuel Standard regulations, adopted by the California Air Resources Board to reduce greenhouse gas emissions, for one year. The bill would exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year. This bill, like AB 53 and ABx1 2, and identical to SBx1 1, would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction. This bill would require that all savings realized based on the suspension of the motor vehicle fuels tax, the suspension of the Low Carbon Fuel Standard regulations, and the exemption of suppliers of transportation fuels from regulations for use of market-based compliance mechanisms by a person other than an end consumer be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws.</p>	<p>OPPOSE Priority 1S Letter sent 3/24</p>
<p>SB 304 (Laird) Monterey-Salinas Transit District: public contracting</p>	<p>3/21/23 Senate Transportation</p>	<p>This bill would increase, from \$100,000 to \$150,000, the monetary threshold for the Monterey-Salinas Transit District (MST) to award contracts for the purchase of supplies, materials, and equipment, to the lowest responsible bidder, or to the responsible bidder that provides the best value. The bill would require MST to obtain a minimum of 3 quotes that permit prices and terms to be compared whenever the expected expenditure required for the purchase exceeds \$10,000 but does not exceed \$150,000. The bill would apply those rules concerning monetary thresholds for contracts to contracts for the purchase of services, <u>excluding services related to certain public construction projects and architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services.</u></p>	<p>SUPPORT Priority 16S Letter sent 3/24</p>

TAMC Bill Matrix – April 2023

Measure	Status	Bill Summary	Recommended Position
SB 411 (Portantino) Open meetings: teleconferences: bodies with appointed membership	2/22/23 Senate Governance & Finance	This bill would allow local boards with appointed members subject to the Brown Act with a population of over 3 million to meet remotely.	Watch Priority 15S
SB 537 (Becker) Open meetings: local agencies: teleconferences	3/29/23 Senate Governance and Finance	Spot bill for legislation to modify the Ralph M. Brown Act. <u>This bill would authorize certain legislative bodies to use alternate teleconferencing provisions like the emergency provisions indefinitely and without regard to a state of emergency. The bill would require a legislative body to provide a record of attendance on its internet website within 7 days after a teleconference meeting. The bill would define “legislative body” for this purpose to mean a board, commission, or advisory body of a multijurisdictional cross county agency, the membership of which board, commission, or advisory body is appointed, and which board, commission, or advisory body is otherwise subject to the Brown Act. The bill would define “multijurisdictional” to mean a legislative body that includes representatives from more than one county, city, city and county, special district, or a joint powers entity.</u>	<u>SUPPORT</u> Watch Priority 15S
SB 614 (Blakespear) Transportation Development Act	2/22/23 Senate Rules	Spot bill for legislation to modify the Transportation Development Act.	Watch Priority 12S

TAMC Bill Matrix – April 2023

Measure	Status	Bill Summary	Recommended Position
<p>SB 617 (Newman) Public contracts: regional transportation agencies: design-build procurement progressive design-build: local and regional agencies</p>	<p>3/30/23 Senate Transportation</p>	<p>This bill provides an authorization to use design-build procurement, which includes progressive design-build procurement authorizes a transit district, municipal operator, consolidated agency, joint powers authority, regional transportation agency, or local or regional agency, to use the progressive design-build process. The bill would specify that <u>the authority to use the progressive design-build process does not include inspection services for projects on, or interfacing with, the state highway system.</u> Progressive design-build procurement is defined as a project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the project.</p>	<p>SUPPORT Priority 8S Letter sent 3/24</p>
<p>SB 670 (Allen) Vehicles miles traveled: maps</p>	<p>3/29/23 Senate Environmental Quality</p>	<p>This bill would require state and local transportation agencies to create a single model for vehicle miles traveled (VMT) mapping to be used for transportation planning and funding. This bill proposes one statewide standard for VMT reduction, which fails to acknowledge the uniqueness of each region. <u>the California Air Resources Board, in consultation with the Office of Planning and Research and Caltrans, to develop a methodology for assessing and spatially representing vehicle miles traveled and to develop maps accordingly to display average vehicle miles traveled per capita in the state at the local, regional, and statewide level.</u></p>	<p>OPPOSE Watch Priority 3S</p>
<p>SB 695 (Gonzalez) Department of Transportation: state highway system: public data portal</p>	<p>3/29/23 Senate Appropriations</p>	<p>This bill would require <u>Caltrans to annually prepare and make available information and data about activities on the state highway system on a public data portal from the prior fiscal year. The bill would require Caltrans to prepare and make available data and information on a public data portal on planned, pending projects on the state highway system.</u></p>	<p>Watch Priority 3S</p>

TAMC Bill Matrix – April 2023

Measure	Status	Bill Summary	Recommended Position
SB 746 (Eggman) Energy conservation contracts: alternate energy equipment: <u>electrolytic hydrogen</u>	3/1/23 Senate Energy Utilities and Commerce	This bill would add hydrogen to the list of primary fuel sources under the definition of “alternate energy equipment.” This bill allows transit districts to engage in energy service contracting to construct electrolytic hydrogen energy conservation projects and to enter contracts relating to the financing, construction, operation, and use of electrolytic hydrogen as a form of alternative energy. Transit districts will be eligible to enter facility financing contracts, facility ground lease agreements, and contracts to sell electrolytic hydrogen produced by the energy conservation facility on their terms.	<u>SUPPORT</u> Watch Priority 4S
SB 825 (Limón) Local government: public broadband services	3/21/23 Senate Governance and Finance	This bill would add metropolitan planning organizations and regional transportation planning authorities to the list of local government agencies included in the definition of “local agency” eligible to directly apply for local technical assistance grants administered by the California Public Utilities Commission for implementation of broadband.	SUPPORT Priority 6S Letter sent 3/24
SBx1 1 (Jones) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension	3/28/22 DIED	This bill is identical to SB 32. It would suspend the Low Carbon Fuel Standard regulations, adopted by the California Air Resources Board to reduce greenhouse gas emissions, for one year. The bill would exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year. It would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.	OPPOSE Priority 1S Letter sent 3/24



Memorandum

To: Board of Directors
From: Alissa Guther, Assistant Transportation Planner
Meeting Date: April 26, 2023
Subject: Regional Transportation Plan Environmental Impact Report Agreement

RECOMMENDED ACTION:

Regional Transportation Plan Environmental Impact Report Agreement

1. **AUTHORIZE** the Executive Director, or his designee, to execute an agreement not to exceed \$75,000 with the Association of Monterey Bay Area Governments for the preparation of the 2050 Metropolitan Transportation Plan / Sustainable Communities Strategy / Regional Transportation Plan Environmental Impact Report;
2. **APPROVE** the use of \$75,000 in funds budgeted to this project; and
3. **AUTHORIZE** the Executive Director, or his designee, to make administrative changes to the contract if such changes do not increase the Agency's net cost, subject to approval by Agency counsel.

SUMMARY:

The Transportation Agency is seeking to enact a cost sharing agreement with the Association of Monterey Bay Area Governments and the other Regional Transportation Planning Agencies for Santa Cruz and San Benito counties for the mutual development of one environmental review covering each agency's 2050 Regional Transportation Plan, in addition to AMBAG's Metropolitan Transportation Plan / Sustainable Communities Strategy.

FINANCIAL IMPACT:

The cost of the environmental impact report development, including special legal assistance, is budgeted by the Association of Monterey Bay Area Governments not-to-exceed \$325,000. The Transportation Agency's share of these costs will be \$75,000 (23%), with any cost savings to be distributed proportionately among the agencies.

DISCUSSION:

Projects being proposed for state and federal funding must be identified in a Regional Transportation Plan, which the Transportation Agency updates on a 4-year cycle for Monterey County. The regional plan is a long-range planning document with a 20-year horizon that includes three main components: 1) A Policy Element communicating goals and measurable objectives for improving the transportation system, 2) a Financial Element that includes a forecast of revenues over the life of the plan, and 3) an Action Element that includes a list of projects to be built within the capacity of the funding forecast, which meet the goals objectives identified in the document. The Agency coordinates preparation of the document with the Association of Monterey Bay Area Governments, which prepares a Metropolitan Transportation Plan for the three-county Monterey Bay region pursuant to federal requirements.

To streamline the development of these documents and the environmental review process, the Regional Transportation Planning Agencies for the tri-county region are seeking to designate the Association of Monterey Bay Area Governments as the Lead Agency pursuant to the California Environmental Quality Act for the preparation of a collective environmental review document. The agreement attached with this staff report would allow for the mutual

development of one environmental review covering each Responsible Agency’s 2050 Regional Transportation Plan and the Association of Monterey Bay Area Governments’ Metropolitan Transportation Plan / Sustainable Communities Strategy.

The project costs for consultant services to develop the environmental document are budgeted not exceed the amount of \$325,000. The Association of Monterey Bay Area Governments and the Regional Transportation Planning Agencies are seeking agreement to split the costs for the project as follows:

Agency	Cost
AMBAG	\$125,000
TAMC	\$75,000
Other RTPAs	\$125,000
Total Project Cost	\$325,000

The cost split is determined by county size and amount of projects per county. The 2024-2025 cost sharing amount has increased slightly from 2021-2022 due to cost increases, additional requirements and inflation. AMBAG will provide overall project management and will receive consultant invoices and pay the invoices upon satisfactory completion of consultant work. The agreement holds TAMC to the following payment schedule:

December 1, 2024: \$37,500
December 1, 2025: \$37,500

The intent of this payment schedule is to provide for the timely payment of consultant invoices by AMBAG through partial prepayment, without imposing significant burden on TAMC through total prepayment. At the end of the Project, if the project consultant invoices less than the aforementioned project cost, AMBAG will return to TAMC its share of the remaining non-invoiced amount.

WEB ATTACHMENTS:

- [Regional Transportation Plan Environmental Impact Report Agreement](#)



Memorandum

To: Board of Directors
From: Michael Zeller, Director of Programming & Project Delivery
Meeting Date: April 26, 2023
Subject: Fort Ord Regional Trail and Greenway - Supplemental Agreements

RECOMMENDED ACTION:

Fort Ord Regional Trail and Greenway - Canyon Del Rey Segment - Supplemental Agreements

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute Supplemental Agreements with the Cities of Del Rey Oaks and Seaside, and the Monterey Peninsula Regional Park District, subject to approval by Agency Counsel, for the Fort Ord Regional Trail and Greenway - Canyon Del Rey project; and
2. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the Supplemental Agreements, including approvals of future modifications or amendments that do not significantly alter the scope of the agreements, subject to Agency Counsel approval.

SUMMARY:

In 2020, the underlying jurisdictions along the Fort Ord Regional Trail and Greenway (FORTAG) alignment approved a Master Agreement, found the Environmental Impact Report adequate, and adopted the Mitigation Monitoring and Reporting Program and findings. The Master Agreement requires Supplemental Agreements to cover specific responsibilities of TAMC and the jurisdictions relative to portions of the trail within their boundaries to detail the design and construction of the project as well as compliance with the covenants of the Master Agreement for the trail segment.

FINANCIAL IMPACT:

The Fort Ord Regional Trail and Greenway - Canyon Del Rey segment is fully-funded with \$600,000 in state Senate Bill 1 Local Partnership Program funds and \$1.376 million in Regional Measure X funds. The right-of-way acquisition tasks will be paid from \$1.198 million in state Active Transportation grant funds. Construction will be funded out of \$9.1 million in state Active Transportation grant funds and \$1.016 million of Regional Measure X funds.

DISCUSSION:

The vision for the Fort Ord Regional Trail & Greenway (FORTAG) is to create a multimodal route designed to accommodate people of all ages and abilities that connects communities in and around the former Fort Ord to each other and to education, employment, community and recreation centers. It will serve as a safe pedestrian and bicycle corridor connecting the cities of Seaside, Marina, Del Rey Oaks, Monterey and unincorporated community residents to California State University Monterey Bay, the Fort Ord National Monument, and the Monterey Bay Sanctuary Scenic Trail.

Phase 1 of the Canyon Del Rey/State Route 218 Segment involves construction of the trail through the City of Del Rey Oaks from Fremont Boulevard to Del Rey Woods Elementary in the City of Seaside. From Fremont Boulevard, the trail

will run along State Route 218 and then move behind Safeway through Work Memorial Park traveling around the tennis courts and towards Angelus Way. There are no improvements proposed along Angelus Way based on feedback from the community. The trail will pick up again at Del Rey Park and travel towards State Route 218 along the existing trail. An undercrossing below State Route 218 will connect near Del Rey Oaks City Hall and the Frog Pond. A raised pathway will be constructed to connect trail users from the undercrossing to Carlton Drive at an accessible grade. The trail will extend northeast up Carton Drive to Plumas Avenue. Along Carlton Drive the trail will consist of a new 12-foot wide multi-use sidewalk on the west side of the road. Along Plumas Avenue the multi-use sidewalk is proposed to continue adjacent to the PG&E utility corridor along the south side of the road up to Del Rey Woods Elementary.

Key to the approval of the Fort Ord Regional Trail and Greenway (FORTAG) Project is the Master Agreement. This Agreement commits the Transportation Agency and the jurisdictions through which the trail will run to cooperating in the design, construction and operation of the trail. Essentially, the Transportation Agency is committing to finding funding for the various segments, as well as undertaking the lion's share of the work for design and construction. The other "Underlying Jurisdictions" commit to following the mitigation measures adopted by the Mitigation Monitoring and Reporting Plan, and to be responsible for the ownership, maintenance and operation of the trail once built. For the Underlying Jurisdictions of the Canyon Del Rey segment, the Master Agreement was approved by each on the following dates:

- Del Rey Oaks: April 28, 2020
- Seaside: May 21, 2020
- Monterey Peninsula Regional Park District: June 20, 2020

Because the trail is expected to take some time to design and build, and because not all the funding for such work has been found, the Master Agreement provides that the Transportation Agency and applicable Underlying Jurisdictions will enter into Supplemental Agreements as phases find funding. These Supplemental Agreements will provide greater detail and additional opportunity for public review in terms of final designs and the manner in which the parties will comply with the covenants (i.e. mitigation measures, development, construction, operation, maintenance) of the Master Agreement for that particular segment or phase. Consistent with Section IV. of the Master Agreement, such mitigation measures include:

1. The collection of trash from such receptacles on a reasonable, periodic basis.
2. The installation and maintenance of Dog Waste Disposal Bag Dispensers at the locations of the solid waste receptacles.
3. Causing the collection of litter along the CDR Segment on a reasonable, periodic basis.
4. Incorporating the CDR Segment into the police patrols of City, and cooperating with patrols by other Underlying Jurisdictions.
5. Installing and maintaining signage regarding Trail Safety and Courtesy.
6. Inspecting and maintaining the trail conditions along CDR Segment in good condition.
7. Developing monitoring and reporting methodology for sharing of information among the Underlying Jurisdictions to promote safety, reduce potential vandalism, and create and maintain a cohesive experience for FORTAG users.

As the Canyon Del Rey segment of the project is at 100% design, staff is preparing to request an allocation of construction funds at the June 2023 California Transportation Commission meeting. The Supplemental Agreements with the Cities of Del Rey Oaks and Seaside, and the Monterey Peninsula Regional Park District (see **Attachments 1, 2, and 3**) will need to be executed prior to the project going out to bid, which is scheduled to occur after the construction allocation is approved.

ATTACHMENTS:

- ▣ FORTAG Supplemental Agreement - Del Rey Oaks
- ▣ FORTAG Supplemental Agreement - Seaside
- ▣ FORTAG Supplemental Agreement - Monterey Peninsula Regional Park District

**SUPPLEMENTAL AGREEMENT
TO
FORTAG MASTER AGREEMENT
CANYON DEL REY / STATE ROUTE 218 SEGMENT**

This Supplemental Agreement among the Transportation Agency for Monterey County (“TAMC”), and the City of Del Rey Oaks (“City”) supplements and is entered into pursuant to the MASTER AGREEMENT (the “Master Agreement”) by and among TAMC and City. For purposes of this Supplemental Agreement, TAMC and City may be referred to collectively as the “Parties.” The parties to the Master Agreement other than TAMC may be referred to collectively as the “Underlying Jurisdictions.”

RECITALS

This agreement is based on the following facts and circumstances:

- A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or “Measure X,” was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated \$20 million annually for a total of \$600 million over thirty years, through a retail transaction and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail and Greenway (“FORTAG”). Approximately \$20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.
- B. **Approval and Adoption of Master Agreement.** On March 25, 2020, TAMC certified an Environmental Impact Report, made appropriate findings, and approved a Master Agreement among the Parties and Underlying Jurisdictions with respect to the development of FORTAG. City approved the Master Agreement on April 28, 2020.
- C. **FORTAG Project.** FORTAG is an approximate 28-mile continuous 12-foot-wide paved bicycle and pedestrian trail with an open-space buffer on both sides. A map designating the evaluated FORTAG alignment is attached to the Master Agreement as Exhibit B.
- D. **Receipt of Active Transportation Program Grant Funds.** As part of their rights and obligations under Measure X and the Master Agreement, TAMC and City coordinated in applying for, and TAMC received funds under the State of California’s Active Transportation Program for the development of a 1.5-mile segment of FORTAG within the jurisdiction of City, and including portions within the jurisdiction of Seaside and the

Monterey Peninsula Regional Parks District. (the “CDR Segment”). A map designating the approved alignment of CDR Segment is attached hereto as Exhibit 1.

NOW, THEREFORE, the Parties agree:

Section I.
Parties

The Parties to this Supplemental Agreement are City and TAMC.

Section II.
Effective Date

This Supplemental Agreement shall be effective, and a Party shall receive the benefits, and accept the obligations, described herein on the date that this Agreement is approved by the governing body of said Party.

Section III.
Implementation of Mitigation Measures

Consistent with Section IV. of the Master Agreement, and its environmental findings made in connection with the approval of the Master Agreement, City hereby adopts the Mitigation Measures listed in the Mitigation, Monitoring and Reporting Program (“MMRP”). More specifically, for the CDR Segment, such mitigation measures include:

- A. The collection of trash from such receptacles on a reasonable, periodic basis
- B. The installation and maintenance of Dog Waste Disposal Bag Dispensers at the locations of the solid waste receptacles
- C. Causing the collection of litter along the CDR Segment on a reasonable, periodic basis
- D. Incorporating the CDR Segment into the police patrols of City, and cooperating with patrols by other Underlying Jurisdictions
- E. Installing and maintaining signage regarding Trail Safety and Courtesy
- F. Inspecting and maintaining the trail conditions along CDR Segment in good condition
- G. Developing monitoring and reporting methodology for sharing of information among the Underlying Jurisdictions to promote safety, reduce potential vandalism, and create and maintain a cohesive experience for FORTAG users

A copy of a Supplemental MMRP for the CDR Segment is attached hereto and incorporated herein as Exhibit 2.

Section IV.
Covenants of TAMC

With respect to each party Underlying Jurisdiction and this Supplemental Agreement, TAMC shall:

- A. Funding Commitment. TAMC has, and shall continue to provide funding assistance to plan, engineer, and construct the CDR Segment.
- B. Planning Assistance. TAMC has, and shall continue to provide planning and development assistance, and manage the construction of the CDR Segment.
- C. Development and Construction. TAMC shall undertake the development and construction of the CDR Segment, consistent with the terms of the Active Transportation Program Grant Adoption Resolution G-19-31 and the Project Baseline Agreement between TAMC, Caltrans, and the California Transportation Commission.

Section V.
Covenants of City

- A. With respect to the CDR Segment of FORTAG, City shall:
 - 1. Continue to cooperate with TAMC in seeking funding for the development of segments of FORTAG within its jurisdiction.
 - 2. Accept and enforce all appropriate Mitigation and Monitoring conditions identified for the segment(s) of FORTAG within the boundaries of City, described in Section III and Exhibit 2.
 - 3. Undertake appropriate review and approval of plans and specifications for the CDR Segment of FORTAG within the jurisdiction of City.
 - 4. Accept ownership of that portion of the CDR Segment of FORTAG completed within the boundaries of City.
 - 5. Provide for the reasonable maintenance of the CDR Segment of FORTAG within the boundaries of City.

Section VI.
Mutual Covenants

- A. Covenants of Master Agreement Retained. Nothing in this Supplemental Agreement shall impede or replace the Covenants set forth in the Master Agreement, both Mutual Covenants and Covenants by TAMC and/or City.
- B. Term and Termination. This Supplemental Agreement shall remain in effect as to each Party from the date of approval until terminated as provided herein.
1. This Agreement may be terminated at any time by the mutual consent of both Parties, provided that 60 days' certified mail notice, as provided in Section XI.B., is given to all other Underlying Jurisdictions which are Parties to this Agreement.
- C. Indemnity by TAMC. As to construction of the CDR Segment by TAMC, neither City nor any of their respective governing bodies, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Supplemental Agreement. Notwithstanding Government Code section 895.6, it is also understood and agreed, pursuant to Government Code section 895.4, that TAMC shall fully defend, indemnify, and hold harmless City, and any of its respective governing bodies, elected officials, all its officers, agents, and employees from any liability imposed on City for injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Supplemental Agreement.
- Payments to FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the Parties to this Supplemental Agreement.
- D. Indemnity by City. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City in connection with this Supplemental Agreement or any work or action taken with Measure X or funds related to the FORTAG Project. Notwithstanding Government Code section 895.6, it is also understood and agreed, pursuant to Government Code section 895.4, that City shall fully defend, indemnify, and hold harmless TAMC, its

governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by City pursuant to this Supplemental Agreement or any work or action taken with FORTAG.

Payments to FORTAG contractors hired by the Underlying Jurisdiction shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities which provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s). To the extent that the Underlying Jurisdiction requires or permits a portion of a segment of FORTAG to be constructed by others not a party to the Master Agreement or this Supplemental Agreement, the Underlying Jurisdiction shall require that payments to FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

- E. Mutual Indemnification Among Parties. Each Party to this Supplemental Agreement agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions for the indemnifying party or its officials, officers, employees, or agents. In the event of liability imposed upon any of the parties to this Supplemental Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the Parties in the performance of this Supplemental Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to \$100. The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Supplemental Agreement.

Section VII.
Amendments

This Supplemental Agreement may be amended at any time, in writing, by an amendment approved by the Parties hereto; provided that no amendment shall modify the Master Agreement, except in accordance with Section V. of the Master Agreement.

Section VIII.

Integration of Agreements

This Supplemental Agreement, together with the Master Agreements, and TAMC Ordinance No. 2016-01, are the sole agreements on the subject matters of this Supplemental Agreement between and among the Parties with respect to FORTAG.

Section IX.

Miscellaneous

- A. Arbitration. Any controversy or claim between the Parties to this Supplemental Agreement, or between any Underlying Jurisdiction and TAMC with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Supplemental Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice by mail of its intention to arbitrate to every other party to this Supplemental Agreement and/or Master Agreement, depending on the nature of the dispute. Such notice shall designate as “respondents” such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within 10 business days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within 20 business days of the service of the initial demand for arbitration, the initiating party and the respondent shall each designate a person to act as an arbitrator. The two designated arbitrators shall mutually designate a third person to act as arbitrator. The three arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, sections 1280, et seq.. The Parties to this Agreement agree that the decision of the arbitrators shall be both binding and final.

- B. Notices. Any notice or instrument required to be given or delivered by mail shall be deposited in any United States Post Office, registered or certified, postage prepaid, and addressed to the addresses of the Parties as shown on such in Exhibit A of the Master Agreement. Such notice shall be deemed to have been received by the party to whom the same is addressed at the expiration of 72 hours after deposit of the same in the United States Post Office. All other notices may be provided by regular mail to the addresses shown in Exhibit A of the Master Agreement, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.

- C. Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Supplemental Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court

of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The governing body of each of the Parties hereto hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Supplemental Agreement irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Supplemental Agreement be declared invalid or unenforceable.

- D. Governing Law; Interpretation. This Supplemental Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Supplemental Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code section 1654 concerning the interpretation of this Supplemental Agreement.
- E. No Third-Party Beneficiaries. This Supplemental Agreement is intended solely for the benefit of the parties to this Supplemental Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against TAMC, Del Rey Oaks, Seaside, the District, or any Underlying Jurisdiction.
- F. Assignment. The Parties hereto shall not assign any rights or obligations under this Supplemental Agreement with the written consent of the other Parties.
- g. Waiver. Any waiver of any terms of this Supplemental Agreement shall be in writing signed by each applicable Party thereto. A waiver of any of the terms and conditions of this Supplemental Agreement shall not be construed as a waiver of any other terms or conditions in this Supplemental Agreement.
- G. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.
- H. Counterparts. This Supplemental Agreement may be signed in counterparts with the signature pages attached to form a complete document.

Section X. **Execution and Signatures**

The Board of Directors of TAMC and the City Council have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below. This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

[Signatures on following pages]

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____
Its: _____
Date: _____

Approved as to form:

TAMC Counsel

CITY OF DEL REY OAKS

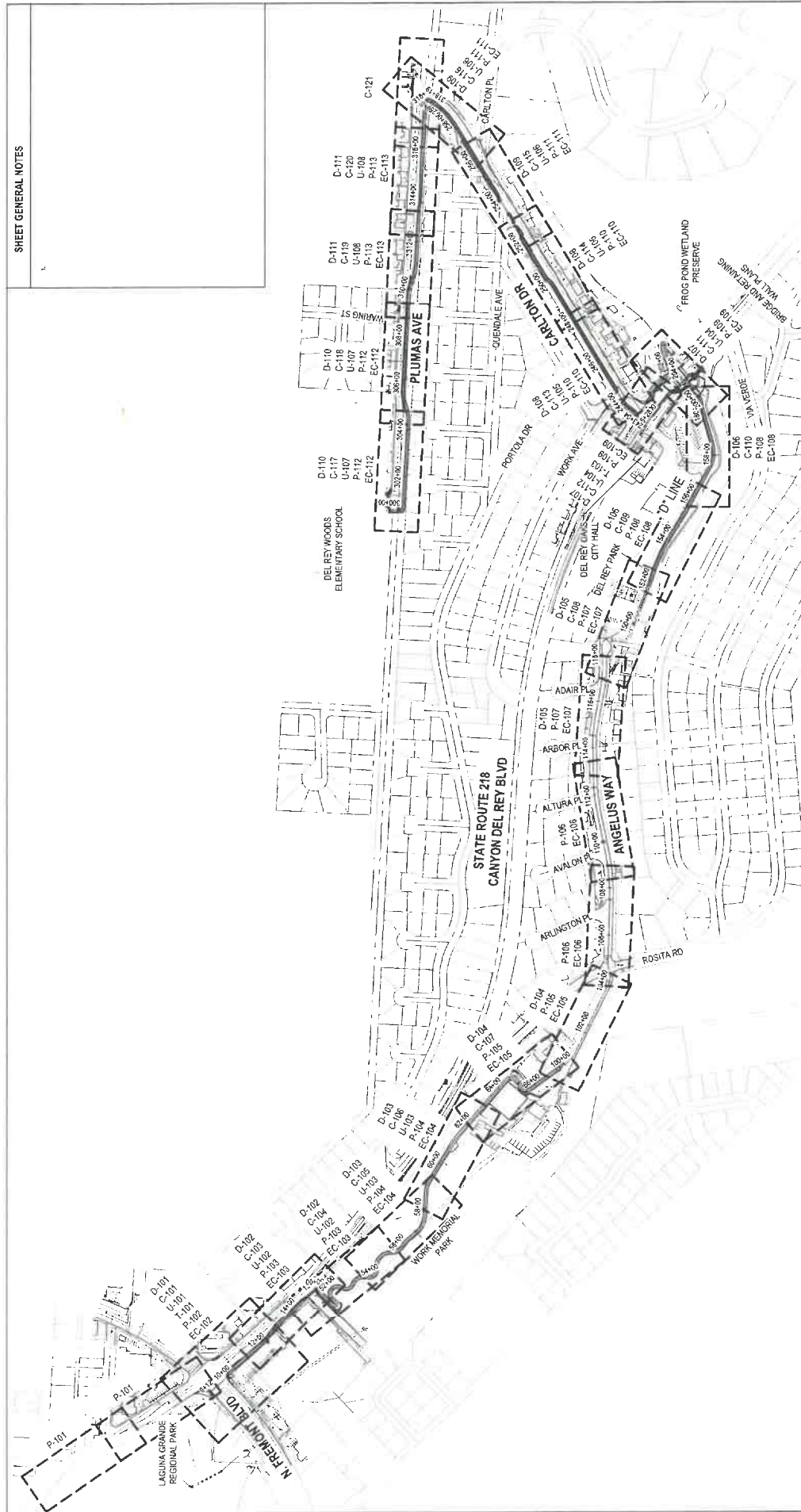
By: _____
Its: _____
Date: _____

Approved as to form:

City Counsel

EXHIBIT 1
MAP OF SEGMENT ONE ALIGNMENT

SHEET GENERAL NOTES



1 KEY MAP

100% SUBMITTAL

<p>GHD INC. 2021 North Fremont Blvd, Suite 210 Folsom, CA 95630 T 916.372.6688 F 916.372.6616</p>					
<p>Coordinates of this project were obtained from the California Statewide Geodetic Control Network (CSGNC) and are accurate to within 10 centimeters.</p>		<p>www.ghd.com</p>		<p>Client: TRANSPORTATION AGENCY FOR MONTEREY COUNTY Project: PORTAG TRAIL PROJECT Phase: 11122021 Date: JANUARY 2023 Scale: AS SHOWN Sheet: G4019</p>	
		<p>100% SUBMITTAL</p> <p>14 PROJECT KEY MAP</p> <p>PRELIMINARY DESIGN NOT FOR CONSTRUCTION</p>			
<p>Author: BR</p> <p>Designer: CD</p> <p>Checker: EC</p> <p>Project Manager: L. VANPATTER</p> <p>Printed Director: K. REDLA</p>	<p>Drawing Check: SC</p> <p>Design: CD</p>	<p>Checked: []</p> <p>Design: []</p>	<p>Date: []</p>	<p>File Path: \\server\2211\11174</p>	

Item D.

EXHIBIT 2
SUPPLEMENTAL MITIGATION MONITORING AND REPORTING PROGRAM

EXHIBIT 2
SUPPLEMENTAL MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Action Required	Monitoring Timing	Monitoring Frequency
<p>AG-4(b): Install Fencing and Signage Prior to Operation</p> <p>Wherever the Trail is constructed within 50 feet of agricultural fields, fencing shall be installed between the Trail and adjacent agricultural operations. In addition, signs clearly indicating "No Trespassing" shall be installed at key locations near agricultural operations, to be identified by the implementing entity for Trail segments adjacent to agriculture in consultation with agricultural operators. The signs shall specify the legal ramifications for trespassing on adjacent properties. Additional signage shall be installed, where appropriate, reminding Trail users that dogs must be on leash and remain on the trail, that littering is prohibited, and that dog waste must be removed.</p> <p>The implementing entity shall be responsible for ensuring the fencing and signs are properly maintained and shall replace fencing and signs when they are removed or damaged such that they are no longer functional.</p>	<p>Maintain fencing and signage and replace as needed</p>	<p>During operation</p>	<p>Ongoing during operation</p>
<p>AG-4(c): Regularly remove Solid Waste and Litter during Operation</p> <p>Once the Trail is open for public use, the implementing entity shall ensure that solid waste is collected from trash receptacles on a reasonable, periodic basis to ensure that the trash and recycling receptacles located along the Trail do not overflow. The frequency shall be determined by the implementing entity and may vary seasonally, with more frequent collection in the summer months when the Trail is busy.</p> <p>The implementing entity shall also be responsible for collecting litter along the Trail. If litter leaves the Trail ROW, the implementing entity shall ensure that the litter in the vicinity of the Trail that is reasonably attributed to Trail use is removed within a reasonable time frame. Access to agricultural fields for the purpose of litter removal shall be coordinated with on-site agricultural operators, taking into account pesticide/fumigant restrictions and the goal of minimizing soil compaction or direct contact with crops. The implementing entity shall not enter adjacent agricultural fields without express permission by the agricultural operator. All solid waste and recyclable materials shall be properly disposed.</p>	<p>Collect litter attributed to trail use and remove solid waste from trash receptacles on a reasonable, periodic basis</p>	<p>During operation</p>	<p>Ongoing during operation</p>

<p>AQ-4: Install Dog Waste Facilities</p> <p>Trail construction shall include installation of dog waste disposal bag dispensers with a waste receptacle at every amenity area where trash cans are provided. Waste disposal and bag refills shall be incorporated into the Master Agreement for Trail maintenance through Supplemental Agreements.</p>	<p>Install dog waste disposal facilities consistent with the measure and maintain throughout operation.</p>	<p>Install prior to operation; maintain during operation</p>	<p>Once prior to operation; ongoing during operation</p>
<p>PS-1: Ensure Adequate Police Monitoring and Safety Provisions for Each Portion of the FORTAG Alignment</p> <p>Prior to the construction and operation of any segment or portion of FORTAG, the project Master Agreement will be developed and signed by relevant jurisdictional parties, which will include provisions requiring the entry into Supplemental Agreements at the time that actual design and construction occurs. These Supplemental Agreements shall specify: 1) maintenance activities and frequency, including trash collection; 2) safety features or provisions (e.g., lighting, fencing, signage) determined appropriate by local law enforcement in consideration of potential for homeless/transient activity, illegal camping, or criminal activity in the particular trail segment; 3) safety patrol responsibility, frequency, and reporting procedures; 4) protocol for illegal camping and loitering; and 5) monitoring and reporting methodology and frequency, in consideration of ongoing reports to local jurisdictions responsible for maintenance, law enforcement and monitoring. The Supplemental Agreements shall also identify adaptive management options if public safety and law enforcement are determined to be an ongoing issue.</p>	<p>In the Supplemental Agreements to the Master Agreement, include provisions to ensure maintenance, safety, rule enforcement, and police service for the trail.</p>	<p>Prior to the construction and operation of any segment or portion of FORTAG</p>	<p>Once</p>

**SUPPLEMENTAL AGREEMENT
TO
FORTAG MASTER AGREEMENT
CANYON DEL REY / STATE ROUTE 218 SEGMENT**

This Supplemental Agreement among the Transportation Agency for Monterey County (“TAMC”), and the City of Seaside (“City”) supplements and is entered into pursuant to the MASTER AGREEMENT (the “Master Agreement”) by and among TAMC and City. For purposes of this Supplemental Agreement, TAMC and City may be referred to collectively as the “Parties.” The parties to the Master Agreement other than TAMC may be referred to collectively as the “Underlying Jurisdictions.”

RECITALS

This agreement is based on the following facts and circumstances:

- A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or “Measure X,” was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated \$20 million annually for a total of \$600 million over thirty years, through a retail transaction and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail and Greenway (“FORTAG”). Approximately \$20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.
- B. **Approval and Adoption of Master Agreement.** On March 25, 2020, TAMC certified an Environmental Impact Report, made appropriate findings, and approved a Master Agreement among the Parties and Underlying Jurisdictions with respect to the development of FORTAG. City approved the Master Agreement on February 9, 2021.
- C. **FORTAG Project.** FORTAG is an approximate 28-mile continuous 12-foot-wide paved bicycle and pedestrian trail with an open-space buffer on both sides. A map designating the evaluated FORTAG alignment is attached to the Master Agreement as Exhibit B.
- D. **Receipt of Active Transportation Program Grant Funds.** As part of their rights and obligations under Measure X and the Master Agreement, TAMC and City coordinated in applying for, and TAMC received funds under the State of California’s Active Transportation Program for the development of a 1.5-mile segment of FORTAG within the jurisdiction of City, and including portions within the jurisdiction of Del Rey Oaks and

the Monterey Peninsula Regional Parks District. (the “CDR Segment”). A map designating the approved alignment of CDR Segment is attached hereto as Exhibit 1.

NOW, THEREFORE, the Parties agree:

Section I.
Parties

The Parties to this Supplemental Agreement are City and TAMC.

Section II.
Effective Date

This Supplemental Agreement shall be effective, and a Party shall receive the benefits, and accept the obligations, described herein on the date that this Agreement is approved by the governing body of said Party.

Section III.
Implementation of Mitigation Measures

Consistent with Section IV. of the Master Agreement, and its environmental findings made in connection with the approval of the Master Agreement, City hereby adopts the Mitigation Measures listed in the Mitigation, Monitoring and Reporting Program (“MMRP”). More specifically, for the CDR Segment, such mitigation measures include:

- A. The collection of trash from such receptacles on a reasonable, periodic basis
- B. The installation and maintenance of Dog Waste Disposal Bag Dispensers at the locations of the solid waste receptacles
- C. Causing the collection of litter along the CDR Segment on a reasonable, periodic basis
- D. Incorporating the CDR Segment into the police patrols of City, and cooperating with patrols by other Underlying Jurisdictions
- E. Installing and maintaining signage regarding Trail Safety and Courtesy
- F. Inspecting and maintaining the trail conditions along CDR Segment in good condition
- G. Developing monitoring and reporting methodology for sharing of information among the Underlying Jurisdictions to promote safety, reduce potential vandalism, and create and maintain a cohesive experience for FORTAG users

A copy of a Supplemental MMRP for the CDR Segment is attached hereto and incorporated herein as Exhibit 2.

Section IV.
Covenants of TAMC

With respect to each party Underlying Jurisdiction and this Supplemental Agreement, TAMC shall:

- A. Funding Commitment. TAMC has, and shall continue to provide funding assistance to plan, engineer, and construct the CDR Segment.
- B. Planning Assistance. TAMC has, and shall continue to provide planning and development assistance, and manage the construction of the CDR Segment.
- C. Development and Construction. TAMC shall undertake the development and construction of the CDR Segment, consistent with the terms of the Active Transportation Program Grant Adoption Resolution G-19-31 and the Project Baseline Agreement between TAMC, Caltrans, and the California Transportation Commission.

Section V.
Covenants of City

- A. With respect to the CDR Segment of FORTAG, City shall:
 - 1. Continue to cooperate with TAMC in seeking funding for the development of segments of FORTAG within its jurisdiction.
 - 2. Accept and enforce all appropriate Mitigation and Monitoring conditions identified for the segment(s) of FORTAG within the boundaries of City, including those described in Section III and Exhibit 2.
 - 3. Undertake appropriate review and approval of plans and specifications for the CDR Segment of FORTAG within the jurisdiction of City.
 - 4. Accept ownership of that portion of the CDR Segment of FORTAG completed within the boundaries of City.
 - 5. Provide for the reasonable maintenance of the CDR Segment of FORTAG within the boundaries of City.

6. Prior to the completion of construction of the CDR Segment of FORTAG, adopt and enforce such reasonable use and operations rules and regulations as City deems necessary and appropriate to accomplish the Supplemental MMRP attached as Exhibit 2.
7. Provide a minimum of 90 days advanced notice to TAMC, and conduct a duly noticed public hearing, prior to any effort to modify the use and operations rules and regulations adopted pursuant to Section V., paragraph 6, above.

Section VI.
Mutual Covenants

- A. Covenants of Master Agreement Retained. Nothing in this Supplemental Agreement shall impede or replace the Covenants set forth in the Master Agreement, both Mutual Covenants and Covenants by TAMC and/or City.
- B. Term and Termination. This Supplemental Agreement shall remain in effect as to each Party from the date of approval until terminated as provided herein.
 1. This Agreement may be terminated at any time by the mutual consent of both Parties, provided that 60 days' certified mail notice, as provided in Section XI.B., is given to all other Underlying Jurisdictions which are Parties to this Agreement.
- C. Indemnity by TAMC. As to construction of the CDR Segment by TAMC, neither City nor any of their respective governing bodies, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Supplemental Agreement. Notwithstanding Government Code section 895.6, it is also understood and agreed, pursuant to Government Code section 895.4, that TAMC shall fully defend, indemnify, and hold harmless City, and any of its respective governing bodies, elected officials, all its officers, agents, and employees from any liability imposed on City for injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Supplemental Agreement.

Payments to FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide

services defend and indemnify TAMC and the Parties to this Supplemental Agreement.

- D. Indemnity by City. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City in connection with this Supplemental Agreement or any work or action taken with Measure X or funds related to the FORTAG Project. Notwithstanding Government Code section 895.6, it is also understood and agreed, pursuant to Government Code section 895.4, that City shall fully defend, indemnify, and hold harmless TAMC, its governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by City pursuant to this Supplemental Agreement or any work or action taken with FORTAG.

Payments to FORTAG contractors hired by the Underlying Jurisdiction shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities which provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s). To the extent that the Underlying Jurisdiction requires or permits a portion of a segment of FORTAG to be constructed by others not a party to the Master Agreement or this Supplemental Agreement, the Underlying Jurisdiction shall require that payments to FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

- E. Mutual Indemnification Among Parties. Each Party to this Supplemental Agreement agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions for the indemnifying party or its officials, officers, employees, or agents. In the event of liability imposed upon any of the parties to this Supplemental Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the Parties in the performance of this Supplemental Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to \$100. The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Supplemental Agreement.

Section VII.

Amendments

This Supplemental Agreement may be amended at any time, in writing, by an amendment approved by the Parties hereto; provided that no amendment shall modify the Master Agreement, except in accordance with Section V. of the Master Agreement.

Section VIII.

Integration of Agreements

This Supplemental Agreement, together with the Master Agreements, and TAMC Ordinance No. 2016-01, are the sole agreements on the subject matters of this Supplemental Agreement between and among the Parties with respect to FORTAG.

Section IX.

Miscellaneous

- A. Arbitration. Any controversy or claim between the Parties to this Supplemental Agreement, or between any Underlying Jurisdiction and TAMC with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Supplemental Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice by mail of its intention to arbitrate to every other party to this Supplemental Agreement and/or Master Agreement, depending on the nature of the dispute. Such notice shall designate as “respondents” such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within 10 business days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within 20 business days of the service of the initial demand for arbitration, the initiating party and the respondent shall each designate a person to act as an arbitrator. The two designated arbitrators shall mutually designate a third person to act as arbitrator. The three arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, sections 1280, et seq.. The Parties to this Agreement agree that the decision of the arbitrators shall be both binding and final.
- B. Notices. Any notice or instrument required to be given or delivered by mail shall be deposited in any United States Post Office, registered or certified, postage prepaid, and addressed to the addresses of the Parties as shown on such in Exhibit A of the Master Agreement. Such notice shall be deemed to have been received by the party to whom

the same is addressed at the expiration of 72 hours after deposit of the same in the United States Post Office. All other notices may be provided by regular mail to the addresses shown in Exhibit A of the Master Agreement, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.

- C. Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Supplemental Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The governing body of each of the Parties hereto hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Supplemental Agreement irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Supplemental Agreement be declared invalid or unenforceable.

- D. Governing Law; Interpretation. This Supplemental Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Supplemental Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code section 1654 concerning the interpretation of this Supplemental Agreement.

- E. No Third-Party Beneficiaries. This Supplemental Agreement is intended solely for the benefit of the parties to this Supplemental Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against TAMC, Del Rey Oaks, Seaside, the District, or any Underlying Jurisdiction.

- F. Assignment. The Parties hereto shall not assign any rights or obligations under this Supplemental Agreement with the written consent of the other Parties.

- g. Waiver. Any waiver of any terms of this Supplemental Agreement shall be in writing signed by each applicable Party thereto. A waiver of any of the terms and conditions of this Supplemental Agreement shall not be construed as a waiver of any other terms or conditions in this Supplemental Agreement.

- G. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

H. Counterparts. This Supplemental Agreement may be signed in counterparts with the signature pages attached to form a complete document.

Section X.
Execution and Signatures

The Board of Directors of TAMC and the City Council have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below. This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

[Signatures on following pages]

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____

Its: _____

Date: _____

Approved as to form:

TAMC Counsel

CITY OF SEASIDE

By: _____

Its: _____

Date: _____

Approved as to form:

City Counsel

EXHIBIT 1
MAP OF SEGMENT ONE ALIGNMENT

EXHIBIT 2
SUPPLEMENTAL MITIGATION MONITORING AND REPORTING PROGRAM

**SUPPLEMENTAL AGREEMENT
TO
FORTAG MASTER AGREEMENT
CANYON DEL REY / STATE ROUTE 218 SEGMENT**

This Supplemental Agreement among the Transportation Agency for Monterey County (“TAMC”), and the Monterey Peninsula Regional Park District (“District”) supplements and is entered into pursuant to the MASTER AGREEMENT (the “Master Agreement”) by and among TAMC and District. For purposes of this Supplemental Agreement, TAMC and District may be referred to collectively as the “Parties.” The parties to the Master Agreement other than TAMC may be referred to collectively as the “Underlying Jurisdictions.”

RECITALS

This agreement is based on the following facts and circumstances:

- A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or “Measure X,” was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated \$20 million annually for a total of \$600 million over thirty years, through a retail transaction and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail and Greenway (“FORTAG”). Approximately \$20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.
- B. **Approval and Adoption of Master Agreement.** On March 25, 2020, TAMC certified an Environmental Impact Report, made appropriate findings, and approved a Master Agreement among the Parties and Underlying Jurisdictions with respect to the development of FORTAG. The Master Agreement was approved on February 9, 2021.
- C. **FORTAG Project.** FORTAG is an approximate 28-mile continuous 12-foot-wide paved bicycle and pedestrian trail with an open-space buffer on both sides. A map designating the evaluated FORTAG alignment is attached to the Master Agreement as Exhibit B.
- D. **Receipt of Active Transportation Program Grant Funds.** As part of their rights and obligations under Measure X and the Master Agreement, TAMC and District coordinated in applying for, and TAMC received funds under the State of California’s Active Transportation Program for the development of a 1.5-mile segment of FORTAG within the jurisdiction of District, and including portions within the jurisdiction of Seaside and

Del Rey Oaks. (the “CDR Segment”). A map designating the approved alignment of CDR Segment is attached hereto as Exhibit 1.

NOW, THEREFORE, the Parties agree:

Section I.
Parties

The Parties to this Supplemental Agreement are District and TAMC.

Section II.
Effective Date

This Supplemental Agreement shall be effective, and a Party shall receive the benefits, and accept the obligations, described herein on the date that this Agreement is approved by the governing body of said Party.

Section III.
Implementation of Mitigation Measures

Consistent with Section IV. of the Master Agreement, and its environmental findings made in connection with the approval of the Master Agreement, District hereby adopts the Mitigation Measures listed in the Mitigation, Monitoring and Reporting Program (“MMRP”). More specifically, for the portion of the CDR Segment within District Property, such mitigation measures include:

- A. Maintain fencing and signage and replace as needed
- B. Collect litter attributed to trail use and remove solid waste from trash receptacles on a reasonable, periodic basis
- C. Install dog waste disposal facilities consistent with the measure and maintain throughout operation.

A copy of a Supplemental MMRP for the CDR Segment is attached hereto and incorporated herein as Exhibit 2.

Section IV.
Covenants of TAMC

With respect to each party Underlying Jurisdiction and this Supplemental Agreement, TAMC shall:

- A. Funding Commitment. TAMC has, and shall continue to provide funding assistance to plan, engineer, and construct the CDR Segment.
- B. Planning Assistance. TAMC has, and shall continue to provide planning and development assistance, and manage the construction of the CDR Segment.
- C. Development and Construction. TAMC shall undertake the development and construction of the CDR Segment, consistent with the terms of the Active Transportation Program Grant Adoption Resolution G-19-31 and the Project Baseline Agreement between TAMC, Caltrans, and the California Transportation Commission.

Section V.
Covenants of District

- A. With respect to the CDR Segment of FORTAG, District shall:
 - 1. Continue to cooperate with TAMC in seeking funding for the development of segments of FORTAG within its jurisdiction.
 - 2. Accept and enforce all appropriate Mitigation and Monitoring conditions identified for the segment(s) of FORTAG within the property boundaries of District, specifically AG-4(b), AG-4(c), AQ-4, and PS-1.
 - 3. Undertake appropriate review and approval of plans and specifications for the CDR Segment of FORTAG within the jurisdiction of District.
 - 4. Accept ownership of that portion of the CDR Segment of FORTAG completed within the boundaries of District property.
 - 5. Provide for the reasonable maintenance of the CDR Segment of FORTAG within the boundaries of District property.
 - 6. Prior to the completion of construction of the CDR Segment of FORTAG, adopt and enforce such reasonable use and operations rules and regulations as District deems necessary and appropriate to accomplish Supplemental MMRP conditions AG-4(b), AG-4(c), AQ-4, and PS-1.

7. Provide a minimum of 90 days advanced notice to TAMC, and conduct a duly noticed public hearing, prior to any effort to modify the use and operations rules and regulations adopted pursuant to Section V., paragraph 6, above.

Section VI.
Mutual Covenants

- A. Covenants of Master Agreement Retained. Nothing in this Supplemental Agreement shall impede or replace the Covenants set forth in the Master Agreement, both Mutual Covenants and Covenants by TAMC and/or District.
- B. Term and Termination. This Supplemental Agreement shall remain in effect as to each Party from the date of approval until terminated as provided herein.
 1. This Agreement may be terminated at any time by the mutual consent of both Parties, provided that 60 days' certified mail notice, as provided in Section XI.B., is given to all other Underlying Jurisdictions which are Parties to this Agreement.
- C. Indemnity by TAMC. As to construction of the CDR Segment by TAMC, neither District nor any of their respective governing bodies, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Supplemental Agreement. Notwithstanding Government Code section 895.6, it is also understood and agreed, pursuant to Government Code section 895.4, that TAMC shall fully defend, indemnify, and hold harmless District, and any of its respective governing bodies, elected officials, all its officers, agents, and employees from any liability imposed on District for injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Supplemental Agreement.

Payments to FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the Parties to this Supplemental Agreement.

- D. Indemnity by District. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by District in

connection with this Supplemental Agreement or any work or action taken with Measure X or funds related to the FORTAG Project. Notwithstanding Government Code section 895.6, it is also understood and agreed, pursuant to Government Code section 895.4, that District shall fully defend, indemnify, and hold harmless TAMC, its governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by District pursuant to this Supplemental Agreement or any work or action taken with FORTAG.

Payments to FORTAG contractors hired by the Underlying Jurisdiction shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities which provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s). To the extent that the Underlying Jurisdiction requires or permits a portion of a segment of FORTAG to be constructed by others not a party to the Master Agreement or this Supplemental Agreement, the Underlying Jurisdiction shall require that payments to FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

- E. Mutual Indemnification Among Parties. Each Party to this Supplemental Agreement agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions for the indemnifying party or its officials, officers, employees, or agents. In the event of liability imposed upon any of the parties to this Supplemental Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the Parties in the performance of this Supplemental Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to \$100. The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Supplemental Agreement.

Section VII. **Amendments**

This Supplemental Agreement may be amended at any time, in writing, by an amendment approved by the Parties hereto; provided that no amendment shall modify the Master Agreement, except in accordance with Section V. of the Master Agreement.

Section VIII.

Integration of Agreements

This Supplemental Agreement, together with the Master Agreements, and TAMC Ordinance No. 2016-01, are the sole agreements on the subject matters of this Supplemental Agreement between and among the Parties with respect to FORTAG.

Section IX.

Miscellaneous

- A. **Arbitration.** Any controversy or claim between the Parties to this Supplemental Agreement, or between any Underlying Jurisdiction and TAMC with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Supplemental Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice by mail of its intention to arbitrate to every other party to this Supplemental Agreement and/or Master Agreement, depending on the nature of the dispute. Such notice shall designate as “respondents” such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within 10 business days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within 20 business days of the service of the initial demand for arbitration, the initiating party and the respondent shall each designate a person to act as an arbitrator. The two designated arbitrators shall mutually designate a third person to act as arbitrator. The three arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, sections 1280, et seq.. The Parties to this Agreement agree that the decision of the arbitrators shall be both binding and final.
- B. **Notices.** Any notice or instrument required to be given or delivered by mail shall be deposited in any United States Post Office, registered or certified, postage prepaid, and addressed to the addresses of the Parties as shown on such in Exhibit A of the Master Agreement. Such notice shall be deemed to have been received by the party to whom the same is addressed at the expiration of 72 hours after deposit of the same in the United States Post Office. All other notices may be provided by regular mail to the addresses shown in Exhibit A of the Master Agreement, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.

- C. Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Supplemental Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The governing body of each of the Parties hereto hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Supplemental Agreement irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Supplemental Agreement be declared invalid or unenforceable.

- D. Governing Law; Interpretation. This Supplemental Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Supplemental Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code section 1654 concerning the interpretation of this Supplemental Agreement.

- E. No Third-Party Beneficiaries. This Supplemental Agreement is intended solely for the benefit of the parties to this Supplemental Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against TAMC, Del Rey Oaks, Seaside, the District, or any Underlying Jurisdiction.

- F. Assignment. The Parties hereto shall not assign any rights or obligations under this Supplemental Agreement with the written consent of the other Parties.

- g. Waiver. Any waiver of any terms of this Supplemental Agreement shall be in writing signed by each applicable Party thereto. A waiver of any of the terms and conditions of this Supplemental Agreement shall not be construed as a waiver of any other terms or conditions in this Supplemental Agreement.

- G. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

- H. Counterparts. This Supplemental Agreement may be signed in counterparts with the signature pages attached to form a complete document.

Section X.
Execution and Signatures

The Board of Directors of TAMC and the Board of Directors of District have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below. This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

[Signatures on following pages]

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____

Its: _____

Date: _____

Approved as to form:

TAMC Counsel

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____

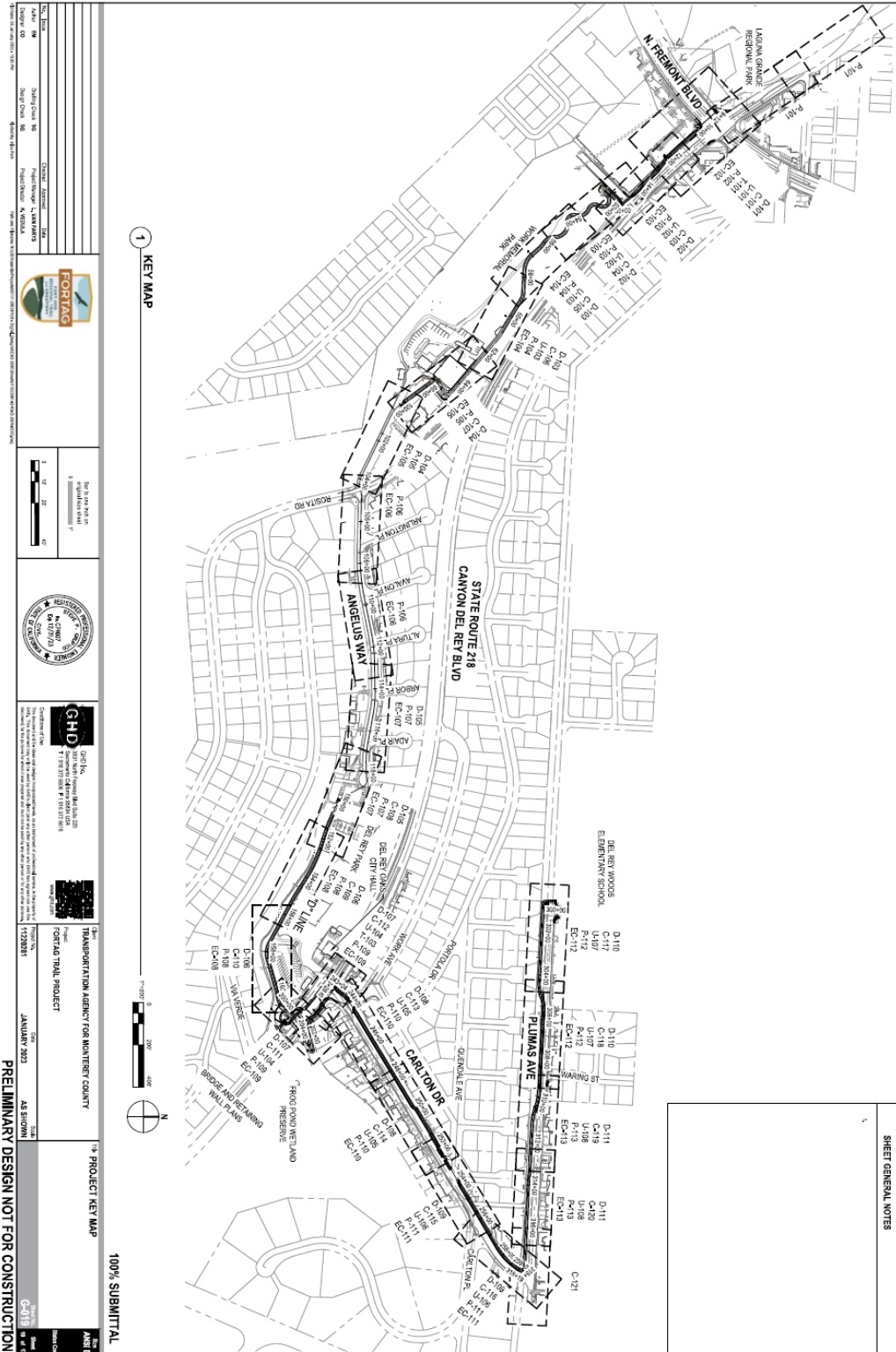
Its: _____

Date: _____

Approved as to form:

MPRPD Counsel

EXHIBIT 1 MAP OF SEGMENT ONE ALIGNMENT



SHEET GENERAL NOTES

				
3000 N. Main Street Suite 200 San Jose, CA 95128 Tel: (408) 253-1234 Fax: (408) 253-1235 www.fortac.com	1000 California Street Suite 100 San Francisco, CA 94109 Tel: (415) 774-2000 Fax: (415) 774-2001 www.ghd.com	1000 California Street Suite 100 San Francisco, CA 94109 Tel: (415) 774-2000 Fax: (415) 774-2001 www.ghd.com	1000 California Street Suite 100 San Francisco, CA 94109 Tel: (415) 774-2000 Fax: (415) 774-2001 www.ghd.com	1000 California Street Suite 100 San Francisco, CA 94109 Tel: (415) 774-2000 Fax: (415) 774-2001 www.ghd.com
TRANSPORTATION AGENCY FOR MONTEREY COUNTY STATE TRAIL PROJECT JANUARY 2015 AS SHOWN PRELIMINARY DESIGN NOT FOR CONSTRUCTION				
PROJECT KEY MAP 100% SUBMITTAL SHEET NO. 1 OF 10				

EXHIBIT 2
SUPPLEMENTAL MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Action Required	Monitoring Timing	Monitoring Frequency
<p>AG-4(b): Install Fencing and Signage Prior to Operation</p> <p>Wherever the Trail is constructed within 50 feet of agricultural fields, fencing shall be installed between the Trail and adjacent agricultural operations. In addition, signs clearly indicating “No Trespassing” shall be installed at key locations near agricultural operations, to be identified by the implementing entity for Trail segments adjacent to agriculture in consultation with agricultural operators. The signs shall specify the legal ramifications for trespassing on adjacent properties. Additional signage shall be installed, where appropriate, reminding Trail users that dogs must be on leash and remain on the trail, that littering is prohibited, and that dog waste must be removed.</p> <p>The implementing entity shall be responsible for ensuring the fencing and signs are properly maintained and shall replace fencing and signs when they are removed or damaged such that they are no longer functional.</p>	<p>Maintain fencing and signage and replace as needed</p>	<p>During operation</p>	<p>Ongoing during operation</p>
<p>AG-4(c): Regularly remove Solid Waste and Litter during Operation</p> <p>Once the Trail is open for public use, the implementing entity shall ensure that solid waste is collected from trash receptacles on a reasonable, periodic basis to ensure that the trash and recycling receptacles located along the Trail do not overflow. The frequency shall be determined by the implementing entity and may vary seasonally, with more frequent collection in the summer months when the Trail is busy.</p> <p>The implementing entity shall also be responsible for collecting litter along the Trail. If litter leaves the Trail ROW, the implementing entity shall ensure that the litter in the vicinity of the Trail that is reasonably attributed to Trail use is removed within a reasonable time frame. Access to agricultural fields for the purpose of litter removal shall be coordinated with on-site agricultural operators, taking into account pesticide/fumigant restrictions and the goal of minimizing soil compaction or direct contact with crops. The implementing entity shall not enter adjacent agricultural fields without express permission by the agricultural operator. All solid waste and recyclable materials shall be properly disposed.</p>	<p>Collect litter attributed to trail use and remove solid waste from trash receptacles on a reasonable, periodic basis</p>	<p>During operation</p>	<p>Ongoing during operation</p>

<p>AQ-4: Install Dog Waste Facilities</p> <p>Trail construction shall include installation of dog waste disposal bag dispensers with a waste receptacle at every amenity area where trash cans are provided. Waste disposal and bag refills shall be incorporated into the Master Agreement for Trail maintenance through Supplemental Agreements.</p>	<p>Install dog waste disposal facilities consistent with the measure and maintain throughout operation.</p>	<p>Install prior to operation; maintain during operation</p>	<p>Once prior to operation; ongoing during operation</p>
<p>PS-1: Ensure Adequate Police Monitoring and Safety Provisions for Each Portion of the FORTAG Alignment</p> <p>Prior to the construction and operation of any segment or portion of FORTAG, the project Master Agreement will be developed and signed by relevant jurisdictional parties, which will include provisions requiring the entry into Supplemental Agreements at the time that actual design and construction occurs. These Supplemental Agreements shall specify: 1) maintenance activities and frequency, including trash collection; 2) safety features or provisions (e.g., lighting, fencing, signage) determined appropriate by local law enforcement in consideration of potential for homeless/transient activity, illegal camping, or criminal activity in the particular trail segment; 3) safety patrol responsibility, frequency, and reporting procedures; 4) protocol for illegal camping and loitering; and 5) monitoring and reporting methodology and frequency, in consideration of ongoing reports to local jurisdictions responsible for maintenance, law enforcement and monitoring. The Supplemental Agreements shall also identify adaptive management options if public safety and law enforcement are determined to be an ongoing issue.</p>	<p>In the Supplemental Agreements to the Master Agreement, include provisions to ensure maintenance, safety, rule enforcement, and police service for the trail.</p>	<p>Prior to the construction and operation of any segment or portion of FORTAG</p>	<p>Once</p>



Memorandum

To: Board of Directors
From: Laurie Williamson, Senior Transportation Engineer
Meeting Date: April 26, 2023
Subject: Freeway Service Patrol Annual Report FY 2019/20 and 2020/21

RECOMMENDED ACTION:

RECEIVE the Freeway Service Patrol Annual Report for fiscal years 2019/20 and 2020/21.

SUMMARY:

The Freeway Service Patrol Annual Reports for fiscal years 2019/20 and 2020/21 summarize the program's performance and compares it with the previous two fiscal years. The annual reports are based on the latest year of complete data available from the State.

FINANCIAL IMPACT:

The Freeway Service Patrol program is funded by the California Department of Transportation, with a 25% local match from the Transportation Agency. The State program funding is specifically designated for Freeway Service Patrol operations. The 25% match comes from Service Authority for Freeways and Expressways funds, which originates from a \$1 per registered vehicle fee collected by the Department of Motor Vehicles. The total cost of the program was \$337,700 in fiscal year 2019/20 and \$303,300 in fiscal year 2020/21.

DISCUSSION:

The Freeway Service Patrol (FSP) is responsible for clearing the freeway of stalled or broken down automobiles, motorcycles, small trucks (vehicles with a gross weight of 6,000 pounds or less) and small debris. The Freeway Service Patrol operators contracting with the Transportation Agency provide "quick fix" items to motorists, e.g., furnishing one gallon of gasoline, changing flat tires, providing a "jump" start, taping or repairing cooling system hoses, refilling radiators or similar minor repairs. They also provide towing needs for minor collisions. If the disabled vehicle cannot be repaired in this manner, it is towed to a California Highway Patrol designated drop location. In that case, the motorist can request the vehicle operator to contact the California Highway Patrol Communication center to call for a tow truck or a friend/relative to assist them. The Freeway Service Patrol program is managed by a partnership of the Transportation Agency for Monterey County, the California Department of Transportation, and the California Highway Patrol.

The annual reports for fiscal years 2019/20 and 2020/21 are based on the latest year of complete data available from the State. The Monterey County Freeway Service Patrol operates on three service routes on three road segments: one along Highway 101 from Gould Road south of Salinas to the San Benito County line (Beat 1), one along State Route 1 between Rio Road near Carmel-by-the-Sea and State Route 156/183 in Castroville (Beat 2) and one along Highway 101 from Arroyo Seco Road south of Soledad to Gould Road (Beat 3).

Freeway Service Patrol drivers patrol these three beats during times of peak traffic congestion from 7:00 - 9:00 a.m. and 3:00 - 7:00 p.m., Monday through Friday. These Beats may also operate during special event weekends, such as the AT&T Pebble Beach National Pro-Am in February. Beat 1 (or Beat 3) also operates on Sundays from Arroyo Seco Road to the San Benito County line during the summer months to accommodate the increase in traffic due to tourists visiting the Monterey County area, while Beat 2 operates on Saturdays during the summer months to accommodate increased tourist traffic on the peninsula.

The Freeway Service Patrol has provided over 49,000 assists in Monterey County since its beginning in February 2000. In the last three fiscal years, there were a total of 8,205 assists. The FSP operators provided a high level of service, exceeding the expectations of motorists as demonstrated by user surveys. The majority of survey respondents rate the service they received as excellent.

California initiated a “shelter in place” order in mid-March of 2020 in response to the COVID-19 pandemic. During the first part of the shelter order, overall freeway traffic volumes dropped by 25% or more and freeway congestion all but disappeared. California’s county sales tax revenues declined significantly with the COVID-19 related restrictions on retail establishments, tourist attractions, restaurants, hotels and sporting events. Since the substantial COVID-19 related travel reductions observed in March 2020, travel has slowly recovered and overall, has returned to near normal levels of traffic although travel and congestion levels have not returned to their pre-COVID levels. There appears to be some long-lasting effects on travel patterns as a response to the COVID-19 pandemic (i.e., shifts toward work from home and increases in home deliveries). All FSP Programs across California retained their pre-COVID levels of FSP service throughout the COVID-19 shelter in place portion of fiscal year 2019/20 and fiscal year 2020/21 with the exception of the Metropolitan Transportation Commission (Bay Area MTC), the Metropolitan Transportation Authority (LA Metro) and the Orange County Transportation Authority (OCTA).

The effectiveness of the Freeway Service Patrol Program is assessed by calculating the annual benefit/cost ratio of each beat. The California Department of Transportation contracts with the Institute of Transportation Studies at the University of California at Berkeley for the analysis and preparation of the statewide annual FSP report. This includes the benefit/cost analysis for each FSP program as well as the statewide average ratio.

The annual savings in incident delay, fuel consumption and air pollutant emissions due to the tow truck service are calculated based on the number of assists, beat geometries and traffic volumes. The savings are then translated into benefits using monetary values for delay (\$21.79/vehicle-hour in 2019/20 and \$22.90/vehicle-hour in 2020/21) and fuel consumption (\$3.52/gallon in 2019/20 and \$3.39/gallon in 2020/21). These costs include the annual capital, operating and administrative costs for providing FSP service.

In fiscal year 2019/20, the tow truck program provided an average benefit of \$5.00 for every \$1.00 invested in the program, or an annual savings of 57,712 vehicle hours of delay, 99,207 gallons of fuel savings, and a reduction of 873,023 kilograms per year in carbon dioxide. In fiscal year 2020/21, the tow truck program provided an average benefit of \$3.00 for every \$1.00 invested in the program, or an annual savings of 34,263 vehicle hours of delay, 58,897 gallons of fuel savings, and a reduction of 517,124 kilograms per year in carbon dioxide. All FSP programs across California saw a reduction in benefit/cost ratios from the previous fiscal year ranging from 25% to 67% with the exception of San Joaquin which maintained the same benefit/cost ratio as the previous year. Although the number of assists varies from year to year, the program continues to provide high value assists to motorists in need.

Moving forward, the Freeway Service Patrol will continue to patrol Monterey County's busiest commute corridors, clearing the roads of incidents and helping motorists in need. With the passage of Senate Bill 1 in 2017 an additional \$25 million is dedicated to the statewide program annually, which has resulted in additional funding for the Monterey County Freeway Service Patrol.

WEB ATTACHMENTS:

[FSP Annual Report FY 2019-20](#)

[FSP Annual Report FY 2020-21](#)



Memorandum

To: Board of Directors
From: Janneke Strause, Transportation Planner
Meeting Date: April 26, 2023
Subject: Greenfield Participatory Budgeting Projects

RECOMMENDED ACTION:

APPROVE and **AUTHORIZE** the Executive Director to program Regional Surface Transportation Program funds, for an amount not to exceed \$250,000, to support the Greenfield Participatory Budgeting projects.

SUMMARY:

The Salinas Valley Safe Routes to School Plan includes a democratic process, called Participatory Budgeting, where community members vote to decide how public funds are spent in the cities of Gonzales, Soledad, Greenfield and King City. The Transportation Agency for Monterey County will provide up to \$250,000 to each city to implement the highest voted projects. The first city to complete the Participatory Budgeting process is Greenfield.

FINANCIAL IMPACT:

The Salinas Valley Safe Routes to School Plan is funded through a \$664,127 Caltrans Sustainable Transportation Planning Grant and \$126,501 of Measure X Safe Routes to School Program funds as is reflected in the approved fiscal year 2021/22 budget. The projects selected through the Participatory Budgeting process are funded through \$1 million (\$250,000 for four cities) in Regional Surface Transportation Program Reserve funds from the FY20/21-FY22/23 program cycle.

DISCUSSION:

The Participatory Budgeting process is designed to fast-track funding and implementation of safe routes to school projects that are meaningful to community members. In June 2022, a Greenfield Safe Routes to School Steering Committee was formed to assist in developing the process and engaging the greater community. Thirty-two community members applied and were accepted to the Committee and, on average, 25 members attended each of the eight steering committee meetings.

The Process:

1. Creating the Ballot - the Greenfield Safe Routes to School Steering Committee, made up of residents, students and community advocates worked with safe Routes to School program partners and the City of Greenfield to develop a list of projects for the community to vote on.
2. Town Hall Meeting - the Election kicked-off with a Town Hall meeting at City Hall on December 1, 2022 where the public had an opportunity to learn about the projects, ask questions, and cast their vote.
3. Voting - The public was able to vote for their favorite projects for a 2-week period (December 1 – December 15) at ballot drop-off sites or online.
4. Election Results - the winning projects were announced at the March 14, 2023 Greenfield City Council meeting.

Election Results:

The ballot included 21 street safety projects, three projects for each public school in the city. During the two-week voting period, a total of 244 community members voted for their favorite projects. Of those 244 ballots, 132 ballots were in Spanish, 156 were paper and 88 were submitted online.

After the ballots were collected and counted, the Steering Committee reviewed the election results and recommended to City Council that the following projects be funded to make the most of the \$250,000 grant from the Transportation Agency (full list of projects linked below). On March 14, 2023, the Greenfield City Council approved the recommendation to implement the following projects:

Rank	Project Title	Description	Estimated Cost	School
1	12th Street Sidewalk Between Oak and Elm	Detail: Install 0.24 miles of sidewalk on the south side of 12th Street between Oak Avenue and Elm Avenue. Install high visibility crosswalk, curb ramp, and flashing stop signs on 12th Street and Elm Avenue when sidewalk is installed. Benefits: Improve safety for students walking along 12th Street to Vista Verde Middle or Oak Avenue Elementary Schools.	\$132,000	Vista Verde Middle School
3	Upgrade Signs around All School Campuses	Details: Upgrade 12 signs around all school campuses. Benefits: Better signage can increase driver awareness and pedestrian visibility.	\$10,200	Citywide
7	12th Street Sidewalk Between Cherry and Harvest	Detail: Install a 0.12-mile sidewalk on 12th Street between Cherry Avenue and Harvest Way. Benefit: Improve pedestrian safety by providing dedicated space for people to walk.	\$60,000	Arroyo Seco Academy
9	Heidi Drive Crosswalk and	Detail: Install high visibility crosswalk	\$7,400	Vista Verde Middle School

	Signage	across Heidi Drive on Elm Avenue and install school crossing signage. Benefits: Improve safety and visibility of pedestrians crossing Heidi Drive.		
		TOTAL	\$209,600	

Projects funded through the participatory budgeting process will begin implementation as soon as the Transportation Agency adopts the April 2023 Master Funding Agreement Exhibit A attached below.

The Transportation Agency Master Funding Agreement memorializes conditions and requirements for local agencies to use state funds passed through by the Transportation Agency for Monterey County. Each agency receiving Regional Surface Transportation Program, Regional Development Impact Fee, and Transportation Development Act 2% funds are required to enter into a master agreement. Exhibit A is the approved list of projects to receive funding from the Transportation Agency.

ATTACHMENTS:

- April 2023 Master Funding Agreement Exhibit A - Greenfield

WEB ATTACHMENTS:

[Greenfield PB Election Results](#)

Transportation Agency for Monterey County
Master State and Federal Funding Agreement
Exhibit A

City of Greenfield

Agency	Board Approval Date	Fund Expiration Date	Type	Active Projects	Budget	Paid	Balance Outstanding
Greenfield	8/26/2020	8/26/2023	TDA 2%	Walnut Avenue Pedestrian and Bikeway Improvements	\$ 590,000.00	\$ -	\$ 590,000.00
Greenfield	3/22/2023	3/21/2026	RSTP Fair Share	Unprogrammed balance Salinas Valley SRTS Plan - Participatory Budgeting	\$ 307,516.82	\$ -	\$ 307,516.82
Greenfield	4/26/2023	4/25/2026	RSTP Reserve	- 12th Street Sidewalk Between Oak and Elm - Upgrade Signs around All School Campuses - 12th Street Sidewalk Between Cherry and Harvest - Heidi Drive Crosswalk and Signage	\$ 250,000.00	\$ -	\$ 250,000.00
					\$ 1,147,516.82	\$ -	\$ 1,147,516.82

Agency	Board Approval Date	Fund Expiration Date	Type	Completed Projects	Budget	Paid	Balance Outstanding
Greenfield	3/26/2014	Completed	RSTP Fair Share	El Camino Real Streetscape Project	\$ 907.60	\$ 907.60	\$ -
Greenfield	5/25/2016	Completed	RSTP Fair Share	Greenfield Street Rehabilitation Project	\$ 427,258.28	\$ 427,258.00	\$ 0.28
					\$ 428,165.88	\$ 428,165.60	\$ 0.28

Last Revised: 4/26/2023

Approved by: _____
 Todd Muck, Executive Director



Memorandum

To: Board of Directors
From: Ariana Green, Principal Transportation Planner
Meeting Date: April 26, 2023
Subject: Measure X Funding Agreement King City Traffic Garden

RECOMMENDED ACTION:

Measure X Funding Agreement King City Traffic Garden:

1. **APPROVE and AUTHORIZE** the Executive Director or their designee to execute an agreement with the City of King, in an amount not to exceed \$45,000 to pave a site in San Antonio Park for the King City Traffic Garden project for the period ending December 31, 2024;
2. **APPROVE** the use of \$45,000 in Measure X Safe Routes to Schools funds budgeted to this project; 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:

The Transportation Agency is working with King City to design and implement a traffic garden at San Antonio Park. The traffic garden will be a publicly accessible space for children to learn traffic safety and practice walking and rolling skills. In order to create space for the traffic garden the City requires funding to pave a portion of the park. This contract will provide the necessary funds to pave the space for the traffic garden.

FINANCIAL IMPACT:

Measure X Safe Routes to Schools funding will be provided in an amount not to exceed \$45,000.

DISCUSSION:

The King City Traffic Garden project is a community-designed traffic safety education tool. A traffic garden is a rideable course that is used to teach the rules of the road and provide a safe space for children to practice traffic safety, bicycling, scootering, and walking skills. The King City Traffic Garden will be located in the popular San Antonio Park, adjacent to the existing skatepark, and will be accessible by the planned San Antonio bike path.

TAMC received an Active Transportation Program grant to design and stripe the traffic garden, but the grant does not include sufficient funding to do the site preparation needed at the desired location. As such, additional funding is needed to pave the traffic garden site in the park to create a smooth riding and walking surface.

Safe Routes to School educational programming and tools are eligible expenses of Measure X funding, and the Safe Routes to School program has sufficient funds to provide up to \$45,000 to King City to do the necessary site preparation for the King City Traffic Garden. After the site has been paved, TAMC will work with a striping contractor to install the traffic garden using the design developed by King City community members.

ATTACHMENTS:

- MX Funding Agreement King City Traffic Garden

**REGIONAL FUNDING AGREEMENT
FOR THE SITE PREPARATION FOR THE KING CITY TRAFFIC GARDEN**

This Measure X Regional Funding Agreement ("Agreement") is made and entered into on _____ by and between the City of King City ("Sponsor") and the Transportation Agency for Monterey County ("TAMC"), collectively referred to herein as "Parties," or in the singular, as "Party."

RECITALS

WHEREAS on November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the "Act"), approved the Transportation Safety & Investment Plan Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"); and

WHEREAS Measure X identifies Safe Routes to School programs and projects such as the King City Traffic Garden (the "Project") as an eligible use of funds from Measure X revenues; and

WHEREAS Sponsor desires to receive Measure X regional funding from TAMC for the site preparation phase of the Project; and

WHEREAS up to \$45,000 of Measure X funds are designated for the site preparation phase of the Project; and

WHEREAS TAMC is authorized to program funds to the Project and wishes to assist in the site preparation phase of the Project; and

WHEREAS the Parties understand and agree that as between TAMC and Sponsor, any cost savings developed in implementing the Project will be retained by TAMC and may be re-programmed for other components of the Project or eligible Measure X projects;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties hereto represent, covenant and agree as follows:

**SECTION I
Covenants of Sponsor**

1.1 Project Definition. The Project Description and Scope of Work for the site preparation phase of the Project is attached hereto as Exhibit A. The Estimated Project Cost and Schedule is also attached hereto as Exhibit B.

1.2. Change in Project Scope. No change in the Project Description or Scope of Work as described in Exhibit A may be approved or implemented until it has been reviewed and approved by TAMC as an amendment to Exhibit A. Changes implemented without TAMC approval will not be eligible for reimbursement.

1.3. Eligible Costs. Eligible costs to be reimbursed by TAMC pursuant to this Agreement are those costs directly related to the Project's implementation of site preparation as specified in Exhibit B. City of King City overhead costs are not eligible for reimbursement. In no event shall expenses incurred prior to the execution of this Agreement, or for purposes other than site preparation be considered eligible reimbursement costs under this Agreement.

1.4. Timing of TAMC Disbursements. TAMC shall issue payments in the form of reimbursements to Sponsor pursuant to a Request for Payment submitted by the Sponsor, as described in Section 1.5. As the Sponsor complies with the procedure set forth in Section 1.5, below, the Sponsor will submit its documentation in a sufficiently timely basis to allow TAMC to review Requests for Payment and to disburse funds directly to Sponsor within a period of twenty (20) business days. TAMC shall not be responsible for any penalties or charges related to late payments to Sponsor or Sponsor contractors, if TAMC has made a disbursement to the Sponsor within this period, or if TAMC has complied with Section 2.4 ("Suspension of Disbursements) for any invoices/Requests for Payments that are disputed. Sponsor understands that in no event shall payments from TAMC, when aggregated with previously approved reimbursement requests, exceed the amount listed as "Total Reimbursable Amount" in Exhibit B.

1.5. Invoices and Progress Reports. Starting at least three months after the execution of this Agreement, Sponsor will submit to TAMC a Request for Payment. This document will include the following specified information:

1.5.1. Invoices. Sponsor will provide TAMC with one (1) copy of all invoices submitted to Sponsor by every contractor, subcontractor, consultant, or subconsultant performing work related to the Project.

1.5.2. Request for Payments. A Request for Payment shall accompany the invoices. Requests for Payment shall consist of a cover letter stating the time period for which reimbursement is requested, a brief summary of work completed, the name of the Project, total amount requested and contact name and telephone number, as well as all invoices and progress reports for which the Sponsor requests reimbursement.

1.6. Use of Funds. Sponsor will expend funds consistent with the Project's Scope of Work described in Exhibit A and Estimate of Cost described in Exhibit B or approved by TAMC pursuant to Section 1.2. Sponsor shall encumber the funds no later than the Project schedule as listed in Exhibit B.

1.7. Submittal of Documents. Sponsor will provide copies to TAMC of all executed contracts which relate to the Project's Scope of Work, as described in Exhibit A, or approved by TAMC pursuant to Section 1.2. Sponsor will retain records pertaining to the Project for as long as required by law, but not less than a minimum of five (5) years following completion of the Project.

1.9. Cost Savings and Excess Costs

1.9.1. Cost Savings. As between Sponsor and TAMC, after the site preparation phase of the Project has been accepted by Sponsor as complete, any positive difference between the costs, as listed in Exhibit B or approved by TAMC pursuant to Section 1.2, and the total amount paid by TAMC shall be considered cost savings. All (100%) of the cost savings will be re-credited to TAMC for re-programming by TAMC on other components of the Project or eligible Measure X projects.

1.9.2. Excess Costs. In the event the actual Project cost exceeds the estimates shown in Exhibit B, this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amounts identified in Exhibit B as reimbursable project costs.

1.10. Errors and Omissions. Sponsor shall diligently monitor and manage all aspects of the work to be performed with funding from this Agreement and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor or sub-contractor and their insureds and sureties suspected of any acts, errors, or omissions committed during business activities that economically or legally damage the Project.

SECTION II **Covenants of TAMC**

2.1. Funding Commitments. TAMC shall provide funding to Sponsor in an amount not to exceed Forty-Five Thousand Dollars (\$45,000) for eligible Project costs as specified in the Funding Summary included with Exhibit B consistent with the procedures described in Section 1.5.

2.1.1. Deadline to Submit Reimbursement Requests. Requests for Payment shall be submitted to TAMC on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Copies of invoices must be complete and legible, or the Request for Payment will be returned. TAMC shall make payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.2. Late Submittals. If Sponsor fails to submit invoices, documentation or progress reports, as set forth in this agreement, to TAMC in a timely

manner, then TAMC may delay the reimbursement payments until the required documentation is provided.

2.1.3. Costs Ineligible for Reimbursement. In addition to any other remedy detailed herein, or otherwise afforded by law, TAMC reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.2. Delay or Suspension of Reimbursement Payments. Notwithstanding the reimbursement provisions listed above, if TAMC determines that an invoice includes ineligible costs, lacks adequate supporting documentation, the TAMC Project Manager or Fiscal Officer shall provide the Sponsor with a written dispute notice outlining the reason for the return and the proposed remedy, if one exists, which would make the invoice acceptable. TAMC will delay payment until within 15 days of when the revised invoice or requested documentation is received. If Sponsor disputes the TAMC finding or request, Sponsor may immediately submit a new invoice representing only the amounts which are not in dispute, while setting aside the disputed amounts for review in accordance with the provisions set forth below.

2.3 Dispute Resolution Process.

2.3.1 If at any time either party hereto is considered to have failed to meet any of the conditions included in this Agreement, the parties shall meet and confer in a good faith effort to resolve the matter. Such meet and confer shall occur within thirty (30) days of a notice from one party to the other of non-compliance.

2.3.2 If, after meeting and conferring, there is still a dispute as to compliance or non-compliance with a term or condition of the Agreement, TAMC shall refer the matter to the eXcellent Oversight Committee for its review and recommendation. Consistent with the terms of the Ralph M. Brown Act, the eXcellent Oversight Committee meeting may be a special meeting, provided that at least 72 hours prior notice is provided to the public and an agenda is posted. After considering the matter, the eXcellent Oversight Committee may make its recommendation to the parties to resolve the matter.

2.3.3 Pending the consideration and possible resolution of the issue by the eXcellent Oversight Committee, TAMC shall withhold disputed Measure X payments to the City of King City under this Agreement, except for allocations required for bond payments, which shall not be withheld.

2.3.4 If, after receiving the recommendation from the eXcellent Oversight Committee the parties are still in dispute over compliance or non-compliance of this Agreement, the matter shall be agendized at the next

available TAMC Board meeting. Each party may submit up to five (5) pages in support of its position, as part of the agenda package to be submitted for such Board meeting. If the parties are still in dispute after the TAMC Board meeting, then the disputing party may file an action in Monterey Superior Court.

2.3.5 Resumption of funding distribution to the Sponsor can occur at any time during the life of Measure X but shall only occur after full repayment of any unauthorized expenditure(s) of Measure X funds, and confirmation by TAMC of Sponsor's compliance with each of the conditions in this Agreement. Repayment of unauthorized expenditures may not be made by future Measure X funds.

2.4. Making of Payment Does Not Result In Waiver. TAMC payments pursuant to an approved Request for Payment does not result in a waiver of the right of TAMC to require fulfillment of all terms of this Agreement.

2.5. Right to Conduct Audit. TAMC shall, at TAMC's expense, have the right to conduct an audit of all Sponsors' records pertaining to the Agreement at any time during construction and up to a five (5) year period after completion of the Project. If any irregularities are found as a result of an audit, Sponsor shall reimburse TAMC for the cost of the audit.

SECTION III **Mutual Covenants**

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.16.

3.2. Discharge/Termination. This Agreement shall be subject to discharge as follows:

3.2.1. Termination by Mutual Consent This Agreement may be terminated at any time by mutual consent of the Parties. At the time of any such mutual termination, TAMC shall be obligated to provide funding for only such Requests for Payment as may be outstanding and approved at the time of termination.

3.3. Indemnity. It is mutually understood and agreed, relative to the indemnification of TAMC and Sponsor:

3.3.1. Sponsor shall, to the full extent permitted by law, fully defend, indemnify, and hold harmless TAMC, its Board and Directors, and any officer, agent, or employee of TAMC, against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement.

3.3.2. TAMC shall, to the full extent permitted by law, fully defend, indemnify, and hold harmless Sponsor, and any officer or employee of Sponsor, against any damage or liability occurring by reason of anything done or omitted to be done by TAMC under the Agreement.

3.3.3. Notwithstanding any other provision of this Agreement, each party's obligation to defend, indemnify and hold harmless the other party, 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 Sponsor's performance pursuant to the Agreement.

3.4. Liability. As TAMC is only providing certain funds and is not the primary or responsible agency for carrying out the Project herein identified, TAMC is not liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of the acts or omissions of Sponsor or its agents, contractors, consultants, engineers, or representatives. Nor shall TAMC be liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise because of TAMC's provision of funds which may ultimately be utilized in, but not limited to, the acquisition of, the design, implementation, or construction of the Project herein described.

3.5 Contract Administrators. Sponsor's designated principal responsible for administering Sponsor's work under this Agreement shall be Octavio Hurtado, Public Works Director / City Engineer; TAMC's designated administrator of this Agreement shall be Dave Delfino, Financial Officer. TAMC's Project Manager under this Agreement shall be Ariana Green, Principal Transportation Planner.

3.6 Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TAMC
Todd Muck
Executive Director
55B Plaza Circle
Salinas, California 93901

CITY OF KING CITY
Octavio Hurtado
Public Works Director / City Engineer
212 South Vanderhurst Ave
King City, CA 93930

Either Party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.6. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.7. Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.8. No Promise or Representation of Approval. It is expressly agreed and understood that this Agreement is to fund the site preparation phase of the Project and each Party retains their full discretion to agree or disagree to terms and conditions relating to future actions with respect to the Project and that by entering into this Agreement neither TAMC nor the Sponsor is making any promise, representation or commitment to give special treatment to, or exercise its discretion favorably with respect to the final consideration and possible approval of the Project or any entitlement to develop the Project on TAMC property.

3.9. Integration. This Agreement represents the entire Agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.10. Amendment. This Agreement may not be changed, modified, or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.11. Independent Agency. Sponsor renders its services under this Agreement as an independent agency and TAMC is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of TAMC and none of TAMC's agents or employees shall be agents or employees of Sponsor.

3.12. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

3.13. Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of TAMC or Sponsor, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.14. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

3.15. Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by the Parties; each counterpart shall be deemed an original, but all counterparts shall constitute a single document.

3.16. Survival. The following provisions in this Agreement shall survive discharge:

3.16.1. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to Project), Section 1.7 (obligation to provide copies and retain records), Section 1.8 (obligation to continue to manage Project).

3.16.2. TAMC. As to TAMC, the following section shall survive discharge: Section 2.5 (right to conduct audit).

3.16.3. Both Parties. As to both Parties, the following sections shall survive discharge: Section 3. (indemnity) and Section 3.4 (liability), until the expiration of all relevant statutes of limitations.

3.17. Limitation. All obligations of TAMC under the terms of this Agreement are expressly contingent upon TAMC's continued authorization to administer the reimbursable funds identified in the Funding Summary included with Exhibit B. If for any reason, TAMC's right or ability to collect or expend such funds are terminated or suspended in whole or part so that it materially affects TAMC's ability to fund the Project, TAMC shall promptly notify Sponsor, and the Parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the Parties, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund this Project or any other project or projects of Sponsor, not already specifically covered by a separate Agreement, shall arise only upon execution of a new Agreement.

3.18. Time. Time is and shall be of the essence of this Agreement and each of its provisions in which performance is a factor.

3.19. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.20. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue shall be in Monterey County.

3.21. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.22. No Continuing Waiver. The waiver by any Party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.23. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies on any third-party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party to any Party to this Agreement, nor shall any provision of this Agreement give any third-party any right of subrogation or action over or against any Party to this Agreement.

3.24. Signatory's Warranty. Each Party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other Party.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

TRANSPORTATION AGENCY FOR
MONTEREY COUNTY:

CITY OF KING CITY:

By: _____
Todd Muck
Executive Director, TAMC

By: _____
Mike LeBarre
Mayor, King City

Approved as to form:

Approved as to form:

By: _____
Robert Brayer
TAMC Counsel

By: _____
Roy Santos
City Attorney, King City

EXHIBIT A

PROJECT DESCRIPTION and SCOPE OF WORK

Project Name: Site Preparation for King City Traffic Garden

Project Contact: Octavio Hurtado, Public Works Director / City Engineer, City of King City

Project Manager: Octavio Hurtado, Public Works Director / City Engineer, City of King City

PROJECT DESCRIPTION

Responsible Agency: City of King City

Project Limits: The project site for the King City Traffic Garden is the ~6405 square foot space adjacent to the existing Skate Park in San Antonio Park.



Project Phase: Site Preparation

This phase of work includes removing the existing SOD, over-excavate for new section, compact subgrade, furnish & install 4" Class II Baserock section & 2" Type A 1/2" AC section at the King City Skate Park.

Project Purpose:

King City has a history of pedestrian and bicycle crashes resulting in injury to people of all ages including children. The purpose of this project is to create a smooth surface for a public traffic garden course which will be used to teach traffic safety and ultimately help prevent future crashes.

Transportation Benefit:

The King City Traffic Garden will be a publicly accessible and free space for children to learn and practice traffic safety, bicycling and walking.

SCOPE OF WORK

The King City Traffic Garden project is a community-designed traffic safety education tool. A traffic garden is a rideable course that is used to teach the rules of the road and provide a safe space for children to practice driving, bicycling, scootering and walking skills. The King City Traffic Garden will be located in the popular San Antonio Park adjacent to the existing skatepark and will be accessible by the future San Antonio bike path.

TAMC received an Active Transportation Program grant to design and stripe the traffic garden, but the grant does not include sufficient funding to do the site preparation needed for the desired location. As such, additional funding is needed to pave the traffic garden site in the park to create a smooth riding and walking surface.

Safe Routes to School educational programming and tools are eligible expenses of Measure X funding, and the Safe Routes to School program has sufficient funds to provide up to \$45,000 to King City to do the necessary site preparation for the King City Traffic Garden.

After the site has been paved, TAMC will work with a striping contractor to install the traffic garden using the design developed by King City community members.

EXHIBIT B

COST & FUNDING SUMMARY

<u>Project Phase</u>	<u>Fund Source</u>	<u>Fiscal Year</u>	<u>Amount</u>	<u>Reimbursable by TAMC Under This Agreement?</u>	<u>Funding Secured?</u>
Site Preparation	Measure X	2022/23	\$45,000	Yes	Yes
Total Reimbursable Amount:			\$45,000		Yes
Total Cost:			\$45,000		Yes

ESTIMATED SCHEDULE

- **April/May 2023 – Formalize Funding**
 - Execute Funding Agreement with approval from TAMC Board & King City Council
- **May 2023: Site Preparation**
 - Removal of existing SOD
 - Furnish and install new AC lot
- **Summer 2023 – Invoice & Closeout**
 - King City to invoice TAMC
 - TAMC will closeout contract after payment is issued



Memorandum

To: Board of Directors
From: Ariana Green, Principal Transportation Planner
Meeting Date: April 26, 2023
Subject: Salinas Harden Parkway Safe Routes to Schools Contract

RECOMMENDED ACTION:

Salinas Harden Parkway Safe Routes to Schools Contract:

1. **APPROVE and AUTHORIZE** the Executive Director or their designee to execute an agreement with the City of Salinas, in an amount not to exceed \$1,719,854.42 to provide programming for the Harden Parkway Safe Routes to Schools project for the period ending December 31, 2027;
2. **ACCEPT** the Active Transportation Program grant funds awarded to the City of Salinas and Transportation Agency for this project; 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:

The Transportation Agency partnered with the City of Salinas as a sub-applicant on an Active Transportation Program grant for the Harden Parkway Safe Routes to Schools project. The City of Salinas was awarded the grant in December 2022 and Transportation Agency programming for the project will start in Fall 2023.

FINANCIAL IMPACT:

The Harden Parkway Safe Routes to Schools project is fully-funded by an Active Transportation Program Cycle 6 grant from the State. For the Transportation Agency's non-infrastructure work on the project, they will be awarded a not-to-exceed amount of \$1,719,854.42. No matching funds are required for this project.

DISCUSSION:

The Harden Parkway Path and Safe Routes to Schools Project will provide a safe network of paths for youth, seniors and inexperienced riders separated from high-speed vehicles. The project will install a pedestrian and bicycle path along Harden Parkway comfortably separated from vehicle traffic by landscaping and street trees, and intersection improvements on McKinnon Street and Westminster Drive, connecting the proposed Harden Parkway Path to Natividad Elementary, Harden Middle School, North Salinas High School, Vista Harden Ranch Senior Living, El Dorado Park, McKinnon Park, and transit stops.

TAMC and safe routes to schools partners will provide education and encouragement programming to encourage and increase safe bicycling and walking and prevent unsafe behaviors. This programming will help ensure that students, parents, and seniors are provided with the opportunity to learn and practice safe walking and biking skills, reduce the amount of traffic surrounding schools, increase the number of students walking and biking to school, and improve the health of children and seniors in Salinas. Programming will also involve a sidewalk art project marking safe routes to schools, traffic garden, "health in all policies" civic engagement, senior walking presentations, and a safety campaign

for motorists.

TAMC partnered with the City of Salinas on the grant application and thus did not need a competitive procurement process. The project is expected to kick off in Fall 2023 and conclude in Summer 2027.

WEB ATTACHMENTS:

- [Agreement for Harden Pkwy SRTS](#)



Memorandum

To: Board of Directors
From: Ariana Green, Principal Transportation Planner
Meeting Date: April 26, 2023
Subject: Salinas Alisal Safe Routes to Schools Contract

RECOMMENDED ACTION:

Salinas Alisal Safe Routes to Schools Contract:

1. **APPROVE and AUTHORIZE** the Executive Director or their designee to execute an agreement with the City of Salinas, in an amount not to exceed \$84,998.80 to provide programming for the Alisal Safe Routes to Schools project for the period ending December 31, 2027;
2. **ACCEPT** the Active Transportation Program grant funds awarded to the Transportation Agency for this project; 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:

The Transportation Agency partnered with the City of Salinas as a sub-applicant on an Active Transportation Program grant for the Alisal Safe Routes to Schools project. The City of Salinas was awarded the grant in December 2022 and Transportation Agency programming for the project will start in Fall 2023.

FINANCIAL IMPACT:

The Alisal Safe Routes to Schools project is fully-funded by an Active Transportation Program Cycle 6 grant from the State. For the Transportation Agency's non-infrastructure work on the project, they will be awarded a not-to-exceed amount of \$84,998.80. No matching funds are required for this project.

DISCUSSION:

The Alisal Safe Routes to School project will provide a safe pedestrian crossing across Williams Road in front of Alisal High School. Williams Road provides direct access to Alisal Community School and Alisal High School and is a popular route for students and families. Many drivers speed along Williams Road and exhibit hazardous driving behavior. Multiple children have been hit by cars while walking or crossing this street over the years and in August 2020 a community member was killed while crossing the street in front of Alisal High School on Williams Road. To prevent future injuries and death, the Alisal Safe Routes to Schools Project will enhance the existing uncontrolled crosswalk in front of Alisal High School and provide buffered bicycle facilities along Williams Road, providing safer access to Alisal Community School, Alisal High School, transit, parks and the Cesar Chavez Library. This project will be a safety benefit for students and community members who must cross and travel on busy Williams Road.

TAMC and safe routes to school partners will provide education and encouragement programming to increase safe bicycling and walking and prevent unsafe behaviors that are currently a factor of the high pedestrian and bicyclist collision rates involving children in the community.

TAMC partnered with the City of Salinas on the grant application, so a competitive procurement process was not needed. Work on the project is expected to begin in Fall of 2023 and conclude in Summer 2027.

WEB ATTACHMENTS:

- [Agreement for Alisal SRTS](#)



Memorandum

To: Board of Directors
From: Christina Watson, Director of Planning
Meeting Date: April 26, 2023
Subject: Salinas Rail Project - HDR Packages 2 & 3 Final Design Contract Amendment 3

RECOMMENDED ACTION:

Salinas Rail Project Packages 2 & 3 - HDR Engineering Contract Amendment #3:

1. **APPROVE** and **AUTHORIZE** the Executive Director, or their designee, to execute contract amendment #3 with HDR Engineering Inc., subject to approval by Agency Counsel, adding an amount not to exceed \$691,749, for a total not-to-exceed contract amount of \$4,631,359, and extend the deadline on the contract from June 30, 2023 to June 30, 2025, to complete the design work for Package 2, Salinas layover facility, and Package 3, Gilroy track connections;
2. **AUTHORIZE** the use of Regional Surface Transportation Program or state funds budgeted to this project that may become available for this purpose;
3. **FIND** that this amendment is justified as a sole source due to 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
4. **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:

The Salinas Rail Extension Kick Start Project, package 2 (Salinas layover facility) and package 3 (Gilroy track connections) are now at 100% design. HDR Engineering, Inc. was originally hired for this work in April 2020 after a formal Request for Proposals process. The contract now needs to be amended to add funding to the contract for unforeseen design activities beyond what was considered in the original contract. Staff also recommends extending the contract by two years to continue the momentum on the work done to date and to enable HDR to bring the project to the bidding stage. Staff recommends a sole source finding for this proposed amendment #3 based on the related nature of the tasks and efficiencies involved.

FINANCIAL IMPACT:

This increase of \$691,749, added to the amendment 1 funding increase of \$467,457 and the amendment 2 funding increase of \$284,938, represents a 45% increase from the original 2020 contract budget of \$3,187,215. The budget for the contract, as amended, would have a not-to-exceed amount of \$4,631,359. The increase will be funded through Regional Surface Transportation Program funding allocated to this project, until new state project funding becomes available.

DISCUSSION:

The Salinas Rail Extension Kick Start Project Packages 2 and 3 are currently at 100% design. HDR Engineering is awaiting design feedback from Union Pacific Railroad (UPRR).

Amendment 3 adds \$691,749, for the additional scope of Amtrak platform design coordination in Salinas, High-Speed Rail design coordination in Gilroy, Salinas property acquisition support, and utility coordination beyond what was considered in the original contract, as shown in the revised scope of work and budget for Amendment 3.

Staff believes it is most appropriate to do a contract amendment with HDR to add funding to this contract and recommends a sole source finding. **Attached** are the contract amendment #3, revised scope of work (Exhibit A-3), and the revised budget (Exhibit B-3).

ATTACHMENTS:

- Draft HDR Contract Amendment 3

AMENDMENT #3 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
HDR ENGINEERING, INC.

THIS AMENDMENT NO. 3 to the agreement dated April 22, 2020, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC," and HDR Engineering, Inc., 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 April 22, 2020, hereinafter referred to as "Agreement"; and
- B. **WHEREAS**, the Agreement relates to the Salinas Rail Extension Kick Start Final Design: Packages 2 & 3 (the "Project"), for which Consultant is to provide final design services; and
- C. **WHEREAS**, the Agreement contains a not-to-exceed amount, which may be amended only by the written agreement of the parties, and which establishes the maximum amount of costs which may be incurred under the Agreement; and
- D. **WHEREAS**, on April 28, 2021, TAMC and Consultant entered into Amendment No. 1 to increase the maximum amount payable to add new tasks to the project scope of work related to the six-train layover facility in Salinas and right-of-way acquisition in Gilroy; and
- E. **WHEREAS**, on September 22, 2021, TAMC and Consultant entered into Amendment No. 2 to increase the maximum amount payable to add new tasks to the project scope of work related to roadway and pedestrian crossings in Gilroy and the proposed buildings in Salinas and Gilroy; and
- F. **WHEREAS**, TAMC and Consultant desire to amend the Agreement, to extend the term of the agreement from June 30, 2023, to June 30, 2025, and to increase the maximum amount payable to account for design work that exceeded the original anticipated workload and to keep the momentum of the project's final design and prepare the documents for bidding the project;

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

1. TERM OF AGREEMENT

Paragraph 1 of the Agreement is amended as follows (changes in strikeout and underline): “The term of this Agreement shall begin upon April 22, 2020, 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, ~~2023~~ 2025. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.”

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: 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 ~~Three Million, One Hundred and Eighty Seven Thousand, Two Hundred and Sixteen Dollars (\$3,187,216)~~ Four Million, Six Hundred Thirty-One Thousand, Three Hundred and Fifty-Nine Dollars (\$4,631,359). 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 amended, as Exhibit B, as amended, is hereby replaced with the Budget attached hereto as Exhibit B-3 and shall be effective upon execution.

The Scope of Work and Schedule attached to the Agreement, as amended, as Exhibit A, as amended, is hereby replaced with the Scope of Work 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. 3 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

HDR Kick Start Design Contract Amendment #3
Approved by TAMC Board of Directors April 26, 2023

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3 to the Agreement with HDR Engineering, Inc.

TAMC:

HDR ENGINEERING INC.:

Todd A. Muck
Executive Director

Holly Kennedy
Senior Vice President

(date)

(date)

Approved as to form:

TAMC Counsel

(date)

PROJECT UNDERSTANDING

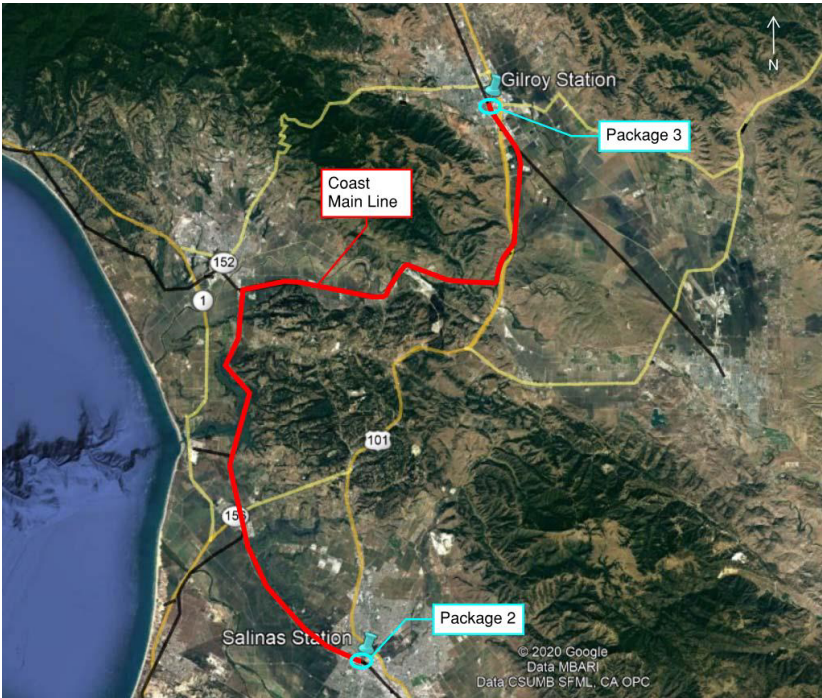
The Transportation Agency for Monterey County (TAMC) has been working to extend passenger rail service from Santa Clara County to the Monterey County by way of the “Monterey Rail Extension Project.” The project is anticipated to ultimately provide six daily roundtrip passenger rail service between Gilroy and Salinas, California, on the Union Pacific Railroad (UP) Coast Subdivision with intermediate stations in Watsonville/Pajaro and Castroville. The plans for the full build-out project were developed to 60% design level in 2010.

To utilize the state and local funding secured, TAMC identified a minimum operable segment and supporting infrastructure improvements referred to as the “Kick-Start” project. The Kick-Start project will provide two daily roundtrip passenger rail service between Gilroy and Salinas Station. The passenger rail service operator was identified as Capitol Corridor Joint Powers Authority (Capitol Corridor). The project was divided into the following three packages:

- Package 1 - Salinas Station Bus Facility, Parking Lot and Lincoln Avenue Extension Improvements
- Package 2 - Salinas Train Layover Facility and Platform Improvements
- Package 3 - Gilroy Station Track Access Improvements

Package 1 is currently under construction. Package 2 and Package 3 were developed to 75% PS&E and placed on hold in 2016. Since being placed on hold, the proposed passenger rail service provider has been changed to Peninsula Corridor Joint Powers Board (Caltrain).

This scope of work is for the preparation of the final design, specifications and estimate for Package 2 and Package 3. It does not include design work for the improvements on the Coast Main Line track.



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Task 1. Kick-off Meeting and Document Review

HDR will meet with TAMC Agency staff to discuss the project developments since the 75% PS&E was prepared in 2016. This meeting will be the start of a verification and validation process where HDR will verify whether the design meets the current design criteria for Caltrain and UP. HDR will identify Caltrain engineering design, operations, maintenance, and other standards that would impact the development of PS&E. HDR will prepare a list of current design deviations from UP and Caltrain standards as well as a description the constraints and design changes required for each to meet standard. This list will be used to identify any high-risk design deviations with TAMC.

HDR will hold in-person kick-off meetings with the following key stakeholders: Caltrain, City of Salinas, and City of Gilroy. The purpose of these meetings will be to re-introduce stakeholders/partners to the project, explain the project background and design history, and seek to understand their perspective on any potential required design modifications. HDR will also seek to confirm stakeholder review processes and review durations.

At the completion of the document review and stakeholder meetings, HDR will present its findings and a go-forward work plan and associated project schedule.

Key Understandings:

- Assumes four (4) in-person meetings

Deliverables:

1. List of design deviations from current UP and Caltrain standards
2. Meeting notes
3. Work Plan and Schedule

Task 2. Project Management

Project administration and management activities consist of project file setup both within HDR's ProjectWise system and paper files, contract administration, developing sub-consultant agreements, monthly progress reporting and invoicing, correspondence and communication with the project team, document control, and task management. Coordination with the team will consist of regular phone and email contact in addition to weekly meetings.

HDR will provide overall Project administration and management activities that include:

- Contract administration and development of sub-consultant agreements
- Track overall project schedule and design costs.
- Monthly progress report and invoice submittals
- Project file set up and document control
- Develop and implement quality management plan (QMP)
- Develop and manage of the Project CPM schedule
- Develop and manage the Project Risk Register
- Bi-weekly conference calls with TAMC

- Bi-Monthly Coordination calls with stakeholders
- Supervise and coordinate all design activities including regular internal team meetings
- Attend meetings and coordinate design with the Amtrak Platform ADA project in Salinas.
 - a. Coordinate TAMC and Amtrak platform conform design.
 - b. Review Amtrak ADA Project construction documents.
 - c. Attend two (2) site visits and review four (4) RFI's and four (4) submittals during Amtrak platform project construction phase
- Attend meetings and coordination to support the UPRR right-of-way acquisition team.

Key Understandings:

- The project management task assumes a duration of 3648 months for the design phase.

Deliverables:

1. Monthly Invoices and Progress Reports
2. Quality Management Plan
3. Project CPM Schedule
4. Project Risk Register
5. Meeting Minutes

Task 3. Union Pacific Coordination

Any effort to plan, design, and implement an extension of passenger rail service on the Union Pacific Coast Subdivision and to develop any required infrastructure improvements needed to accommodate the service will require the engagement of UP.

Task 3.1 – Union Pacific Coordination

HDR will work with TAMC to engage key decision makers at UP and schedule an in-person preliminary coordination meeting. TAMC will inform relevant state (California State Transportation Agency/Caltrans) and Caltrain personnel on these discussions. The purpose of the meeting will be to provide project background and updates, launch initial discussions regarding the potential implementation of twice daily passenger rail service between Gilroy and Salinas, and consider the related design of the Package 2 and Package 3. A few goals of this preliminary coordination with UP is to:

1. Identify any current and future freight and passenger rail service, network, and facility needs to preserve safety, capacity, functionality, efficiency, reliability, connectivity, interoperability, access, and optimal transportation system performance over the Coast Line.
2. Confirm the proposed interface of the UP Coast Subdivision with the current and anticipated future Amtrak, Caltrain, and UP trains and services. Additional interface will be considered for the California High Speed Rail Authority services and UP at Gilroy and any impacts it may have on the development of final PS&E for Package 3.
3. Learn about any potential objectives, barriers, challenges, constraints, risks, needs, and opportunities for potential projects associated with the implementation of additional passenger rail services between Gilroy and Salinas from the perspective of UP and Caltrain.

4. Identify any recent changes in UP engineering design, operations, maintenance, and other standards or requirements that would impact the development of PS&E for Package 2 and Package 3, submittal reviews, and anticipated project schedule.
5. Consider potential Coast Main Line Improvements that UP may require on the UP Coast Subdivision to accommodate the additional passenger trains between Gilroy and Salinas, and identify preferred method for identifying such improvements (e.g., railroad operations modeling, Optional Task 10.1 in this contract). Note that UP has an obligation to protect its franchise, capacity, and access; maintain its ability to efficiently serve current customers and accommodate any future growth in freight traffic; enhance safety; and minimize any potential impacts to existing and anticipated future freight and passenger railroad operations over its network. Therefore, UP may require that investment be made to provide the targeted infrastructure necessary to mitigate these and other impacts.

Following the preliminary meeting, TAMC and HDR will continue regular coordination with UP as required to support project development at key milestones. A few critical goals of this routine communication is to continue to:

1. Identify any current and future freight and passenger rail service, network, and facility needs to preserve safety, capacity, functionality, efficiency, reliability, connectivity, interoperability, access, and optimal transportation system performance over the Coast Line.
2. Confirm the proposed interface of the UP Coast Subdivision with the current and anticipated future Amtrak, Caltrain, and UP trains and services. Additional interface will be considered for the California High Speed Rail Authority services at Gilroy and any impacts it may have on the development of final PS&E for Package 3.
3. Learn about any potential objectives, barriers, challenges, constraints, risks, needs, and opportunities for potential projects associated with the implementation of additional passenger rail services between Gilroy and Salinas from the perspective of UP and Caltrain.
4. Identify any recent changes in UP engineering design, operations, maintenance, and other standards or requirements that would impact the development of PS&E for Package 2 and Package 3, submittal reviews, and anticipated project schedule.
5. Consider potential Coast Main Line Improvements that UP may require on the UP Coast Subdivision to accommodate the additional passenger trains between Gilroy and Salinas.
6. Through utility coordination it's been determined that new license agreements will be required for utility crossings. Coordination with UPRR and utility agencies will be required to facilitate the approval of the agreements.

Key Understandings:

- All communication with UP will be coordinated through TAMC and CalSTA
- Assumes that one (1) in-person preliminary coordination meeting will occur with UP and that TAMC staff and up to three (3) HDR staff will participate. The schedule and location of meeting will be selected with the goal to respect the availability of railroad and public agency staff and maximize participation. HDR understands that UP may prefer to meet in Roseville, California, or Omaha, Nebraska.

- Assumes that up to four (4) meetings will occur with UP and that TAMC staff and up to three (3) HDR staff will participate. The schedule of meetings will be selected with the goal to respect the availability of railroad and public agency staff and maximize participation. Two (2) meetings are assumed to occur in-person and two (2) meetings are assumed to occur by conference call or webinar. In-person meetings, if it is the preference of UP and TAMC, would potentially require TAMC and HDR and to meet with UP in Roseville, California, or Omaha, Nebraska.
- Any coordination with regard to the operation, construction, and maintenance of the passenger rail service and related infrastructure between Gilroy and Salinas will be subject to negotiations and agreements between TAMC, UP, Caltrain, and other parties as appropriate only.
- Attend up to five (5) meetings with CHSRA, Caltrain and Caltrans to coordinate designs in Gilroy.
- Coordinate with CHSRA to review preferred Alt 4 design to develop options to revise proposed TAMC track design reduce stranded investment when CHSRA project is constructed.
- Coordinate with CHSRA to provide input regarding potential revisions to the CHSRA Preferred Alt 4 plans to allow TAMC rail operations to use the proposed future Gilroy station tracks.
- Coordinate with CHSRA to develop memo to document coordination process and results.
- Additional coordination with UPRR regarding changes to Salinas platform design and the drainage design between 10th Street and Luchessa Avenue in Gilroy.
- Additional coordination with UPRR and CPUC regarding the at-grade crossing improvements at 10th street and Luchessa Avenue in Gilroy.
- Attend up to two (2) meetings with UPRR staff to review drainage between 10th Street and Luchessa Avenue in Gilroy.
- Assumes coordination to facilitate the approval of up to five (5) license agreements for new utility crossings.

Deliverables:

1. Meeting Agenda
2. Meeting Notes

Task 3.2 - Package 2 and 3 UP Engineering Design Reviews

It is anticipated that UP will require its typical Plan Submittal process be followed for a 10%, 25%, 30%, 90%, and final design review and approvals for the track improvements within UP right-of-way related to Package 2 and Package 3. We assume that there will be two (2) submittals required for the 10% and three (3) submittals required for the 25% milestones.

The CPUC On-Site Diagnostic meeting was held on August 24, 2021 subsequent to development of draft 25% plans. Based on the diagnostic team recommendations, HDR will incorporate the following additional improvements into the 25% plans and subsequent submittals:

- 10th Street Grade Crossing
 - Additional signing and striping,
 - Install a pre-signal on westbound approach
 - Full pedestrian improvements at all four quadrants of the 10th Street grade-crossing, including additional sidewalk improvements, gates, signals, signage and tactile warnings
 - Median islands

- Streetlighting
- Relocation of the existing rail signal bungalow
- Luchessa Avenue Grade Crossing
 - Pavement rehabilitation
 - Additional signing and striping
 - Median islands
 - Streetlighting

TAMC will lead the development of the Construction and Maintenance Agreement and Public Highway At-Grade Crossing Improvement Agreement with UP. The agreements will address the UP costs to the project, including train wayside signal improvements to the corridor for the additional track. HDR will support TAMC by preparing exhibits and reviewing cost estimates for the improvements. UP will issue the two agreements for the project when the track plans have final UP approval.

Key Understandings:

- TAMC will execute a separate Engineering Reimbursement Agreement with UP for UP to support the review of the project plans during the design development.
- UP will be willing to review the Package 2 and Package 3 design prior to agreement on the Coast Main Line improvements.
- Assumes two (2) submittals of the 10% and three (3) submittals for the 25% design.
- Assumes two (2) submittals of the 30%, 90% and final design.
- Develop two (2) independent design packages each for the Salinas platform design for review and approval by UPRR.
- Develop two (2) independent design exhibits and details for the drainage between 10th Street and Luchessa Avenue to coordinate reviews and approvals with UPRR.
- Develop two (2) independent design exhibits and details for the at-grade crossing improvements at 10th Street and Luchessa Avenue to coordinate reviews and approvals with UPRR.
- TAMC will lead the development of the Construction and Maintenance Agreement. HDR will support TAMC by preparing exhibits and reviewing cost estimates generated by UP.
- The development of the Construction and Maintenance Agreement will be initiated after the 30% approval.
- Design submittals will be in a digital format acceptable to UPRR.
- The City of Gilroy will provide the design for potential pre-signals required due to the City's proposed Luchessa Avenue and Automall Parkway signalized intersection project

Deliverables

- UPRR 10% Submittal
- UPRR 25% Submittal with comment resolution
- UPRR 30% Submittal with comment resolution
- UPRR 90% Submittal with comment resolution
- UPRR Final Submittal

Task 3.3 - CPUC At-Grade Crossing Modification Authorization

The at-grade crossing improvements at 10th Street and East Luchessa Avenue in Gilroy will need to follow the California Public Utilities Commission (CPUC) General Order 88-B (GO 88-B) process to modify

the existing crossings. HDR will request the Assessment of Interconnected Highway-Rail Grade Crossing Report from UP to determine if there are any identified recommendations for the crossings.

After UP has approved the 10% design under Task 3.2, HDR will conduct an on-site diagnostic meeting to review the existing conditions and the proposed modifications. The meeting will be attended by all stakeholders including representatives from each of the following: CPUC, UP, Caltrain, City of Gilroy, TAMC, and HDR.

The grade crossing design will be updated per the recommendations of the diagnostic meeting. TAMC may also consider incorporating any recommendations from UP's Assessment of Interconnected Highway-Rail Grade Crossing Report.

HDR will prepare a draft CPUC GO 88-B application and circulate the application and revised design to stakeholders for concurrence. HDR will address any comments and prepare the final CPUC GO 88-B application. It is assumed that TAMC will obtain signatures and formally submit the CPUC GO 88-B application to the CPUC for consideration and approval.

Key Understandings:

- TAMC will obtain signatures and formally submit the CPUC GO 88-B application to the CPUC for consideration and approval.
- The CPUC will issue a final decision regarding the crossings improvements that will be valid for three years. If necessary, extensions can be applied for if the project is not constructed within that period.

Deliverables:

- On site Diagnostic meeting at Luchessa Avenue and 10th Street.
- Draft CPUC GO 88-B applications
- Final CPUC GO 88-B application

Task 4. Topographic Surveys

Design level topographic mapping was prepared previously by BKF for the development of the 75% plans for both Package 2 and Package 3 in 2016. Additional survey will be performed to confirm new existing conditions, including the construction of Package 1, and collect supplemental information needed during final design. Additional field surveys will be collected within the UPRR right of way to collect top of rail points to finalize the track design. After the 75% PS&E review period, the design team will identify the survey needs and initiate the field surveys to support development of the design. In addition, pothole surveys will be collected to support of Task 5 – Utility Investigations.

Key Understandings:

- Forty (40) hours of field survey have been assumed for this task. Any additional survey requirements may require additional budget.
- The resulting product will be survey points.

- It is assumed that the aerial topo mapping used for the 75% submittal will continue to be used by the project.
- It is assumed that surveys for potholes will be conducted with other necessary topographic field surveys.
- The found City benchmarks and control set by BKF for the 75% submittal will be used for Package 2 and Package 3. No new control will be required by the project.
- All permits required for field investigation and survey will be billed as other direct costs to the TAMC.
- Perform construction staking survey for PG&E and CalWater relocations at New Street in Salinas.
- Additional survey to support potholing the water line in 10th Street in Gilroy.
- Additional survey to support potholing the CalWater and PG&E lines on the east side of the UPRR right-of-way in Salinas.
- Additional top of rail survey of the UPRR tracks in Salinas to support the PG&E and CalWater relocation efforts
- Additional survey within the Monterey Transfer and Storage property to assist in design development and coordination.

Deliverables:

1. Field Survey Points
2. Survey Control Drawing

Task 5. Utility Investigations

Since it has been years since the existing utility mapping was developed for Package 2 and Package 3, it will need to be verified to reflect current conditions.

HDR will perform a Design Inquiry using the Underground Service Alert (USA) North website, to develop a list of utility owners who may have facilities within the proposed construction limits. HDR will contact the utility owners to verify if they have facilities within the proposed construction limits and request copies of their utility facility maps. The UP Fiber Optic Hotline ((800) 336-9193) will be contacted to determine location and status of fiber optic infrastructure within UP right-of-way.

The information obtained will be used to refine the 75% mapping of the existing utility facilities and determine whether utility location verification measures may be required. HDR assumes that twenty (20) potholes will be necessary to verify horizontal and/or vertical location of key existing utilities.

Where conflicts between the proposed design and existing utilities appear to be probable, HDR will coordinate with the utility owners to determine options for avoiding or relocating the affected utilities. HDR will request as-built plans from utility owners if necessary to better refine our existing utility mapping in areas of potential conflicts. HDR will follow the utility relocation procedures outlined by Caltrans in the Caltrans Right of Way Manual, Chapter 13 for utility relocations outside of the UP right of way.

Utilities that are located within UP right-of-way may have special rights that are unique to their agreement with UP that affect who pays for relocations. HDR will obtain copies of agreements between UP and utilities that are located within UP right-of-way to verify these rights. HDR will coordinate with both UP and the owner(s) of utilities within UP right-of-way to resolve utility conflicts within the UP right-of-way.

HDR will maintain and update a Utility Contact Log to document our contacts with utility owners. This will include a summary of current status of each affected utility.

Key Understandings:

- Up to twenty (~~2025~~) utility potholes will be performed, over a total of up to 5 separate days.
- The contract scope of services does not include geophysical utility locating services such as ground-penetrating radar (GPR) or other similar techniques - if such methods are required, these will be added as additional services.
- Assist PG&E and CalWater to provide cadd files and support for their relocation designs in Salinas and Gilroy.
- Coordinate with PG&E and CalWater relocations at New St in Salinas to provide construction staking support to delineate alignments prior to utilities beginning construction.
- Coordinate with UPRR and ATT regarding relocating the ATT overhead fiber optic line at New Street serving the UP tenant across the UPRR right-of-way.
- Attend up to four (4) meetings and provide cadd files and support for the third party fiber optic line relocation between 10th street and Luchessa Avenue in Gilroy.

Deliverables:

1. Utility Contact Log
2. Pothole data
3. Relocation Claim Letters
4. Report of Investigation
5. Notice to Owner Letters
6. Utility Agreements (if required)

Task 6. Geotechnical Investigations

HDR previously performed a geotechnical investigation in support of the proposed improvements at the Salinas Station area for both Package 1 and Package 2. HDR's previous geotechnical investigation included the advancement of five shallow test borings and associated laboratory testing to obtain information on near surface soil conditions beneath the site. We judge that the previously collected information on subsurface conditions is sufficient to support final design. HDR will evaluate and confirm or modify our previous pavement and subgrade preparation recommendations.

For Package 3, HDR previously performed gradation testing on a bulk sample of surface soil taken in the proposed platform extension area to support the design of the platform extension. Since subsurface exploration was previously not undertaken, HDR will perform test borings and associated laboratory

testing in order to characterize soil conditions in the proposed improvement areas, including within UP right-of-way. This information will be used to develop pavement section, and platform and track subgrade preparation recommendations in support of the design of these improvements.

Key Understandings:

- Assumes no further geotechnical investigations are required for Package 2
- Five borings to depths of 5 to 10 feet will be completed for Package 3

Deliverables:

1. Draft and Final Package 3 Geotechnical Investigation Memorandum

Task 7. Final Plans and Specifications

HDR will prepare plans and technical specifications for review at the 90%, 100% and Final Design milestones.

Plans will be prepared in US Customary units and comply with UP and Caltrain CAD standards and requirements.

It is assumed that the most current Caltrain Standard Specifications will be used as the basis for the technical specifications for Package 2 and Package 3. Project-specific Supplemental Technical Provisions and Measure and Payment Clauses will be required.

HDR will also work with TAMC, their Construction Manager (CM), MNS Engineers, and TAMC's legal counsel to develop General Provisions (i.e. "Front End") that will work with the Caltrain Standard Specifications and our project-specific Supplemental Technical Provisions. These may consist of modified versions of Caltrain's Standard General Provisions and Supplemental General Provisions.

We assume that construction within the UP right-of-way will be performed by the UP per the UP General Conditions and Specifications and the UP Track Maintenance Field Handbook.

Key Understandings:

- The most current Caltrain Standards will be provided by Caltrain at the onset of this task and be used as the basis for the technical specifications and plans
- TAMC legal counsel will review and provide modifications to the language in the General Provisions
- UP technical specifications will not be prepared by HDR
- The following plan sets are anticipated:
 - Survey Control Plans
 - Demolition Plans
 - Staging and Traffic Handling Plans
 - Site Plan
 - Roadway Plans
 - Grading and Drainage Plans

- Track Plans
- Rail Signals Plans
- Utility Plans
- Architectural Plans
- Structural Plans
- Communications Plans
- Electrical Plans
- Mechanical Plans

Task 7.1 - 75% Comment Responses and Resolution

HDR will prepare comment responses to the stakeholder review comments provided on the 75% PS&E submittal in 2016. Several years have elapsed since the original 75% PS&E review and Caltrain has a new role on the project as the proposed passenger rail provider. As such, HDR will resubmit the original 75% PS&E package and comment responses to the following reviewing agencies: Caltrain, City of Salinas, City of Gilroy and TAMC.

After the review period, HDR will compile review comments into a comment response table and prepare comment responses. HDR will identify critical comments that will be best resolved through focus meetings. HDR will attend up to three focus meetings to resolve comments and obtain clear direction on the design revisions before proceeding with the 90% P&S.

Key Understandings:

- Assumes a maximum eight (8) week agency review period for the 75% PS&E
- HDR will attend up to three (3) focus meetings to resolve new 75% comments

Deliverables:

1. Comment responses to the original 75% PS&E
2. Comment responses to the resubmittal of the 75% PS&E
3. Meeting Notes

Task 7.2 - 90% Plans and Specifications

HDR will use the direction obtained from the 75% PS&E review and focus meetings, to develop 90% plans and technical specifications for submittal to Caltrain, City of Salinas, City of Gilroy, and TAMC. HDR will also prepare the draft General Provisions for TAMC legal counsel review.

HDR will develop a building programming questionnaire to seek Caltrain/PCJPB input on the needs and layout of the Salinas yard crew base building and storage building, and the Gilroy yard storage building. HDR will review Caltrain/PCJPB responses to the questionnaire to develop conceptual recommended layouts for the proposed buildings. HDR will use the agreed upon concepts to redesign the Salinas crew base building and storage building and the Gilroy storage building.

Key Understandings:

- Assumes that communication design for the Package 2 layover facility will include CCTV. Assumes that fire alarm and intrusion detection is not required for the Package 2 layover facility.
- Assumes the communication design for the Package 2 Salinas Station will include TVM, VMS, PA, Fire Alarm and a communication equipment room.
- Assumes that communication design for Package 3 will be limited to the platform extension.

Deliverables:

1. 90% Plans
2. 90% Technical Provisions
3. Draft General Provisions for TAMC review

Task 7.3 - 100% Plans and Specifications

HDR will compile the 90% review comments into a comment response table and prepare draft comment responses. HDR will identify critical comments that will be best resolved through focus meetings with stakeholders. HDR will attend up to three (3) focus meetings to resolve comments and obtain clear direction on the design revisions before proceeding with the 100% P&S. [HDR will work with Amtrak to develop a conform design that coordinates the Amtrak station platform project improvements with the TAMC platform improvements.](#) HDR will prepare 100% plans and specifications for submittal to Caltrain, City of Salinas, City of Gilroy, ~~and TAMC~~ [and Amtrak](#).

Key Understandings:

- Assumes a maximum eight (8) week agency review period for the 90% PS&E
- HDR will attend up to three (3) focus meetings to resolve 90% comments

Deliverables:

1. 90% PS&E Comment Responses
2. Meeting Notes
3. 100% Plans
- [4. 100% Technical Provisions](#)
- [4.5. 100% Measure and Payment Clauses](#)
- [5.6. Final General Provisions](#)

Task 7.4 - Final Plans and Specifications

HDR will compile the 100% review comments into a comment response table and prepare draft comment responses. HDR will identify critical comments that will be best resolved through focus meetings with stakeholders. HDR will attend up to two (2) focus meetings to resolve final comments and obtain clear direction on the design revisions developing the Final P&S.

HDR will develop draft applications for the necessary construction permits including City of Salinas and City of Gilroy Grading and Drainage Permits and Building Permits. It is assumed that the City of Salinas and the City of Gilroy will provide design reviews during the PS&E review periods. As such, it is not anticipated that that significant comments will be received during permit review.

Key Understandings:

- Assumes a maximum eight (8) week agency review period for the 100% PS&E
- HDR will attend up to two (2) focus meetings to resolve 100% comments
- Assumes that the comments will not require significant redesign
- Assumes a maximum four (4) week agency review and approval period for the Final PS&E
- Permit review comments will be minor in nature and will not require redesign.
- Review Amtrak ADA Project as-builts and incorporate into TAMC contract documents.
- The construction contractor will be required to apply for and obtain a City of Salinas Construction and Demolition Waste Permit for demolition of the remaining building to be demolished.

Deliverables:

1. 100% PS&E Comment Responses
2. Final Plans and Specifications
3. Draft and final City of Salinas permit applications
4. Draft and final City of Gilroy permit applications

Task 8. Engineer's Estimate of Probable Construction Cost

The 75% engineer's estimate of probable construction cost for Package 2 and Package 3 was prepared in 2016. HDR will update the estimates to refine the bid items, quantities and unit prices for the 90%, 100% and Final design submittal milestones. The bid item list for the cost estimate will be organized per the Caltrain Standard Specification sections to provide a clear relationship between the items of work and the specifications that apply to each item.

Deliverables:

1. 90%, 100% and Final Engineer's Estimate of Probable Construction Cost

Task 9. Bid Support Services

HDR will work with TAMC and their Construction Manager (CM), MNS Engineers, to provide the following bid support services for the two bid packages:

- Preparation of bid documents
- Prepare for and attend one pre-bid construction conference for each package
- Respond to contractor requests for information (RFI). Assumes 60 RFIs.
- Prepare bid addendums as required. Assumes 10 Bid Addenda.
- Prepare a conformed set of contract documents incorporating any addendums.

Deliverables:

1. Thirty (60) RFI responses
2. Up to ten (10) Bid Addenda
3. Conformed set of contract documents

Task 10. Optional Tasks

Task 10.1 – Railroad Operations Modeling and Analysis

Infrastructure improvements will likely be required by UP on the UP Coast Subdivision between Gilroy and Salinas, California, to host the implementation of two additional passenger trains each way daily. TAMC is currently pursuing the Gilroy Station Access Improvements (Package 3) project and Salinas Train Layover Facility (Package 2) at either end of the approximately 38-mile segment of the UP Coast Subdivision. The extent or scope of any potential Coast Main Line Improvements projects over the immediate corridor segment between Gilroy and Salinas have not been confirmed by TAMC at this time, so it is not currently possible to identify any scope that would be required to design such intermediate improvements until additional railroad and public agency coordination and railroad operations modeling and analysis occurs.

Operations modeling is often used by railroads (including UP) and public transportation agencies (including Caltrain) to identify and validate potential infrastructure and network concepts required to provide the capacity necessary to accommodate current and anticipated future passenger and freight train volumes on a shared-use corridor.

HDR understands that UP and / or the proposed passenger rail service operator Caltrain will require the development of a railroad operations simulation model to assess the implementation of two passenger trains each way daily between Gilroy and Salinas. They will either perform this analysis themselves or through a trusted third party.

HDR proposes to lead the rail operations planning for TAMC as outlined below, subject to TAMC, UP and Caltrain concurrence.

The typical HDR rail operations modeling process includes development of a dispatching model supported by a combination of highly sophisticated rail modeling software, including Rail Traffic Controller (RTC), Viriato, and proprietary software adjuncts. HDR will work with UP and Caltrain to obtain inputs, guidance, and review necessary for development of an operations model supported by RTC to identify potential Coast Main Line Improvements. It is anticipated that the model and its outputs will be used to:

- Understand current UP freight and Amtrak passenger train movements between Gilroy and Salinas and current Caltrain passenger train movements at Gilroy
- Consider how – and if – the expanded passenger rail service is compatible with UP’s current and anticipated future operations on the UP Coast Subdivision
- Confirm the needs and requirements of host railroad UP and public transportation agencies Caltrain and TAMC for implementation of two daily roundtrip passenger trains between Gilroy and Salinas
- Identify, assess, validate, and screen potential infrastructure concepts for the Coast Main Line Improvements that may be needed to accommodate the extension of two daily roundtrip passenger trains between Gilroy and Salinas.
- Support discussions between UP, Caltrain, and TAMC for future project development

Preliminary Railroad and Proposed Passenger Rail Service Provider Modeling Coordination

HDR will facilitate preliminary coordination with host railroad UP and proposed passenger rail service provider Caltrain before operations modeling commences to confirm and solicit inputs for the following, as appropriate:

- Rail network model area
- Modeling scenarios, period, assumptions, and approach
- Existing RTC model developed by UP, if it exists and is available for use
- Railroad operations and infrastructure data inputs to support the modeling (e.g., train operations data, current railroad timetable, special instructions, and track charts)
- Current and future freight and passenger rail service, network, and facility needs to preserve safety, capacity, functionality, efficiency, reliability, connectivity, interoperability, access, and optimize transportation system performance
- Requirements and appropriate method for protecting proprietary and confidential UP railroad operations data
- Anticipated model outputs, presentation, and schedule for review of modeling outputs

Key Understandings:

- Agreement with UP on what data is considered proprietary and confidential and what can and cannot be shared with other stakeholders or in a public document developed for this project will be confirmed with UP.
- It is assumed that a Non-Disclosure Agreement (NDA) between HDR and UP will govern any sharing of data or modeling results.
- HDR will develop a Data Request List, which will be submitted to UP and Caltrain for review and fulfillment.
- TAMC will provide HDR with railroad operations modeling outputs developed using Viriato software from the TAMC Rail Network Integration Study.
- One (1) separate in-person meeting each will occur with UP and Caltrain and each will be attended by up to two (2) HDR staff. The schedule and location of meetings will be selected with the goal to respect the availability of railroad and public agency staff and maximize participation. HDR understands that UP may prefer to meet in Roseville, California, or Omaha, Nebraska, and that Caltrain may prefer to meet in San Carlos or Salinas, California. Alternatively, it may be possible for meetings to occur via webinar or conference call.

Deliverables:

1. Data Request List
2. Meeting Agenda
3. Meeting Notes

Rail Operations Modeling Development and Review

The software used for the operations simulation is the Rail Traffic Controller™ operations simulation model, developed and licensed by Berkeley Simulation Software, LLC. Additional data pre and post-processing tools, developed by HDR, will be used to automate the input and output of data from the model.

Cases are run multiple times with randomized freight and passenger train schedules and delays to attempt to replicate the variability of typical passenger and freight rail operations. Upon completion, cases are calibrated and reviewed with the host railroad to confirm that they reflect existing operating patterns, including their normal variability, and normal adverse weather conditions. In order to develop the randomization parameters, the values of parameters such as late-arriving trains, out-of-slot trains, delayed station departures, and trains not operating at planned operating speed are obtained empirically by obtaining actual train delay data or by railroad delay reports.

Several versions of the RTC model will be produced during this task through coordination, inputs, and review from UP and Caltrain. These will include scenarios for Base Year, No-Build, and Full-Build versions. It is assumed that two future service years will be modeled for the Full-Build versions, including: the year the proposed improvements will be completed (Implementation Year) and 10 years after the implementation year. Key rail operating metrics will be compared between the No-Build and Build models to identify and validate that proposed improvements support the overall goals of the project, and will be used by project stakeholders as one tool to determine preferred project infrastructure alternatives for further consideration and potential future design activities. Model cases and potential infrastructure concepts tested during RTC modeling will be confirmed with UP and Caltrain. Details about the anticipated model cases are outlined below:

- 1. Base Model (Existing Conditions; Year 2020):** The Base Model will depict existing infrastructure and passenger and freight train operations in the model area for the Year 2020. The purpose of the Base Model is to validate the accuracy of the model in depicting current rail operations with UP.
- 2. No-Build Model, Implementation Year (Year TBD):** The Base Model will be updated to reflect estimated operations and infrastructure for the project implementation year, to be determined through coordination with TAMC. The No-Build Model will depict operations, as if the proposed Coast Main Line Improvements projects are not built. The No-Build Model will include:
 - Any known planned, programmed, and funded rail infrastructure improvements within the model area that are not associated with any of the improvements that would be constructed under the TAMC project.
 - Estimated future freight volumes, subject to discussion and confirmation with UP.
 - Proposed Caltrain passenger schedules in project area for the year the proposed project is implemented. Future schedules developed using the Viriato software suite by TAMC in a previous study, by rail stakeholders UP and Caltrain, or HDR, will be transferred into RTC using a data bridge previously developed by HDR to facilitate the process.
- 3. Full-Build Models, Implementation Year (Year TBD):** The No-Build Model will be updated to include proposed infrastructure improvements considered for the project through coordination with UP, Caltrain, and TAMC. Up to four (4) concept design alternatives for the proposed Coast Main Line Improvements will be tested.
- 4. No-Build Model, Service Year (10 Years after Implementation):** The No-Build Model for implementation year (TBD) will be updated to reflect estimated operations and infrastructure for the service year 10 years after implementation. This No-Build Model will depict future operations 10 years (subject to confirmation through coordination with UP, Caltrain, and TAMC) after the project was anticipated to be implemented, and would present the conditions as if the proposed improvements for the Coast Main Line Improvements are not built. The No-Build model will include:
 - Estimated freight volumes 10 years after implementation, subject to UP inputs.

- Proposed passenger schedules in model area 10 years after implementation. Future schedules developed using the Viriato software suite, developed by TAMC, Caltrain, or HDR, will be transferred into RTC using a data bridge previously developed by HDR to facilitate the process.
5. **Full-Build Models, Service Year (10 Years after Implementation):** The No-Build Model will be updated to include proposed infrastructure improvements. Up to four (4) concept design alternatives for the proposed Coast Main Line Improvements will be tested.

Draft results for each of the models and a Draft RTC Modeling Methodology and Outcomes Memorandum will be presented to UP for review. Comments will be used by HDR to revise the draft models and results. Revised draft results will be presented to Caltrain for review. Comments from UP and Caltrain will be used to finalize models and results and a Final RTC Modeling Methodology and Outcomes Memorandum. Final results and memo will be submitted to UP and Caltrain for any outstanding comments and concurrence.

Upon completion of the modeling, HDR will develop order of magnitude level cost ranges for the identified improvements. HDR will meet with TAMC to deliver a summary of the results of the RTC work product.

Key Understandings:

- Internal HDR conference calls and conference calls with TAMC, as required.
- One (1) separate meeting each will be held with UP and Caltrain to review the results of the draft RTC models and assumes one (1) separate meeting each with UP and Caltrain to review the results of the final RTC model. Each meeting will be attended by up to two (2) HDR staff. The schedule and location of meetings will be selected with the goal to respect the availability of railroad and public agency staff and to maximize participation. HDR understands that UP may prefer to meet in Roseville, California, or Omaha, Nebraska, and that Caltrain may prefer to meet in San Carlos or Salinas, California. Alternatively, it may be possible for meetings to occur via webinar or conference call.
- Confidentiality agreements between UP and HDR may be required, and would dictate any sharing of data from the railroad or railroad modeling results developed by HDR. Information provided to HDR by UP subject to those agreements may be required by UP to be held confidential by HDR, and not shared with TAMC or other agencies. Work product prepared by HDR will become the property of TAMC as described in the contract between HDR and TAMC. If certain components of the work product are subject to UP confidentiality agreements, those components will not become the property of TAMC.

Deliverables:

1. Meeting Notes
2. Draft RTC Modeling Methodology and Outcomes Memorandum
3. Final RTC Modeling Methodology and Outcomes Memorandum
4. Order of Magnitude Ranges of Costs for Coast Mainline Improvements

Task 10.2 - Design Support for Public Outreach

HDR will support TAMC in their Public Outreach efforts by developing exhibits and visual simulations to facilitate meetings with various public agencies and citizens groups.

Key Understandings:

- This task assumes the development of two (2) visual simulations or exhibits

Deliverables:

1. Draft and final exhibits

Task 10.3 - Design Support for Property Acquisition

TAMC is in the process of acquiring the majority for the properties necessary for Package 2 and Package 3 construction. One property that has not been acquired is a partial take of the UP property (APN 002-021-014) adjacent to the Salinas Layover Facility. BKF has performed boundary surveys on all adjacent parcels. BKF will develop a Plat Map and Legal Description for the partial acquisition of the UP parcel required for Package 2 to support TAMC’s right-of-way team in the negotiation.

In addition, proposed sidewalk improvements along East 10th Street in the city of Gilroy have been added to the scope of Package 3. It is necessary to develop an accurate right-of-way line along the south side of 10th Street to avoid right-of-way impacts from these improvements. BKF will prepare a resolved parcel boundary for the following parcel:

Owner	Address	APN
Revolution Investments LLC	6980 Monterey Rd	841-14-082

BKF will research and obtain filed maps and vesting deeds of the subject parcel. BKF will also perform field survey for the location of the parcel by locating existing parcel corners, if any, street monuments and planimetric items appurtenant to the resolution of the boundary lines of the subject parcel. BKF will prepare notification letter to property owner for site access in order to complete the field survey work.

BKF will add this field collected information to the existing base files and create an AutoCAD drawing of the existing found boundary items. BKF will resolve the boundary based on existing street monuments and any available existing property corners for the subject parcel.

Key Understandings:

- Existing boundary surveys will be sufficient to complete the development of the Plat Map and Legal Description for APN 002-021-014). No further boundary surveys or field work will be necessary for Package 2.
- Plat and legal description will be based on the UPRR record boundary line previously prepared by BKF.
- It is assumed that TAMC will provide the title reports for requested properties.
- Up to one (1) round of review is assumed by TAMC and UPRR.

Deliverables:

1. Plat Map and Legal Description for partial acquisition of APN 002-021-014
2. Resolved parcel boundary for APN 841-14-082

Task 10.3.1 – ROW Services for Gilroy UP ROW

As an optional task, BKF will perform right of way acquisition support services and boundary survey for the following parcels as summarized below:

Owner	APN
UPRR	841-16-123, 841-13-023, 841-14-072 and 841-14-058

BKF will research and obtain filed maps and vesting deeds of the subject parcels. BKF will also perform field survey for the location of the parcels by locating existing parcel corners, if any, street monuments and planimetric items appurtenant to the resolution of the boundary lines of the subject parcels. BKF will process and obtain required permits for the field survey work, including coordination for access and flaggers near the rail and required railroad safety training.

BKF will add this field collected information to the existing base files and create an AutoCAD drawing of the existing found boundary items. BKF will resolve the boundary based on existing street monuments and any available existing property corners for the subject parcel.

A partial right-of-way acquisition or easement from APN 841-16-123 may be required for project improvements. BKF will calculate the location of the Parcel property to be acquired based on the resolved boundary surveyed for APN 841-16-123.

BKF will prepare the legal description and plat for a portion of APN 841-16-123. BKF will also prepare the mathematical closure calculations for checking the bearings, distances and the area shown on the legal description and plat.

BKF will prepare an ALTA survey for the proposed parcel to be acquired from UPRR based upon the UPRR requirement of an ALTA Survey for any UPRR land acquisition.

Because this newly created parcel is not shown on any existing subdivision map, setting the boundary corners for the newly created parcel will require a Record of Survey per the State of California Land Surveyors Act. Based on the new parcel acquisition noted above, BKF will set the boundary corners of the new parcel acquisition and file a Record of Survey with the County of Santa Clara. This post acquisition Record of Survey is prepared showing the results of the field survey and the description and location of the monuments set or found at the exterior boundary corners of subject site Parcel. This Record of Survey is prepared and submitted with the County review fee to the County Surveyor’s Office of Santa Clara County with the referenced maps and deeds used in the preparation of the Record of Survey.

After the review and approval of the Record of Survey by the County Surveyor’s Office, BKF will prepare the original Mylar(s) of the Record of Survey and submit to the County Surveyor’s Office with the recording fee for filing the Survey with the County Recorder’s Office.

Key Understandings:

- TAMC will provide the Title Report for the subject parcel
- TAMC will be responsible for any fees associated with recording, map checking, or filing of the below work
- TAMC will be responsible for any fees associated with encroachment permits from UPRR, PCJPB and Caltrans

Deliverables:

1. Resolved UPRR ROW boundary base file
2. PDF copy of the recorded Record of Survey
- 2-3. Plat and Legal description

Task 10.3.2 – ROW Services for Salinas

BKF will prepare a Lot Line Adjustment of the following parcels as summarized below:

<u>Owner</u>	<u>Address</u>	<u>APN</u>
<u>UPRR</u>		<u>841-16-123, 841-13-023, 841-14-072 and 841-14-058</u>
<u>Selby Family Trust</u>	<u>356 W Market Street</u>	<u>002-021-005</u>
<u>Baillie Family</u>	<u>346 W Market Street</u>	<u>002-021-006</u>
<u>Neubert, Silva and Tarp</u>	<u>330 W Market Street</u>	<u>002-021-007</u>
<u>Neubert, Silva and Tarp</u>	<u>320 W Market Street</u>	<u>002-021-008</u>
<u>Neubert, Silva and Tarp</u>	<u>1 New Street</u>	<u>002-021-009</u>
<u>TAMC</u>	<u>20 New Street</u>	<u>002-031-033</u>
	<u>21 Happ Place</u>	<u>002-031-035</u>
	<u>21 Happ Place</u>	<u>002-171-028</u>

BKF will prepare a Site Plan per the City of Salinas’ requirements. This site plan will show existing and proposed lot lines, buildings, structures, site improvements, easements and any other relevant information.

Once the Site Plan for Lot Line Adjustment is approved by the City of Salinas, BKF will prepare the legal description and plat for the Lot Line Adjustment. BKF will also prepare the mathematical closure calculations for checking the bearings, distances and the area shown on the legal description and plat.

BKF will prepare the legal description and plat for the Partial Street Vacation of a portion of New Street. BKF will also prepare the mathematical closure calculations for checking the bearings, distances and the area shown on the legal description and plat.

Per TAMC 's request, BKF will prepare the legal description and plat for the proposed Street Easement along New Street. BKF will also prepare the mathematical closure calculations for checking the bearings, distances and the area shown on the legal description and plat.

Key Understandings:

- This Lot Line Adjustment will include more than the maximum of four parcels allowed per the Subdivision Map Act; however, since this is being performed under the direction of the County of Monterey it can be exempt from this State of California requirement.
- BKF will review the title reports for each of the above parcels (Title reports provided by TAMC).
- BKF will address comments in one round of review.
- TAMC will be responsible for any fees associated with recording, map checking, or filing of the above work.

Task 10.4 - Storm Water Control Plan

Both the City of Salinas and the City of Gilroy are classified as Phase 1 Municipal Separate Storm Sewer System (MS4) with individual National Pollution Discharge Elimination System (NPDES) permits that regulate discharge of stormwater for their entire cities. The NPDES permit requires a City to adopt and enforce a stormwater ordinance (i.e. the Stormwater Development Standards).

Both the City of Salinas and the City of Gilroy are classified as Phase 1 Municipal Separate Storm Sewer System (MS4) with individual National Pollution Discharge Elimination System (NPDES) permits that regulate discharge of stormwater for their entire cities. The NPDES permit requires a City to adopt and enforce a stormwater ordinance (i.e. the Stormwater Development Standards).

Package 2:

The 75% design of Package 2 included post-construction Stormwater Treatment Best Management Practices (BMPs) in compliance with the City of Salinas Stormwater Development Standards. BKF prepared the Transportation Agency for Monterey County – Salinas Commuter Rail Station and Layover Facility Project Stormwater Control Plan (SWCP), dated November 20, 2018 for Package 1 and Package 2 that was approved by the City of Salinas in on January 16, 2019.

Revisions to the design of Package 2 is anticipated to affect the previously designed and approved BMPs. We have assumed that a new, stand-alone SWCP report will be required for Package 2. BKF will prepare a SWCP that demonstrates the 90% plans and specifications comply with the Salinas Stormwater Development Standards for New and Redevelopment Projects, dated December 2013 (SDS), for Tier 5 projects (that exceed the 22,500 square-foot threshold). BKF will develop the narrative sections, exhibits, and appendices required for Tier 5 projects, and submit the report for City review. BKF will conduct hydraulic modeling and present the results in the SWCP report. A preliminary (draft) SWCP will

be submitted to the City for review and comment. Comments will be addressed and a final SWCP will be submitted to the City for approval.

Package 3:

Based on the 75% PS&E, Package 3, the project will create and/or replace between 5,000 and 15,000 square feet of impervious area and therefore qualify as a Tier 2 Project as defined by the City of Gilroy's Stormwater Management Guidance Manual for Low Impact Development & Post-Construction Requirements, dated June 2015 (Guidance Manual).

For Package 3, the project will be required to design post-construction stormwater BMPs in compliance with the Stormwater Development Standards. BKF will prepare a Conceptual (Preliminary) Stormwater Control Plan (SWCP) and submit it to the City of Gilroy for review and approval.

The SWCP will comply with the Guidance Manual for Tier 2 Projects, including:

- Performance Requirement No. 1: Site Design and Runoff Reduction
- Performance Requirement No. 2: Water Quality Treatment.

Project site information, Drainage Management Areas, BMP sizing calculations will be developed and shown to demonstrate that appropriate BMPs are selected and contain sufficient area to comply with the Guidance Manual. Operation and Maintenance information will also be provided.

Key Assumptions:

- We have assumed the revised Package 2 design will utilize a similar, single-basin BMP that was approved in the approved Package 1 and 2 SWCP. If the revised design utilizes multiple BMPs, an additional service request may be required to perform the additional analyses and documentation.
- For package 2 SWCP, BKF has assumed one round of City comments including a teleconference call with City of Salinas staff to discuss comments and responses. Additional rounds of review or meetings may necessitate an additional service request.
- For package 3 SWCP, BKF has assumed one round of City comments including a telephone call with City of Gilroy staff to discuss comments and responses.
- For package 3 SWCP, Tier 2 Project qualification is based on the following assumptions:
 - The new platform will create and/or replace approximately 3,000 sf of impervious surface.
 - The East 10th Street crossing will create and/or replace approximately 3,200 sf of impervious surface.
 - The East Luchessa Avenue crossing will create and/or replace approximately 2,800 sf of impervious surface.
 - New track segments will be constructed on freely draining stone (no liner or impervious subbase material will be proposed) and therefore qualify as created and/or replaced pervious surface.

Deliverables:

1. Package 2 Stormwater Control Plan (Preliminary and Final).

2. Package 2 response to City of Salinas comments.
3. Package 3 Stormwater Control Plan (Preliminary and Final).
4. Package 3 response to City of Gilroy comments.

Task 10.5 - Hazardous Materials

Building Hazardous Material Sampling and Contaminant Management Plan

Construction of Package 2 and Package 3 may require the demolition of building that may potentially contain hazardous material and may require the excavation of soil contaminated by historic land uses. The optional items presented below are intended to minimize TAMC's potential liability associated with hazardous material, reduce costs from hazardous material characterization and disposal, and minimize delays during construction.

1. As-Needed Sampling and Testing of Building Materials

To facilitate the building demolition and property acquisition, HDR will collect supplemental samples for laboratory testing and assessment of the presence of lead-based paint and asbestos in two buildings – one in Salinas and one in Gilroy. The analytical results will assist with determination of property acquisition, worker protectiveness during demolition/construction and waste disposal activities. Sample collection and testing is intended to supplement existing data previously collected.

2. Contaminant Management Plan and Pre-Construction Waste Profiling

The presence of arsenic in soil greater than State of California screening levels and potential to encounter previously undiscovered contaminants requires worker protection during and after construction. To mitigate impacts to human health, HDR will prepare a Contaminant Management Plan (Plan) so that specific procedures can be identified prior to construction. The Plan will reduce construction delays and costs via the following elements:

- a. Summarize previously collected analytical results collected from the area.
- b. Specify dust control methods to ensure that arsenic and other contaminants do not migrate outside of the construction area.
- c. Identify waste disposal options prior to construction. Utilize generator knowledge and existing analytical results to profile waste planned to be disposed offsite prior to construction. Contact nearby landfills and secure letters of waste acceptance to be included in the Plan to minimize construction delays, onsite soil stockpiling, and specify contaminated soil destination prior to construction.
- d. Identify methods to characterize, manage and dispose of previously unidentified waste to minimize construction delays.
- e. Develop alternate arsenic screening levels based on future land use and in accordance with the Department of Toxic Substance Control (DTSC) Note 6 for the onsite reuse of arsenic contaminated soil. This will reduce transportation and disposal costs.

- f. Identify buildings where lead based paint and asbestos testing shall be performed prior to demolition and methods to conduct this hazardous material assessment.
- g. Make recommendations for additional sampling if needed.
- h. Secure Plan concurrence by State agencies.

Deliverables:

1. Draft and Final Contaminant Management Plan

Gilroy Station – Phase I ESA

This task consists of preparation of a Phase I Environmental Site Assessment for the Gilroy Station which can also be used for the purposes of the potential Union Pacific property acquisition. Activities include government database search, environmental records review, visual site inspection, and knowledgeable site contact interviews. The activities are presented below:

- Government Database Search, Environmental Records Review, and Visual Site Inspection. HDR will perform a review of available government database records to identify environmental contamination associated with the site or its immediate vicinity. In addition, HDR will review available environmental documents, aerial photographs, and historic topographic maps; perform interviews of individuals knowledgeable of the project site and past practices; and perform a site visit. The site will be evaluated for the presence or likely presence of contaminants as defined in ASTM E1527-13. HDR will not perform any sampling for the preparation of the Phase I ESA.
- Report Preparation. HDR will prepare a report summarizing the activities performed and environmental contamination affecting the project site. The report will present findings and conclusions regarding the presence or potential presence of hazardous materials or petroleum products in the soil or groundwater and recommendations for further work, if necessary. HDR will also present findings regarding the potential presence of asbestos containing material and lead-based paint based upon a qualitative assessment.

Key Understandings:

- The Site and buildings in Union Pacific property will be accessible to HDR at the time of the site assessment,
- TAMC to acquire ROE to project areas and buildings for HDR.
- Soil, groundwater and building material sampling is not included; and
- The Owner(s), or knowledgeable site contact(s), will be available for a telephone, questionnaire, or in person interview.

Deliverables:

1. One draft and one final Phase I ESA report for Gilroy Station

Gilroy Station – Phase II Investigations

Activities include preparation of a work plan, sampling, laboratory analysis and reporting. These activities are presented below:

Work Plan and Health and Safety Plan

The purpose of preparing a sample collection Work Plan (Work Plan) is to present means and methods for samples collected for chemical analysis, and for reporting purposes. The Work Plan will be prepared under the supervision of a professional geologist and will be submitted to TAMC for review and comment before finalizing. The Work Plan will propose methods and locations to collect soil samples and identify chemical laboratory analytical methods.

Sample Collection and Analysis

The purpose of this task is to facilitate soil sample collection along with the geotechnical sample collection effort. For cost estimation purposes, this scope assumes up to 8 soil samples collected from up to 4 discrete locations. The coordinates of each sampling location will be recorded with a hand-held global position system (GPS).

Up to 8 soil samples will be collected and submitted to a California accredited laboratory for the following analysis:

- California Accreditation Manual (CAM) 17 metals by EPA Method 6020/200.8,
- Volatile organic compounds (VOCs) by EPA Method 8260,
- Chlorinated pesticides and polychlorinated biphenyls (PCBs) by EPA Method 608/8082,
- Total extractable hydrocarbons by EPA Method 8015B, and
- Polyaromatic Hydrocarbons by EPA Method 8270.

Site Investigation Technical Memorandum for the Gilroy Rail Station

A Technical Memorandum (TM) will be prepared to document the investigation activities, tabulate the laboratory analytical results, and to compare the laboratory analytical results to applicable state and federal criteria. The TM will include the following:

- A description of the methods used to advance the borings and collect the soil samples;
- A figure identifying the location of the borings including GPS coordinates;
- A table summarizing the laboratory analytical results;
- An appendix containing the laboratory analytical reports;
- A discussion of the laboratory analytical results with comparison to regional background metals concentrations and applicable regulatory agency screening levels;
- Identification of nearby landfills where soils can be accepted based on the laboratory analytical results; and
- A figure depicting the planned excavation extent and waste categories (e.g. clean, non-hazardous and hazardous) for soil that will be generated during construction activities.

Key Understandings:

- Costs include boring permit, per diem and one day of field work for sample collection.
- TAMC to acquire right of entry (ROE) to boring locations for HDR employees and subcontractors
- Groundwater sampling is not included.
- Boring locations will be marked for underground utility clearance at same time as boring locations for the Salinas site.
- The sampling and drilling activities at this site are anticipated to take no more than one full day.
- Sampling will be performed as part of the sampling effort at the Salinas Rail Station.

Deliverables:

1. A draft electronic copy of the Work Plan will be submitted for review and comment. Comments received will be incorporated into a final Work Plan.
2. A draft electronic copy of the TM will be submitted to TAMC for review and comment. Comments received will be incorporated into a final electronic TM.

Salinas Station - Phase II Investigations

Activities include preparation of a work plan, sampling, laboratory analysis and reporting. These activities are presented below:

Work Plan and Health and Safety Plan

The purpose of preparing Work Plan is to present means and methods for sample collection and reporting. The Work Plan will be prepared under the supervision of a professional geologist and will be submitted to TAMC for review and comment before finalizing. The Work Plan will propose methods and locations to collect soil samples and identify laboratory analytical methods.

Sample Collection and Analysis

The purpose of this task is to facilitate soil sample collection with the geotechnical sample collection effort. This scope assumes up to 12 soil samples collected from up to 6 discrete locations. The coordinates of each sampling location will be recorded with a hand-held GPS.

Estimated Laboratory Analyses

Up to 12 soil samples will be collected and submitted to a California accredited laboratory for the following analysis:

- CAM 17 metals by EPA Method 6020/200.8,
- VOCs by EPA Method 8260,
- Chlorinated pesticides and PCBs by EPA Method 608/8082,
- Total extractable hydrocarbons by EPA Method 8015B, and

- Polyaromatic Hydrocarbons by EPA Method 8270.

Site Investigation Technical Memorandum for the Salinas Rail Station

A TM will be prepared to document the investigation activities, tabulate the laboratory analytical results, and to compare the laboratory analytical results to applicable state and federal criteria. The TM will include the following:

- A description of the methods used to advance the borings and collect the soil samples;
- A figure identifying the location of the borings including GPS coordinates;
- A table summarizing the laboratory analytical results;
- An appendix containing the laboratory analytical reports;
- A discussion of the laboratory analytical results with comparison to regional background metals concentrations and applicable regulatory agency screening levels;
- Identification of nearby landfills where soils can be accepted based on the laboratory analytical results, and
- A figure depicting the planned excavation extent and waste categories (e.g. clean, non-hazardous and hazardous) for soil that will be generated during construction activities.

Key Understandings:

- Costs include boring permit, per diem and one day of field work for sample collection.
- TAMC to acquire ROE to boring locations for HDR employees and subcontractors
- Groundwater sampling is not included.
- The sampling and drilling activities at this site are anticipated to take no more than one full day.
- Sampling will be performed as part of the sampling effort at the Gilroy Rail Station.

Deliverables:

1. A draft electronic copy of the Work Plan will be submitted for review and comment. Comments received will be incorporated into a final Work Plan.
2. A draft electronic copy of the TM will be submitted to TAMC to for review and comment. Comments received will be incorporated into a final electronic TM.

Task 10.5.1 – Salinas Station Phase 1 ESA (Optional)

This optional task consists of preparation of a Phase I Environmental Site Assessment for the potential Union Pacific property acquisition at the Salinas Station. Phase I ESA activities include government

database search, environmental records review, visual site inspection, and knowledgeable site contact interviews. The activities are presented below:

- Government Database Search, Environmental Records Review, and Visual Site Inspection. HDR will perform a review of available government database records to identify environmental contamination associated with the site or its immediate vicinity. In addition, HDR will review available environmental documents, aerial photographs, and historic topographic maps; perform interviews of individuals knowledgeable of the project site and past practices; and perform a site visit. The site will be evaluated for the presence or likely presence of contaminants as defined in ASTM E1527-13. HDR will not perform any sampling for the preparation of the Phase I ESA.
- Report Preparation. HDR will prepare a report summarizing the activities performed and environmental contamination affecting the project site. The report will present findings and conclusions regarding the presence or potential presence of hazardous materials or petroleum products in the soil or groundwater and recommendations for further work, if necessary. HDR will also present findings regarding the potential presence of asbestos containing material and lead-based paint based upon a qualitative assessment.

Key Understandings:

- The Site and buildings in Union Pacific property will be accessible to HDR at the time of the site assessment,
- TAMC to acquire ROE to project areas and buildings for HDR.
- Soil, groundwater and building material sampling is not included; and
- The Owner(s), or knowledgeable site contact(s), will be available for a telephone, questionnaire, or in person interview.

Deliverables:

1. One draft and one final Phase I ESA report for Salinas Station

Task 11. Gilroy Traffic Analysis

The purpose of this task is to support the design of the at-grade crossing improvements at East 10th Street and East Luchessa Avenue in Gilroy.

East 10th Street Grade Crossing Traffic Analysis

HDR will obtain and review the input assumptions (traffic counts, geometrics, forecasts, software, signal timing) used to support the traffic impact analysis for the proposed grade crossing improvements at East 10th Street. The “Tenth Street-Chestnut Street Commercial Development Transportation Analysis Report,” provided by the City of Gilroy, will be used to determine the 2019 traffic volumes for the intersection of East 10th Street and Monterey Road.

HDR will format the data for use in the intersection analysis to support intersection operation and queue analysis. The 2019 traffic volumes from will be grown to 2021 and 2024 which are considered existing year and opening year of the new railroad grade crossing tracks. The yearly growth factor will be developed by reviewing historical traffic count data and other future planning documents for the City of Gilroy. The task will produce the following:

- Develop traffic and growth rates to represent existing and future travel conditions:
 - Existing (2021),
 - Future Project (2024).
- Develop turning movements at East 10th Street and Monterey Road to be evaluated for the following conditions:
 - Existing 2021 Weekday AM and PM peak hours,
 - Future Project 2024 Weekday AM and PM peak hours.

Based on the scenarios above, intersection operation analysis for the East 10th Street/Monterey Road intersection will be conducted using Synchro 10 software which implements the Highway Capacity Manual's methods. The analysis will provide advice for queue lengths for key movements to evaluate if there is potential for the proposed rail crossing to be blocked.

HDR will prepare a memo summarizing the intersection traffic analysis results for submittal to the City of Gilroy. It is assumed that one round of comments will be addressed, and a final traffic analysis memo will be submitted.

Average Annual Daily Traffic

HDR will also develop average annual daily traffic (AADT) on East 10th Street and East Luchessa Avenue for following conditions:

- Existing 2021,
- Future Project 2024.

The AADT values will be used to support the CPUC GO 88-B permit applications for the two at-grade crossing modifications.

East 10th Street and Alexander Street Traffic Analysis

Per request from the CPUC On-Site Diagnostic team, HDR will perform an additional traffic analysis of the 10th Street and Alexander Street intersection to determine whether signal timing modifications are recommended for the intersection. The "Tenth Street-Chestnut Street Commercial Development Transportation Analysis Report," provided by the City of Gilroy, will be used to determine the 2019 traffic volumes for the intersection.

HDR will format the data for use in the intersection analysis to support intersection operation and queue analysis. The 2019 traffic volumes will be grown to 2021 and 2024 which are considered existing year and opening year of the new railroad grade crossing tracks. The yearly growth factor will be developed by reviewing historical traffic count data and other future planning documents for the City of Gilroy. The task will produce the following:

- Develop traffic and growth rates to represent existing and future travel conditions:
 - Existing (2021),
 - Future Project (2024).

- Develop turning movements at East 10th Street and Alexander Street to be evaluated for the following conditions:
 - Existing 2021 Weekday AM and PM peak hours,
 - Future Project 2024 Weekday AM and PM peak hours.

Based on the scenarios above, intersection operation analysis for the East 10th Street/Alexander Street intersection will be conducted using Synchro 10 software which implements the Highway Capacity Manual's methods. The analysis will provide advice for queue lengths for key movements to evaluate if there is potential for the proposed rail crossing to be blocked or if a pre-signal is warranted on either approach.

HDR will summarize the traffic analysis results in a Revised Traffic Analysis Memo for submittal to the City of Gilroy. It is assumed that one round of comments will be addressed, and a final traffic analysis memo will be submitted.

Key Understandings:

- Intersection analysis is not required for the East Luchessa at-grade crossing because there is sufficient distance between the nearest intersection and the new at-grade crossing.
- Traffic and pedestrian counts are not included in this scope.

Deliverables:

1. Draft and Final Traffic Analysis Memo for East 10th Street At- Grade Crossing
2. AADT Volumes for East 10th Street and East Luchessa Avenue
3. Draft and Final Revised Traffic Analysis Memo for East 10th Street At- Grade Crossing

Task 12. Western Burrowing Owl Surveys

Task 12.1 – Western Burrowing Owl Updated Site Evaluation

Environmental commitments made for the proposed project specifically identify the need for burrowing owl surveys to be conducted prior to construction. Section 5.1.2 of the Addendum Capital Corridor Extension to Monterey County Environmental Impact Report (EIR; Parsons 2013) states:

“There are locations within the project corridor that could be occupied by western burrowing owl (*Athene cunicularia hypugaea*), a species covered by the Migratory Bird Treaty Act. One location at the proposed Salinas Intermodal Transportation Center was documented in 2010 as potentially containing burrows used by this species; however, these burrows were located well east of the proposed Kick Start improvements. Prior to future construction of the full build-out Salinas Layover Yard and Intermodal Transportation Center, the site will be re-surveyed in accordance with the Burrowing Owl Survey Protocol and Mitigation Guidelines. If burrowing owls are found, then impact avoidance shall occur. Otherwise, additional CEQA documentation will be required to address and mitigate the impact. During a July 2013 field visit to the proposed interim layover yard site, as well as to the Gilroy and Morgan Hill stations, Parsons' consulting biologist determined there is no evidence of occupied burrows, nesting activity or other evidence that burrowing owl currently occupy these other locations.”

To support the EIR, Parsons (2013) prepared a Biological Survey Report to support the proposed project. The survey primarily called for investigating the potential presence of burrowing owls at various locations, including Salinas and Gilroy. While Parsons obtained negative survey results during their field effort, these results are from 2013, outdated and should be updated.

In accordance with the Staff Report on Burrowing Owl Mitigation (CDFG 2012), HDR proposes to conduct site evaluations at the Salinas and Gilroy stations during the spring of 2021 to update the habitat suitability for burrowing owl in the project footprint and within 150 meters of any project impacts. Specifically, an HDR biologist would survey all accessible portions of the project footprint outside the UPRR ROW and accessible areas within 150 meters of any project impacts on foot. The biologist will record all burrows or human-made structures greater than 11 centimeters in diameter and 150 centimeters in depth, as well as any burrowing owl individuals or their sign (castings, feathers, whitewash, etc.). The biologist will NOT enter the UPRR ROW for this effort. Any inaccessible portions of the project footprint and areas within 150 meters of project impacts will be scanned with high power binoculars and a spotting scope. A technical memorandum will be prepared detailing the number, size, location, and condition of any suitable burrows detected and presence or lack of burrowing owls and/or their sign.

Key Understandings:

- Biologist will travel from Sacramento to Gilroy and Salinas, perform the surveys, and return in one day. This is estimated take a total of 10 hours.
- If no burrowing owls or their sign are detected during the site evaluation survey, then no further focused burrowing owl surveys will be required for the project.
- If burrowing owls or their sign are detected during the site evaluation at the Salinas station, then further surveys in accordance with the CDFG 2012 protocol would need to be carried out in 2022 (see Task 12.2 below).
- While signs of burrowing owl occupancy were observed in 2010 in the general vicinity of the Salinas station, no such signs were observed in the vicinity of the Gilroy station. Therefore, HDR assumes that the site evaluation will find that protocol surveys will be not be necessary in Gilroy. If burrowing owls or their sign are detected during the site evaluation at the Gilroy station, then further surveys in accordance with the CDFG 2012 protocol would need to be carried out in 2022 under a separate amendment.

Deliverables:

1. Western Burrowing Owl Updated Site Evaluation Technical Memorandum
2. Map of Suitable, Occupied, and Potentially Occupied Burrows

Task 12.2 – Western Burrowing Owl Protocol Surveys

If burrowing owls or their sign are detected in Salinas during the 2021 Task 12.1 site evaluation surveys, then surveys for burrowing owl in accordance with the CDFG 2012 protocol shall be implemented in 2022 as follows:

“Conduct 4 survey visits: 1) at least one site visit between 15 February and 15 April, and 2) a minimum of three survey visits, at least three weeks apart, between 15 April and 15 July, with at least one visit after 15 June.”

Key Understandings:

- For each round of surveys, two biologists will travel from Sacramento to Salinas, perform the survey, and return in one day. This is estimated to take a total of 10 hours over 4 rounds of surveys for a total of 40 hours.
- For these protocol surveys, access to the UPRR ROW will be required. The HDR biologists will complete all necessary UPRR training in order to obtain access to the UPRR ROW, and a UPRR non-intrusive permit will be obtained through coordination with TAMC to carry out the surveys.
- If no burrowing owls or their sign are found during the protocol surveys, then a technical report detailing methods and results of the surveys will be prepared, but no further focused survey effort for burrowing owl will be required.
- If the protocol surveys detect burrowing owls in the project area, then a technical report detailing methods and results of the surveys will be prepared, and HDR will coordinate with CDFW to determine next steps. Since CDFW recommendations are unknown at this time, implementation of the CDFW recommendations is excluded from this scope of work.

Deliverables:

1. Western Burrowing Owl Protocol Survey Results Technical Report
2. Map of Occupied Burrows and Owl Sightings (if detected)

Services Not Included in the Scope

Upon request by TAMC, HDR can also provide the following additional services not covered in the scope for an additional fee.

Design of Coast Main Line Improvements

Infrastructure improvements will likely be required by UP on the Coast Subdivision between Gilroy and Salinas to host the expanded passenger rail service. It is anticipated that UP would perform the design for these improvements. However, if desired by TAMC and UP, HDR could perform the design of these improvements. Since the extent or scope of any potential Coast Main Line Improvements have not been confirmed by TAMC at this time, it is not possible for HDR to clearly identify the design scope that would be required. Once the improvements are known, potential additional services that HDR could provide include:

- Prepare conceptual plans (5% design level) and planning level conceptual cost estimate for each of the Coast Main Line improvements.
- Conduct topographic mapping, field survey, and geotechnical explorations to support the design of the Coast Main Line improvements.
- Develop plans and specifications for 10%, 25%, 30%, 90%, and final design approvals for the Coast Main Line improvements.

TAMC SALINAS RAIL EXTENSION KICK START PROJECT - PACKAGE 2 and PACKAGE 3 FINAL DESIGN

Exhibit B-3

		Current Contract Budget			Requested Budget Amendments			Revised Contract Budget		
TEAM SUMMARY		TEAM			TEAM			TEAM		
		Labor	ODC	Total	Labor	ODC	Total	Labor	ODC	Total
Task 1	Kick Off Meeting & Document Review	\$ 76,890	\$ 622	\$ 77,512	\$ -	\$ -	\$ -	\$ 76,890	\$ 622	\$ 77,512
Task 2	Project Management	\$ 334,976	\$ 1,221	\$ 336,196	\$ 200,660	\$ -	\$ 200,660	\$ 535,635	\$ 1,221	\$ 536,856
Task 3	Union Pacific Coordination									
3.1	UP Coordination	\$ 107,244	\$ 9,000	\$ 116,244	\$ 15,968	\$ -	\$ 15,968	\$ 123,212	\$ 9,000	\$ 132,212
3.2	Package 2 and Package 3 UP Engineering Design Review	\$ 730,409	\$ 850	\$ 731,259	\$ 133,065	\$ -	\$ 133,065	\$ 863,474	\$ 850	\$ 864,324
3.3	CPUC At-Grade Crossing Modification Authorizator	\$ 80,625	\$ 700	\$ 81,325	\$ -	\$ -	\$ -	\$ 80,625	\$ 700	\$ 81,325
Task 4	Topo Surveys	\$ 22,214	\$ 9,000	\$ 31,214	\$ 16,109	\$ -	\$ 16,109	\$ 38,323	\$ 9,000	\$ 47,323
Task 5	Utility Investigations	\$ 130,719	\$ 27,232	\$ 157,951	\$ 42,210	\$ -	\$ 42,210	\$ 172,929	\$ 27,232	\$ 200,161
Task 6	Geotechnical Investigations	\$ 64,832	\$ 30,275	\$ 95,107	\$ -	\$ -	\$ -	\$ 64,832	\$ 30,275	\$ 95,107
Task 7	Final Plans and Specifications									
7.1	75% Comment Responses and Resolutior	\$ 61,964	\$ 765	\$ 62,729	\$ -	\$ -	\$ -	\$ 61,964	\$ 765	\$ 62,729
7.2	90% P&S	\$ 801,717	\$ 6,075	\$ 807,792	\$ -	\$ -	\$ -	\$ 801,717	\$ 6,075	\$ 807,792
7.3	100% P&S	\$ 421,493	\$ 2,385	\$ 423,878	\$ -	\$ -	\$ -	\$ 421,493	\$ 2,385	\$ 423,878
7.4	Final P&S	\$ 173,451	\$ 2,885	\$ 176,336	\$ 171,728	\$ -	\$ 171,728	\$ 345,179	\$ 2,885	\$ 348,064
Task 8	Cost Estimates	\$ 108,050	\$ -	\$ 108,050	\$ 28,712	\$ -	\$ 28,712	\$ 136,762	\$ -	\$ 136,762
Task 9	Bid Support Services	\$ 109,405	\$ 5,260	\$ 114,665	\$ -	\$ -	\$ -	\$ 109,405	\$ 5,260	\$ 114,665
Task 10	Optional Tasks									
10.1	Railroad Operations Modeling and Analysis	\$ 198,812	\$ 10,000	\$ 208,812	\$ -	\$ -	\$ -	\$ 198,812	\$ 10,000	\$ 208,812
10.2	Design Support for Public Outreach	\$ 23,175	\$ 400	\$ 23,575	\$ -	\$ -	\$ -	\$ 23,175	\$ 400	\$ 23,575
10.3	Design Support for Property Acquisition	\$ 18,447	\$ -	\$ 18,447	\$ -	\$ -	\$ -	\$ 18,447	\$ -	\$ 18,447
10.3.1	ROW Services for Gilroy UP ROW (Optional)	\$ 70,998	\$ -	\$ 70,998	\$ 31,335	\$ -	\$ 31,335	\$ 102,333	\$ -	\$ 102,333
10.3.2	ROW Services for Salinas	\$ -	\$ -	\$ -	\$ 51,962	\$ -	\$ 51,962	\$ 51,962	\$ -	\$ 51,962
10.4	Storm Water Control Plan	\$ 80,863	\$ 200	\$ 81,063	\$ -	\$ -	\$ -	\$ 80,863	\$ 200	\$ 81,063
10.5	Hazardous Materials	\$ 96,624	\$ 19,800	\$ 116,424	\$ -	\$ -	\$ -	\$ 96,624	\$ 19,800	\$ 116,424
10.5.1	Salinas Phase I ESA (Optional)	\$ 12,026	\$ 542	\$ 12,568	\$ -	\$ -	\$ -	\$ 12,026	\$ 542	\$ 12,568
10.6	Design Services During Constructor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 11	Gilroy Traffic Analysis	\$ 56,299	\$ -	\$ 56,299	\$ -	\$ -	\$ -	\$ 56,299	\$ -	\$ 56,299
Task 12	Western Burrowing Owl Surveys									
12.1	Burrowing Owl Updated Site Evaluation	\$ 5,591	\$ 200	\$ 5,791	\$ -	\$ -	\$ -	\$ 5,591	\$ 200	\$ 5,791
12.2	Burrowing Owl Protocol Surveys at Salinas Station (Optional)	\$ 23,676	\$ 1,700	\$ 25,376	\$ -	\$ -	\$ -	\$ 23,676	\$ 1,700	\$ 25,376
Total		\$ 3,810,498	\$ 129,112	\$ 3,939,610	\$ 691,749	\$ -	\$ 691,749	\$ 4,502,247	\$ 129,112	\$ 4,631,359



Memorandum

To: Board of Directors
From: Christina Watson, Director of Planning
Meeting Date: April 26, 2023
Subject: Salinas Rail Project - MNS Construction Management Contract Amendment 5

RECOMMENDED ACTION:

Salinas Rail Project Construction Management - MNS Engineers Contract Amendment #5:

1. **APPROVE** and **AUTHORIZE** the Executive Director, or their designee, to execute contract amendment #5 with MNS Engineers, subject to approval by Agency Counsel, adding an amount not to exceed \$1,387,604, for a total not-to-exceed contract amount of \$6,085,141, and extend the deadline on the contract from December 31, 2023 to December 31, 2026, to continue to support the design and bid schedule for Packages 2 and 3;
2. **AUTHORIZE** the use of funding secured for this project in the rail program budget;
3. **FIND** that this amendment is justified as a sole source due to 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
4. **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:

The Monterey County Rail Extension Kick Start Project Package 2 (Salinas layover facility) and Package 3 (Gilroy track connections) are in final design. MNS Engineers was originally hired to conduct construction management for all three Packages of the Kick Start project in December 2017 after a formal Request for Proposals process. Package 1 (Salinas circulation improvements) is now complete. The contract amendment is being requested to extend the time of the contract to cover the revised final design, bid, and construction timeline for Packages 2 and 3 and to increase the cost to reflect the extended schedule for construction and the increased estimate for construction costs based on the 100% design plans.

FINANCIAL IMPACT:

This increase of \$1,387,604, added to the amendment 1 funding increase of \$106,376.60 and the amendment 2 funding increase of \$280,055, represents a 41% increase from the original 2017 contract budget of \$4,311,105.40. (Note that amendments 3 and 4 were time extensions with no additional funding.)

The budget for this construction management contract, as amended, would have a not-to-exceed amount of \$6,085,141. The contract is funded through state Public Transportation Account (PTA), Traffic Congestion Relief Program (TCRP) and Transit and Intercity Rail Capital Program (TIRCP) funds allocated to the construction phase.

DISCUSSION:

The Monterey County Rail Extension Project extends passenger rail service from Santa Clara County south to Salinas. TAMC is pursuing a phased implementation of the Project. Phase 1, known as the Kick Start Project, includes Salinas

train station circulation improvements, a train layover facility in Salinas, and track improvements at the Gilroy station and between Salinas and Gilroy. The Kick Start Project has completed construction of Package 1, improvements at the Salinas train station. The layover facility (Package 2) and track improvements (Package 3) are now in final design.

TAMC hired MNS Engineers in 2017 to be the construction managers for the entire Kick-Start project (three construction packages).

Package 1, now constructed by Monterey Peninsula Engineering (MPE), includes circulation improvements along West Market Street/ State Route 183 and via an extension of Lincoln Avenue, which previously terminated at West Market Street from the south. MNS oversaw MPE's construction of these improvements, with a satisfactory conclusion of all change order negotiations. Package 1 won numerous awards, including from the American Public Works Association and American Society of Civil Engineers.

Packages 2 and 3 are at 100% design by HDR Engineering. The design schedule currently anticipates final plans, specifications & estimates (PS&E) in February 2024, bid documents in October 2024, and completing construction in 2026. Staff recommends extending the MNS contract to December 31, 2026, to enable MNS to continue providing design review and construction management for this project through the anticipated construction schedule.

This contract amendment #5 (**attached**) with MNS Engineers extends the timeframe for the work to accommodate the anticipated schedule for final design, bidding, and construction of Packages 2 and 3, and adds budget to the contract to account for the increased project construction cost per the 100% plans, specifications and estimates. Staff believes it is most appropriate to do a contract amendment with MNS to add funding to this contract and recommends a sole source finding.

ATTACHMENTS:

- Draft MNS Contract Amendment 5

AMENDMENT #5 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
MNS ENGINEERS

Contract #6803.2-03

THIS AMENDMENT NO. 5 to the agreement dated December 6, 2017, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC," and MNS Engineers, hereinafter referred to as "Consultant," is hereby entered into between TAMC and the Consultant.

RECITALS:

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for Salinas Rail Kick-Start project construction management services on December 6, 2017, hereinafter referred to as "Agreement;"
- B. **WHEREAS**, on August 26, 2020, TAMC and Consultant executed Amendment 1 to increase the budget to cover increased construction management work due to an approved increase in workdays and a higher than anticipated number of construction change orders;
- C. **WHEREAS**, on January 27, 2021, TAMC and Consultant executed Amendment 2 to increase the budget to cover additional working days and additional change orders to complete Package 1 construction management;
- D. **WHEREAS**, on December 1, 2021, TAMC and Consultant executed Amendment 3 to extend the term of the agreement from December 31, 2021 to December 31, 2022;
- E. **WHEREAS**, on December 7, 2022, TAMC and Consultant executed Amendment 4 to extend the term of the agreement from December 31, 2022 to December 31, 2023 and revise the budget to accommodate an updated salary schedule; and
- F. **WHEREAS**, TAMC and Consultant wish to amend the term of the agreement from December 31, 2023 to December 31, 2026 and to increase the maximum amount payable in order to provide construction management for the project, as Packages 2 and 3 proceed towards bidding the project;

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

1. TERM OF AGREEMENT

Paragraph 2 of the Agreement is amended as follows (changes in strikeout and underline): “The term of this Agreement shall begin upon December 6, 2017, 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 December 31, ~~2021~~ 2026. 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 (changes in strikeout and underline): “Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B: Budget and Work Schedule, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable outlined in Exhibit A: Scope of Work. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: Budget and Work Schedule and shall not exceed the amount of ~~Four Million, Three Hundred Eleven Thousand, One Hundred and Five Dollars (\$4,311,105)~~ Six Million, Eighty-Five Thousand, One Hundred and Forty-One Dollars (\$6,085,141). If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work) or Exhibit B (Budget and Work Schedule), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.”

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

3. REMAINDER OF TERMS UNCHANGED

All other terms of the Agreement remain in full effect.

An executed copy of this Amendment No. 5 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 #5 to the Agreement with MNS Engineers.

TAMC:	MNS Engineers:
By: _____	By: _____
Todd A. Muck Executive Director	Greg Chelini Vice President
Dated: _____	Dated: _____
	By: _____
	Tim Stallkamp CEO
	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

(date)

Exhibit B-4 - April 26, 2023

CM for Monterey County Rail Extension

MNS Engineers, Inc.

APPROVED BUDGET (including Amendment 3)

PACKAGE 1	Contract Amount	Prev. Billed	Total Billed to Date	Percent Billed to Date	Balance Remaining
TAMCO.160505.01 Construction Package 1					
TASK01 Pre-Construction	\$250,313.70	\$250,313.70	\$250,313.70	100.00%	\$0.00
TASK02 Construction	\$1,403,130.75	\$1,402,899.37	\$1,402,899.37	99.98%	\$231.38
TASK03 Post-Construction	\$49,626.00	\$50,857.71	\$50,857.71	102.48%	-\$1,231.71
TASK04 Materials Testing	\$73,198.00	\$72,197.67	\$72,197.67	98.63%	\$1,000.33
TASK05 Source Inspection	\$0.00	\$0.00	\$0.00		\$0.00
TASK06 PR Support	\$27,416.55	\$27,416.55	\$27,416.55	100.00%	\$0.00
Total for TAMCO.160505.01	\$1,803,685.00	\$1,803,685.00	\$1,803,685.00	100.00%	\$0.00

PACKAGE 2	Contract Amount	Prev. Billed	Total Billed to Date	Percent Billed to Date	Balance Remaining
TAMCO.160505.02 Construction Package 2					
TASK07 Pre-Construction	\$317,480.00	\$50,360.50	\$50,360.50	15.86%	\$267,119.50
TASK08 Construction	\$1,108,747.00	\$0.00	\$0.00		\$1,108,747.00
TASK09 Post-Construction	\$77,868.00	\$0.00	\$0.00		\$77,868.00
TASK10 Materials Testing	\$140,678.00	\$0.00	\$0.00		\$140,678.00
TASK11 Source Inspection	\$56,637.00	\$0.00	\$0.00		\$56,637.00
TASK12 PR Support	\$15,050.00	\$521.57	\$521.57	3.47%	\$14,528.43
Total for TAMCO.160505.02	\$1,716,460.00	\$50,882.07	\$50,882.07	2.96%	\$1,665,577.93

PROPOSED AMENDMENT

PACKAGE 2	Revised Contract Amount	Prev. Billed	Total Billed to Date	Percent Billed to Date	Balance Remaining	Difference from Approved Budget
TAMCO.160505.02 Construction Package 2						
TASK07 Pre-Construction	\$297,586.00	\$50,665.50	\$50,665.50	17.03%	\$246,920.50	-\$19,894.00
TASK08 Construction	\$1,762,444.00	\$0.00	\$0.00		\$1,762,444.00	\$653,697.00
TASK09 Post-Construction	\$213,907.00	\$0.00	\$0.00		\$213,907.00	\$136,039.00
TASK10 Materials Testing	\$133,907.00	\$0.00	\$0.00		\$133,907.00	-\$6,771.00
TASK11 Source Inspection	\$38,072.00	\$0.00	\$0.00		\$38,072.00	-\$18,565.00
TASK12 PR Support	\$32,120.00	\$521.57	\$521.57	1.62%	\$31,598.43	\$17,070.00
Total for TAMCO.160505.02	\$2,478,036.00	\$51,187.07	\$51,187.07	2.07%	\$2,426,848.93	\$761,576.00

PACKAGE 3	Contract Amount	Prev. Billed	Total Billed to Date	Percent Billed to Date	Balance Remaining
TAMCO.160505.03 Construction Package 3					
TASK13 Pre-Construction	\$211,319.00	\$44,961.00	\$44,961.00	21.28%	\$166,358.00
TASK14 Construction	\$730,096.00	\$0.00	\$0.00		\$730,096.00
TASK15 Post-Construction	\$95,212.00	\$0.00	\$0.00		\$95,212.00
TASK16 Materials Testing	\$70,456.00	\$0.00	\$0.00		\$70,456.00
TASK17 Source Inspection	\$45,309.00	\$0.00	\$0.00		\$45,309.00
TASK18 PR Support	\$25,000.00	\$2,979.41	\$2,979.41	11.92%	\$22,020.59
Total for TAMCO.160505.03	\$1,177,392.00	\$47,940.41	\$47,940.41	4.07%	\$1,129,451.59

PROPOSED AMENDMENT

PACKAGE 3	Revised Contract Amount	Prev. Billed	Total Billed to Date	Percent Billed to Date	Balance Remaining	Difference from Approved Budget
TAMCO.160505.03 Construction Package 3						
TASK13 Pre-Construction	\$278,876.00	\$44,656.00	\$44,656.00	16.01%	\$234,220.00	\$67,557.00
TASK14 Construction	\$1,232,686.00	\$0.00	\$0.00		\$1,232,686.00	\$502,590.00
TASK15 Post-Construction	\$120,058.00	\$0.00	\$0.00		\$120,058.00	\$24,846.00
TASK16 Materials Testing	\$88,523.00	\$0.00	\$0.00		\$88,523.00	\$18,067.00
TASK17 Source Inspection	\$29,744.00	\$0.00	\$0.00		\$29,744.00	-\$15,565.00
TASK18 PR Support	\$53,533.00	\$2,979.41	\$2,979.41	5.57%	\$50,553.59	\$28,533.00
Total for TAMCO.160505.03	\$1,803,420.00	\$47,635.41	\$47,635.41	2.64%	\$1,755,784.59	\$626,028.00

TASK19 Direct Expenses/CM Software \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Final Totals - Original (Approved Budget) **\$4,697,537.00** **\$1,902,507.48** **\$1,902,507.48** **40.50%** **\$2,795,029.52**

Final Totals - REVISED **\$6,085,141.00** **\$1,902,507.48** **\$1,902,507.48** **31.26%** **\$4,182,633.52** **\$1,387,604.00**



Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board
Meeting Date: April 26, 2023
Subject: **Committee Minutes**

RECOMMENDED ACTION:

ACCEPT draft minutes of the Transportation Agency Committees:

- Executive Committee - draft minutes of April 5, 2023
- Rail Policy Committee - draft minutes of April 3, 2023
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - draft minutes of April 5, 2023
- [Technical Advisory Committee](#) - draft minutes of April 6, 2023
- [Measure X Citizens Oversight Committee](#) - No meeting

ATTACHMENTS:

- ❑ Executive Committee draft minutes of April 5, 2023
- ❑ Rail Policy Committee draft minutes of April 3, 2023

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: Michael LeBarre (Chair), Chris Lopez (1st Vice Chair),
 Dave Potter (2nd Vice Chair), Mary Adams (Past Chair),
 Wendy Root Askew (County representative), Chaps Poduri (City representative)*

Wednesday, April 5, 2023

*** 8:30 a.m. ***

Transportation Agency Conference Room, 55-B Plaza Circle, Salinas California

Alternate locations:

2616 1st Avenue, Marina, California 93933, Supervisor Askew's Office

599 El Camino Real, Greenfield, California 93927, Supervisor Lopez's Office

EXECUTIVE COMMITTEE	MAY 22	JUN 22	AUG 22	SEP 22	OCT 22	NOV 22	JAN 23	FEB 23	MAR 23	APR 23
Michael LeBarre, Chair King City (C. DeLeon)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P	P
Mary Adams, Past Chair Supr. Dist. 5 (C. Courtney)	P (VC)	P (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P (TC)	P (VC)	P	P
Chris Lopez, 1st Vice Chair Supr. Dist. 3 (P. Barba)	P (VC)	P(A) (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)
Dave Potter, 2nd Vice Chair Carmel-By-The-Sea (J. Baron)	A	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	A	P*	P
Wendy Root Askew, County Representative Supr. Dist. 4 (Y. Anderson, E. Mora)	P (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P(A) (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)
Chaps Poduri, City Representative (Joe Amelio)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	E	P* (VC)	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

Chair LeBarre called the meeting to order at 8:30 a.m. Roll call was taken, and a quorum was confirmed.

Staff present: Guther, Kise, Muck, Rodriguez, Watson, and Zeller.

Others present (PV): Robert Brayer, County Counsel; Paul Schlesinger, Thorn Run Partners; and Gus Khouri, Khouri Consulting.

2. PUBLIC COMMENTS

No public comment

3. CONSENT AGENDA

On a motion by Committee Member Adams, seconded by Committee Member Potter, the Committee voted 6-0 to approve the minutes from the Executive Committee meeting of March 1, 2023.

4. LEGISLATIVE UPDATE

On a motion by Committee Member Potter, seconded by Committee Member Poduri, the Committee voted 6-0 to receive an update on state and federal legislative issues; and recommended the Board of Directors adopt positions on proposed legislation, as follows:

- Assembly Bill (AB) 557 (Hart) would remove the January 1, 2024 sunset on the Brown Act exemptions for boards to meet virtually during a declared state of emergency declaration provided under AB 361 (Rivas), Chapter 165, Statutes of 2021 – SUPPORT
- AB 817 (Pacheco) would authorize a subsidiary body to use alternative teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency – SUPPORT
- Senate Bill (SB) 537 (Becker) would allow multijurisdictional agencies to teleconference without posting requirements – SUPPORT
- SB 746 (Eggman) would add hydrogen to the list of primary fuel sources under the definition of “alternate energy equipment” and allow transit districts to engage in contracting for the financing, construction, operation, and use of hydrogen as a form of alternative energy – SUPPORT

Gus Khouri, Agency state legislative analyst, presented the draft state bill list. He noted that the state budget deficit has grown to \$26 billion and continues to grow, possibly to \$40 billion by May. He noted that Assembly Member Addis is chairing a new Central Coast Caucus that will focus on the US 101 and mainline rail corridors. He noted he would add AB 463 (Hart) to the list going to the Board as it elevates transit as a priority for electricity during blackouts and emergencies.

Committee Member Askew noted TAMC should watch AB 1525 (Bonta) related to transportation funding for “priority” populations, and asked if TAMC has an adopted definition for “priority” populations.

Paul Schlesinger, Agency federal legislative analyst, noted that the federal appropriations funding request for the Pajaro to Prunedale G12 Project was not supported by Rep. Panetta or Rep. Lofgren, noting both said it was not in their district, while in fact the corridor follows the border between their districts. Their deadline for submittal of their nominated projects to Congress was March 31.

Committee Member Potter expressed his disappointment regarding the G-12 corridor not getting support from our representatives in Washington.

Committee Member Lopez noted the importance of celebrating the previous federal funding award to the US 101 South of Salinas auxiliary lane project.

5. TAMC BOARD DRAFT AGENDA

Executive Director Todd Muck reviewed the draft regular and consent agenda for the TAMC Board meeting of April 26, 2023. Director Muck announced that the meeting will be held in person with a hybrid option, located at the Monterey County Government Center, Cinnamon Room, 1441 Schilling Place, Salinas. After Executive Committee discussion, directions were provided to staff to place the following items for consideration on the regular agenda:

- Presentation to the Employee of the Quarter
- Presentation on the Marina to Salinas Multimodal Corridor: Imjin Road Widening Project
- Update on the MST SURF! Busway and Bus Rapid Transit Project in the Monterey Branch Line Corridor

6. ANNOUNCEMENTS

Past Chair Adams noted that she would not be available for the May Executive Committee meeting.

7. ADJOURNMENT

Chair LeBarre adjourned the meeting at 9:43 a.m.

TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)

RAIL POLICY COMMITTEE MEETING

Draft Minutes of April 3, 2023

55-B Plaza Circle, Salinas, California 93901 - Transportation Agency Conference Room

Alternate location: 2616 1st Avenue, Marina, California 93933 - Supervisor Askew's Office

	MAY 22	JUN 22	JUL 22	AUG 22	SEP 22	OCT 22	NOV 22	DEC 22	JAN 23	FEB 23	MAR 23	APR 23
L. Alejo, Dist. 1 (L. Gonzalez, J. Gomez)	P(A)	A	N	P(A)	A	C	P(A)	N	P(A)	P	C	P
G. Church, Dist. 2 (M. Vierra , L. Gray)	P(A)	P(A)	O	P(A)	P(A)	A	A	O	A	P	A	P(A)
W. Askew, Dist. 4 (Y. Anderson , E. Mora)	P	P(A)		P(A)	P(A)	N	P(A)		P(A)	P(A)	N	P (VC)
M. Adams, Dist. 5, (C. Courtney)	P(A)	P(A)	M	P(A)	P(A)	C	P(A)	M	E	A	C	P(A) (VC)
M. LeBarre, King City, Chair (C. DeLeon)	P	P	E	P	P	E	P	E	A	P	E	P
C. Medina Dirksen, Marina (B. Delgado)	A	A	E	P	P	L	P	E	P	P	L	A
E. Smith, Monterey (K. Barber, M. Garcia, A. Renny)	P	A	T	P	P	L	A	T	P	A	L	P
A. Sandoval, Salinas, (A. Rocha)	P	P	I	P	P	E	P	I	P	P	E	E
G. Hawthorne, Sand City (J. Blackwelder , K. Cruz)	P(A)	P(A)	N	P(A)	P(A)	D	P(A)	N	A	A	D	A
I. Oglesby, Seaside (D. Pacheco)	P	P	G	P	P		P	G	P	P		P
A. Chavez, Soledad (F. Cabera, D. Wilcox)	A	P		P	A		A		P	P		P
D. Potter, At Large Member, Vice Chair (J. Barron)	P	P		P	P		P		P	P		E
M. Twomey, AMBAG (H. Adamson , P. Hierling)	P(A)	P(A)		P(A)	P(A)		P(A)		A	P(A)		P(A)
J. Xiao, Caltrans District 5	P	P		P	P		P		P	P		A
C. Sedoryk, MST (L. Rheinheimer/ M. Overmeyer)	A	P(A)		P(A)	P(A)		P(A)		E	P(A)		P(A)
STAFF												
T. Muck, Executive Director	P	P		P	P		P		P	P		E
C. Watson, Director of Planning	P	P		P	P		P		P	P		P
M. Zeller, Director of Programming & Project Delivery	P	P		P	P		P		E	P		P

M. Montiel Admin Assistant	P	P		P	P		P		P	P		P
L. Williamson, Senior Engineer	P	P		P	P		P		P	P		P
D. Bilse, Principal Engineer	P	A		P	P		P		A	P		P
A. Guthrie, Assis. Transp. Planner	P	E		P	P		P		P	P		P
T. Wright, Community Outreach Coordinator	A	A		P	A		P		A	P		E
J. Strause, Transportation Planner	-	-		P	A		A		A	A		A
A. Hernandez Assis. Transp. Planner										P		A
Emily Belding Transportation Intern										P		P

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

Brianna Goodman	SCCRTC	Linda Gonzales	Supervisor District 1 Office
Alex Lopez	Caltrans D5	Barry Scott	Coastal Rail Santa Cruz
Sam Sargent	Caltrain	Michael Gomez	Public
Andrew Easterling	City of Salinas		

2. PUBLIC COMMENTS

Barry Scott, Costal Rail Santa Cruz, expressed that he hopes that Santa Cruz can have a rail committee and is happy to hear about the coordination between the SCCRTC and TAMC on rail projects. He is looking forward to the SMART tour and hope it can be rescheduled.

3. CONSENT AGENDA

M/S/C Alejo / Oglesby/unanimous

Abstained: Ed Smith

3.1 Approved minutes of the February 6, 2023, Rail Policy Committee meeting.

END OF CONSENT AGENDA

4. **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 and discussed the timing for the tour of the Sonoma-Marin Area Rail Transit system.

Christina Watson, Director of Planning, reported that the next Coast Rail Coordinating Council Policy Committee meeting is scheduled to be in person in San Luis Obispo at the Council Governments Building on May 19. Ms. Watson noted that the revised CRCC Policy meeting schedule of meetings is attached to the agenda report.

Alissa Guthier, Assistant Transportation Planner, reported that staff cancelled the SMART tour that was scheduled for last month. Ms. Guthier asked if there is any interest in trying to get a date for the SMART tour again. She asked for the best potential timeframe. Ms. Guthier asked the committee members if they would be interested in a Caltrain field trip to see their electric trains within the next year or two.

Committee Member Alejo noted that he is interested in attending the SMART tour and expressed that September or October would work best for him.

Committee Member Oglesby requested a clear explanation of the logistics and schedule. Mr. Oglesby asked to avoid September 18-22 due to the League of Cities meeting that week.

Chair LeBarre suggested leaving on a Friday for a tour, staying overnight and travelling home Saturday and considering renting a van.

Sam Sargent, Caltrain, mentioned that they may be able to set up a behind-the-scenes tour of Caltrain's new electric trainsets as soon as May.

5. SALINAS RAIL KICK START PROJECT UPDATE

The Committee received an update on the Salinas Rail Kick Start Project.

Mike Zeller, Director of Programming and Project Delivery, reported on negotiations for the acquisition of properties needed for the Salinas layover facility (Package 2). He noted that the Regional Water Quality Control Board issued their determination letter for the arsenic contamination in the properties. Mr. Zeller noted that the Transportation Agency has issued a payment for compensation to the Tarp family and the final step is for the Court to issue the Final Order of Condemnation. Mr. Zeller mentioned that other acquisitions are pending Union Pacific's review of the design plans.

Christina Watson, Director of Planning, reported that the design is underway, the 100% plans were published in September, and that meetings continue. She noted that resolving a potential conflict with High-Speed Rail at the Gilroy station is the current focus. Ms. Watson noted that Caltrain's Joint Powers Board approved the Memorandum of Understanding related to the extension of Caltrain service to Salinas on March 2.

Committee Member Smith asked staff to bring new Board members up to speed on the big picture of the project via an overview presentation in advance of any future closed session on right-of-way acquisition.

Committee Member Chavez asked how many Caltrain trains currently go to Gilroy and when a fourth train could be implemented. Sam Sargent, Caltrain, replied that they currently run three trains to Gilroy and are working and identifying funding to implement the fourth train as early as 2025.

6. ANNOUNCEMENTS AND/OR COMMENTS FROM COMMITTEE MEMBERS

Christina Watson, Director of Planning, announced the State Rail Plan was published on March 10 and noted that the deadline for comments is May 10. She noted that Caltrans would make a presentation to the Committee in May.

Ms. Watson announced the SURF! Project will go to the Board in April.

Committee Member Alejo expressed gratitude for all the support for the grant applications included in correspondence.

7. ADJOURN

Chair LeBarre adjourned the meeting at 3:31 p.m.



Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board
Meeting Date: April 26, 2023
Subject: Correspondence

RECOMMENDED ACTION:

RECEIVE correspondence to and from TAMC for the month of April 2023.

WEB ATTACHMENTS:

- [March 16, 2023, letter to The Honorable Pete Buttigieg, Office of the Secretary of Transportation, United States Department of Transportation, regarding: SUPPORT for the Caltrans FRA Corridor ID Program Grant Application from TAMC Executive Director Todd Muck](#)
- [March 17, 2023, letter to Alec Barton, AICP, regarding: Concerns TAMC has about the City's observance of our lease agreement for part of the Monterey Branch Line property from TAMC Executive Director Todd Muck](#)
- [March 20, 2023 letter to Kari Yeater, Superintendent, regarding: letter of support for the North Monterey County Unified School District application for the Community Schools Partnership Program Implementation Grant from TAMC Executive Director Todd Muck](#)
- [March 21, 2023 letter to The Honorable Zoe Lofgren, United States Congress, 19th District, regarding: King City Downtown Electric Vehicle Charging Station Parking Lot Project from TAMC Executive Director Todd Muck](#)
- [March 24, 2023, letter to The Honorable Vince Fong, 32nd Assembly District, regarding: AB X1 2 \(Fong\): Motor Vehicle Fuel Tax Law: suspension of tax– OPPOSE from TAMC Executive Director Todd Muck](#)
- [March 24, 2023, letter to The Honorable Vince Fong, 32nd Assembly District, regarding: AB 53 \(Fong\): Motor Vehicle Fuel Tax Law: suspension of tax– OPPOSE from TAMC Executive Director Todd Muck](#)
- [March 24, 2023, letter to The Honorable Lena Gonzalez, Chair, Senate Transportation Committee, regarding: SB 617 \(Newman\): Public contracts: regional transportation agencies: design-build – SUPPORT from TAMC Executive Director Todd Muck](#)
- [March 24, 2023, letter to The Honorable Anna Caballero Chair, Senate Governance and Finance Committee, regarding: SB 825 \(Limón\): Local government: public broadband services – SUPPORT from TAMC Executive Director Todd Muck](#)
- [March 24, 2023, letter to The Honorable Anna Caballero, Chair, Senate Governance and Finance Committee, and The Honorable Benjamin Allen, Chair, Senate Environmental Quality Committee, regarding: SB 32 \(Jones\): Motor vehicle fuel tax: greenhouse gas reduction programs: suspension – OPPOSE from TAMC Executive Director Todd Muck](#)
- [March 24, 2023, letter to The Honorable Brian Jones, 38th Senate District, regarding: SB X1 1 \(Jones\): Motor vehicle fuel tax: greenhouse gas reduction programs: suspension – OPPOSE from TAMC Executive Director Todd Muck](#)
- [March 24, 2023, letter to The Honorable Lena Gonzalez, Chair, Senate Transportation Committee, regarding: SB 304 \(Laird\): Monterey-Salinas Transit District Procurement Threshold Increase – SUPPORT from TAMC Executive Director Todd Muck](#)
- [April 7, 2023, email to Rail Policy Committee and TAMC Board of Directors, regarding: SFCTA March 14 Board agenda item #10 Elimination of Caltrain diesel locomotives from Roland Lebrun](#)

- [April 12, 2023, letter to The Honorable Robert Rivas, Assembly Speaker Designate, Assembly Member, 29th District, regarding: Highway 1 Elkhorn Slough Transportation Resiliency – Budget Request: \\$2 million for TAMC Executive Director Todd Muck](#)
- [April 12, 2023, letter to The Honorable Dawn Addis, Assembly Member, 30th District, regarding: Highway 1 Elkhorn Slough Transportation Resiliency – Budget Request: \\$2 million from TAMC Executive Director Todd Muck](#)
- [April 13, 2023, letter to City of Gonzales Community Development Department, Taven Kinison Brown, Community Development Director, regarding: Comments on Mitigated Negative Declaration for the Gloria Road Agricultural Cooler Project from TAMC Executive Director Todd Muck](#)