



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, May 27, 2026
9:00 AM**

MEETING LOCATION

Voting members must attend a physical meeting location to count towards quorum
or vote on any item on the agenda
1441 Schilling Place, Salinas, California
Cayenne Conference Room
Wi-Fi Network: MontereyCty-Guest (no password required)

Alternate Locations with Zoom Connection Open to the Public
168 West Alisal Street, 2nd Floor, Salinas, California 93901
Supervisor Alejo's Office

Members of the public & Board may join meeting online at:
<https://us02web.zoom.us/j/83417604900?pwd=jEaUjLWZ6iGuF47kxbFbFKst8ZTnBc.1>

OR

By teleconference at: +1 669 900 6833

*If you join the meeting by phone and would like to make a public comment on an item,
please dial *9 to raise your hand.*

Webinar ID: 834 1760 4900
Password: 165623

Pursuant to Government Code Section 54952.7:
Please find Chapter 9, also known as the Ralph M. Brown Act:
[https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5.](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5)

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

Nota: Si todos los miembros de la junta directiva están presentes, la participación pública por Zoom es solo para conveniencia y no es obligatoria por ley. Si se pierde la transmisión de Zoom por

cualquier motivo, la reunión podría pausarse mientras se intenta solucionar el problema, pero la reunión podrá continuar a discreción del presidente.

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.

Consulte las instrucciones para la reunión especial al final de la agenda.

La agenda y todos los anexos están disponibles en el sitio web de la Agencia de Transporte: www.tamcmonterey.org, haciendo clic en Junta de la Agencia de Transporte, reuniones y agendas, haga clic en el tema de la agenda y ábralo, haga clic en los archivos adjuntos del informe que se encuentran al final del informe.

1. QUORUM CHECK – CALL TO ORDER

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

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

PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENTS

Any member of the public may address the Board on any item not on the agenda but within the jurisdiction of the Board. Under this item, each member of the public is allowed two (2) 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.

COMENTARIOS DEL PÚBLICO:

Cualquier miembro del público podrá dirigirse a la Junta sobre cualquier punto no incluido en la agenda, pero que sea de su competencia. En este punto, cada miembro del público tendrá dos minutos para plantear sus inquietudes. Se podrán formular comentarios sobre los puntos de este agenda cuando se discuta dicho punto. Se anima a quienes deseen dirigirse a la Junta para recibir comentarios del público o sobre un punto de la agenda que envíen sus comentarios por escrito a Maria en maria@tamcmonterey.org antes de las 5:00 pm del lunes anterior a la reunión. Dichos comentarios se distribuirán a la Junta antes de la reunión.

3. CONSENT AGENDA

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

ADMINISTRATION and BUDGET

3.1.1. APPROVE the Transportation Agency for Monterey County Board draft minutes of April 22, 2026.

- Elouise Rodriguez

- 3.1.2. **ACCEPT** the list of payments and deposits for April 2026 and the credit card statement for March 2026.

- Mi Ra Park

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

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

- Jefferson Kise

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

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

- Christina Watson

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

- 3.1.5. **Eaton & Associates - Computer and Information Technology Services Contract Amendment #1**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #1 with Eaton & Associates for the Agency's Computer and IT Services contract to increase the budget by \$52,365 for a total not-to-exceed amount of \$219,380 over the remaining term of the agreement ending December 31, 2029 to cover additional remote service costs and enhanced cybersecurity monitoring;
2. **AUTHORIZE** the use of Reserves funds budgeted for this project;
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 to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

- Aaron Hernandez

The Transportation Agency is contracted with Eaton & Associates for managed information technology services following a competitive process in 2024. The Agency is seeking to amend the existing agreement to include additional oversight costs as the agency headcount has increased since the start of the contract and the implementation of enhanced cybersecurity monitoring.

3.1.6. Monterey Branch Line Ground Lease Assignment and Assumption adjacent to 1711 Del Monte Blvd:

1. **APPROVE** the Ground Lease Assignment and Assumption by and among Monterey Motors, Cappo Management and TAMC, consenting to the assignment of a lease of Monterey Branch Line property adjacent to 1711 Del Monte Blvd in Seaside California; and
2. **AUTHORIZE** the Executive Director, or their designee, to execute the Ground Lease Assignment and Assumption Agreement, pending collection of all unpaid lease rents; 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 approval of future modifications or amendments that do not significantly alter the intent of the agreement.

- Laurie Williamson

The Agency leases portions of the Monterey Branch line to adjacent property owners along Del Monte Blvd. These leases provide that they may be assigned with the consent of the Agency. As part of the transfer of ownership, the current lessee, Monterey Motors, has requested such consent to Cappo Management. The lease includes 35,000 square feet (50 feet by 700 feet) of TAMC owned Monterey Branch Line property adjacent to 1711 Del Monte Blvd in Seaside, CA.

3.1.7. RATIFY action by the Executive Director to enter into an Amendment #1 to the agreement for services with PrintWork.Solutions for printing and mailing the Agency's annual report.

- Theresa Wright

The competitively bid contract for printing the 2025 TAMC Annual Report increased due to a higher USPS mail count and a fuel surcharge. An additional \$1,200 is required, and this item seeks ratification of the amendment.

BICYCLE, PEDESTRIAN, TRANSIT, and SOCIAL SERVICES

PLANNING

3.3.1. Legislative update:

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

3. **RATIFY** Executive Committee action to sign on to the Caltrans "California Federal Surface Transportation Reauthorization Principles."

- Christina Watson

This report provides an update on state and federal legislative issues. On May 6, 2026, the Executive Committee recommended Board positions on state legislation.

PROJECT DELIVERY and PROGRAMMING

- 3.4.1. **AUTHORIZE** the Executive Director to enter into a Cooperative Agreement with Caltrans, pending legal counsel approval, for the construction phase of the State Route 156 / Castroville Boulevard Interchange project.

- Michael Zeller

Caltrans requires a Cooperative Agreement with the Transportation Agency to complete the construction phase of the State Route 156 / Castroville Boulevard Interchange project. The Cooperative Agreement outlines the duties of Caltrans and of TAMC in order to complete construction.

- 3.4.2. **ADOPT** the Fifth Addendum to the Final Environmental Impact Report for the Fort Ord Regional Trail and Greenway project.

- Janneke Strause

The California Avenue segment of the Fort Ord Regional Trail and Greenway project is currently in final design. During this process, it was determined a relocated chain link fence fell slightly outside the certified Environmental Impact Report's Area of Potential Effect. This fifth addendum addresses those areas to study the potential impacts.

- 3.4.3. **FORTAG Jerry Smith Trailhead - Incidental Take Permit Consultant Contract:**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute a contract with Rincon Consultants, Inc, subject to approval by Agency Counsel, in an amount not to exceed \$65,000 to provide California Department of Fish and Wildlife (CDFW) Incidental Take Permit (ITP) application preparation services for the Jerry Smith Trailhead segment of the Fort Ord Regional Trail and Greenway (FORTAG) project, for the period ending June 30, 2029;
2. **APPROVE** the use of Measure X funds budgeted for this project;
3. **FIND** that this contract is justified as a sole source due to the efficiencies that support award to the consultant due to their expertise in the project area and work on ITPs for prior FORTAG segments; and
4. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract amount or term.

- Sophia Linnevers

Approval of a contract with Rincon Consultants, Inc. will support preparation of an Incidental Take Permit (ITP) required for the Jerry Smith Trailhead segment of the FORTAG project. The ITP is necessary to address potential impacts to state-listed species and allow the project to advance to construction. Rincon's prior work on FORTAG environmental documentation and adjacent segment permitting will help ensure an efficient and coordinated process.

3.4.4. FORTAG Canyon Del Rey - Temporary Construction Easement Extension:

1. **APPROVE** and **AUTHORIZE** the Executive Director, or their designee, to execute an agreement for purchase of a temporary construction easement with Ng, Low, & Ng for an amount not to exceed \$15,900 for the term through December 31, 2026;
2. **AUTHORIZE** the use of Regional Measure X 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 contract term or amount.

- Michael Zeller

Agency staff is seeking to execute a temporary construction easement agreed to with Ng, Low, & Ng for the Canyon Del Rey segment of the FORTAG project to allow improvements to be constructed on the intersection of Fremont Boulevard and State Route 218.

- 3.4.5. APPROVE** use of \$800,000 Regional Surface Transportation Program Reserve as leveraging funds for two Active Transportation Program Grant projects: Soledad Safe Routes to Schools and Gateway for Monterey Bay.

- Ariana Green

The Transportation Agency for Monterey County has partnered with local agencies to develop proposals for the Active Transportation Program Cycle 8 grant. Although matching funds are not required to receive grant funds, points are awarded for leveraging local money. Staff recommends committing \$400,000 for the Soledad Safe Routes to Schools project and \$400,000 for the Gateway for Monterey Bay project if they are awarded Active Transportation Program grants.

RAIL PROGRAM

3.5.1. Monterey County Rail Extension Kick Start Project Package 2 - Salinas Layover Facility - 20 New Street - Structure Demolition Call for Bids

1. **APPROVE** Notice to Bidders, Special Provisions and Plans for hazardous materials testing and building demolition for the Salinas Rail Station, Package

- 2, subject to Agency Counsel and Caltrans approval;
2. **AUTHORIZE** the Executive Director to publish the bid documents, and return to the Board of Directors with a recommendation for approval of a contract; and
3. **APPROVE** the use of funds from the approved project budget for this work in an amount not to exceed \$99,000, and \$5,000 as a contingency fund for change orders.

- Christina Watson

The bid book, special provisions and plan documents will allow the Agency to seek bids from qualified structure demolition teams to demolish a structure on a parcel of land now in TAMC possession on 20 New Street, Salinas, in preparation for the construction of Package 2 improvements, including a train layover facility and support facilities.

3.5.2. Monterey County Rail Extension - Taber Drilling Contract Amendment #1

1. **APPROVE** and **AUTHORIZE** the Executive Director, or their designee, to execute contract amendment #1 with Taber Drilling, subject to approval by Agency Counsel, to extend the deadline by two months and increase the budget in an amount not to exceed \$15,091, for a total not-to-exceed contract amount of \$59,584, for geotechnical drilling for the Monterey County Rail Extension Kick Start project;
2. **AUTHORIZE** the use of state funds budgeted for this project;
3. **FIND** that this amendment is justified as a sole source due to the efficiencies that support extending the contract with 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.

- Christina Watson

TAMC procured the contract with Taber Drilling for the geotechnical drilling work to support the Monterey County Rail Extension Kick-Start project via a competitive Request for Proposals process. Union Pacific Railroad (UPRR) requires a higher level of insurance than what was assumed in the original contract, resulting in a higher contract budget, exceeding the Executive Director's authority for contracts under \$50,000. The contract is set to expire on June 30, 2026, but due to the extended time needed to obtain UPRR approval, the team needs two additional months to complete the drilling work.

REGIONAL DEVELOPMENT IMPACT FEE- No report this month

COMMITTEE MINUTES and CORRESPONDENCE

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

- Rail Policy Committee - draft minutes of May 4, 2026
- Executive Committee - draft minutes of May 6, 2026
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - draft minutes of May 6, 2026
- [Technical Advisory Committee](#) - draft minutes of May 7, 2026
- [Measure X Citizens Oversight Committee](#) - No Meeting

- Elouise Rodriguez

3.7.2. RECEIVE TAMC Correspondence for May 2026.

- Elouise Rodriguez

4. RECEIVE an update on the State Route 68 Adaptive Signal Pilot Project.

- Doug Bilse

Adaptive traffic signal technology has recently been activated along nine intersections on State Route 68 as part of a five-year pilot program. A preliminary analysis was done on the adaptive operations to reflect typical conditions when local schools are in session. Early results show improved travel times in the prime direction of traffic flow during peak commute times.

5. Measure X Senior & Disabled Transportation Cycle 4 Award Recommendations

1. **RECEIVE** presentation on Cycle 4 Award Recommendations;
2. **ADOPT** Resolution 2026-05, setting restrictions on, and programming, Cycle 4 Measure X Senior & Disabled Transportation Program of Projects for Fiscal Years 2026/27 through 2028/29 as follows:
 - i. \$1,116,300 to Independent Transportation Network (ITN) Monterey County,
 - ii. \$526,328 to Alliance on Aging,
 - iii. \$50,244 to City of Greenfield
 - iv. \$67,128 to Veterans Transition Center
 - v. \$100,000 to Blind & Visually Impaired Center
3. **AUTHORIZE** the Executive Director or his designee to execute Measure X Senior & Disabled Transportation Grant agreements.

- Aaron Hernandez

The Transportation Agency received ten Senior and Disabled Transportation Program Cycle 4 applications. A grant review committee has reviewed the applications, and the Measure X Citizens Oversight Committee has provided a recommendation of funding five proposals to the Board.

6. **RECEIVE** North Monterey County Regional Transportation Vulnerability Assessment Project Overview and Results.

- Alissa Guther

The North Monterey County Regional Transportation Vulnerability Assessment is a document that identifies and assesses hazards related to climate (flood, wildfire, landslide, etc.) that impact the north Monterey County area transportation network. The document then uses that data, in conjunction with public engagement, to prioritize vulnerable road areas for future improvements.

7. **Fiscal Year 2026/27 Budget & Overall Work Program:**

1. **APPROVE** Resolution 2026-06 adopting the fiscal year 2026/27 budget and estimated budgets for fiscal years 2027/28 and 2028/29 and the Overall Work Program for FY 2026/27, and;
2. **APPROVE** the 2026 Integrated Funding Strategy.

- Jefferson Kise, Michael Zeller

This action results in the recommendation to adopt the Agency's final Budget, Overall Work Program and Integrated Funding Strategy for fiscal year 2026/27, including federal, state and local grant authorizations and certifications, and out year budgets for fiscal years 2027/28 and 2028/29. In February, the Board adopted the draft budget. This final budget makes changes to reflect the latest information on revenues and expenditures.

8. **RECEIVE** reports from Transportation Providers:
 - Caltrans Director's Report and Project Update - Scott Eades
 - Monterey Peninsula Airport - Dino Pick
 - Monterey-Salinas Transit - Carl Sedoryk
 - Monterey Bay Air Resources District - Richard Stedman
9. **Reports on meetings attended by Board Members at Transportation Agency expense, as required by state law.**
10. **Executive Director's Report.**
11. **Announcements and/or comments from Transportation Agency members on matters that they wish to put on future Transportation Agency agendas.**
12. **PUBLIC COMMENT** on the Closed Session;

CLOSED SESSION:

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

Property: Monterey Branch Line
Agency negotiators: Todd Muck, Mike Zeller
Negotiating parties: City of Sand

Under negotiation: Terms of Use Agreement

RECONVENE in open session and report any actions taken.

- **Michael Zeller**

13. ADJOURN

ANNOUNCEMENTS

Next Transportation Agency for Monterey County regular meeting will be on
Wednesday, June 24, 2026

9:00 A.M.

Monterey County Government Center
1441 Schilling Place, Cayenne Room

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

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

Elouise Rodriguez

Clerk of the Board

elouise@tamcmonterey.org

Important Meeting Information

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

Transportation Agency for Monterey County

www.tamcmonterey.org

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 five (5) working days before the regular meeting. Any member of the Board may request in writing an item to appear on the agenda. The request shall be made by the agenda deadline and any support papers must be furnished by that time or be readily available.

Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant & Clerk of the Board
Meeting Date: May 27, 2026
Subject: TAMC Draft Minutes of April 22, 2026

RECOMMENDED ACTION:

APPROVE the Transportation Agency for Monterey County Board draft minutes of April 22, 2026.

SUMMARY:**FINANCIAL IMPACT:****DISCUSSION:****ATTACHMENTS:**

1. TAMC Draft Minutes_April 22, 2026

WEB ATTACHMENTS:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS
MONTEREY COUNTY REGIONAL DEVELOPMENT IMPACT FEE JOINT POWERS AGENCY
DRAFT MINUTES OF APRIL 22, 2026, TAMC BOARD MEETING
1441 Schilling Place, Salinas, CA, 93901 – Cayenne Conference Room
Alternate Locations with Zoom Connection Open to the Public:
168 West Alisal Street, 2nd Floor, Salinas, California 93901
Supervisor Alejo's office

TAMC BOARD MEMBERS	MAY 25	JUN 25	AUG 25	SEP 25	OCT 25	DEC 25	JAN 26	FEB 26	MAR 26	APR 26
Luis Alejo, Supervisor District 1, 1st Vice Chair (Linda Gonzales, Javier Gomez)	P(A)	P	P	P	P	P(A) (V)	P	P(A) (V)	P	P(A) (V)
Glenn Church, Supervisor District 2, County Representative (Marilyn Viera , Leonie Gray)	P(A)	P	P	P	P	P(A)	P	P	P	P
Chris Lopez, Supervisor District 3, (Priscilla Ramos)	P(A)	P(A)	P	P	P	P(A)	P(A)	P	P(A)	P
Wendy Root Askew, Supervisor District 4, Past Chair (Yuri Anderson , Kera Abraham Panni)	P(A)	P	P	P	P(A)	P(V)	P	P(A) (V)	P	P(A)
Kate Daniels, Supervisor District 5 (Kimbley Craig)	E	P	P	P	P	P(A) (V)	E	P	P	P(A)
Jeff Baron, Carmel-by-the-Sea (Robert Delves, Dale Byrne)	P	P	P(A)	P	A	P	P	P	P	P
Scott Donaldson, Del Rey Oaks (John Uy)	P	P	P	P	P	P	A	P	E	P
Jose Rios, Gonzales, 2nd Vice Chair (Lorraine Worthy)	P	P	P	P(A)	P	P	P	P(V) (ADA)	P	P
Robert White, Greenfield (Rachel Ortiz)	P	E	A	P	P	P	P	P	P	P
Michael LeBarre, King City (Carlos DeLeon)	E	P	P	P	P	P	P	P(A) (V)	P	A
Bruce Delgado, Marina (Jenny McAdams, Liesbeth Visscher)	P	P	A	P	P	P	P	P	P	A
Edwin Smith, Monterey (Gino Garcia, Marissa Garcia , Andrew Easterling)	P	P	P	E	P	P	P	P(A)	P	P
Chaps Poduri, Pacific Grove, Chair (Joe Amelio)	P	P	E	P	P(A)	P	P	P	P	P
Dennis Donohue, Salinas City Representative (Margaret D'Arrigo)	A	A	P	P	P	P*	P	P	P	P
Mary Ann Carbone, Sand City (Jerry Blackwelder)	P	P	P	P	P	P	P	P	P	P

Ian Oglesby, Seaside (David Pacheco)	A	P	A	P	P(A)	P	P	P	P	P
Anna Velazquez, Soledad (Fernando Ansaldo-Sanchez)	P	E	P	P	P	P	P	E	E	P(V) JC 1
Ex Officio Members:	MAY 25	JUN 25	AUG 25	SEP 24	OCT 25	DEC 25	JAN 26	FEB 26	MAR 26	APR 26
Maura Twomey, AMBAG (Heather Adamson, Bhupendra Patel, Paul Hierling)	P(A)	A	P(A)	P	P(A)	P(A) (V)	P(A)	P	P(A) (V)	P
Scott Eades, Caltrans, Dist. 5 (Orchid Monroy Ochoa, John Olejnik, Richard Rosales, Brandy Rider, Kyle Birch, Kelly McClendon, Paul Valadão)	P	P(A) (V)	P(A) (V)	P	P(A) (V)	P(A)	P(A)	P	P(A)	P(A)
Richard Stedman, Monterey Bay Air Resources District (David Frisbey)	P(A) (V)	A	P(A) (V)	P(A) (V)	P(A) (V)	P(A) (V)	P(A) (V)	P(A) (V)	P(A) (V)	P(A) (V)
Dino Pick, Monterey Regional Airport District (Carl Miller)	P(V)	A	A	P(V)	P(V)	P(V)	P(V)	P(V)	P(V)	P(A) (V)
Carl Sedoryk, Monterey-Salinas Transit (Lisa Rheinheimer, Michelle Overmeyer)	P(A)	P(A)	P	P	P(A) (V)	P(A) (V)	P	P(V)	P	P
Eduardo Montesino, Watsonville	A	A	A	A	A	A	A	A	A	A
Glen Nelson, CSUMB (Matthew McCluney)	P(A) (V)	P(A) (V)	P(A) (V)	P(A) (V)	P(A) (V)	A	A	P(A) (V)	P(A) (V)	P(A) (V)

P = present; P(A) = alternate present; P(V) = videoconference; E = excused absence; ADA= American Disabilities Act; JC# =Just Cause; A = absent; P= New Representative*

TAMC STAFF	MAY 25	JUN 25	AUG 25	SEP 25	OCT 25	DEC 25	JAN 26	FEB 26	MAR 26	APR 26
O. Barajas, Transportation Planner									P*	P
R. Bigelow, Contracts and Grants				P*	P	P	P	P	P	E
D. Bilse, Principal Engineer	P	P	P	P	P	P	P	P	P	P
A. Cook, Principal Transp. Planner									P*	P
N. Gomez, TAMC Intern	P(V)	E	P(V)	P(V)	P(V)	P(V)	P(V)	P(V)	P(V)	P(V)
A. Green, Principal Transp. Planner	P	P	P(V)	E	E	P	P	P	P	P(V)
A. Guther, Transportation Planner	P	P	E	P	P	P	P	P(V)	P	P
A. Hernandez, Transp. Planner	P	P	P	E	P	P	P	P	P	P
J. Kise, Dir. Finance & Administration	P	P	P	P	P	P	P	P	P(V)	P
S. Linnevers, Transportation Planner										P*
M. Montiel, Administrative Assistant	P	P	P	P	P	P	P	P	P	P
T. Muck, Executive Director	P	P	P	P	P	P	P	P	P	P
M. Park, Finance Officer	P	E	P	P	P	P	P	P	P	P
E. Rodriguez, Clerk of the Board	P	P	P	P	P	P	P	P	E	P
M. Sheehan, Finance Assistant	P	P	P	P(V)	P	P	P	P	P	P
J. Strause, Sr. Transp. Planner	P	E	P	P	P	P	P	E	P	P

S. Strong, Legal Counsel	P	P	P	P	P	P	P	P	P	P
C. Watson, Director of Planning	P	P	P	P	P	P	P	P	P	P
L. Williamson, Senior Engineer	P	P	E	P	P	P	P	P	P	P
B. Wilson, TAMC Intern				P*	P(V)	P(V)	P(V)	P	P	E
T. Wright, Community Outreach	P	P	E	P	E	E	P	P	P(V)	P
M. Zeller, Director of Programming & Project Delivery	P	P	P	P	P	P	P	P	P	P

OTHERS PRESENT

Javier Gomez	Monterey County District 1	Mike Weaver	Public
Tyler LeSage	Caltrans District 5	Dwight Stump	Public
Meg Henry	Caltrans District 5	Eric Petersen	Public
Kevin Dayton	Chair, Measure X Oversight Committee	Evan Snider	Public
Carla Wright	Public	Barry Jones	Public
Mitch Weiss	Khouri Consulting	Bryan Rosen	Public
Tony Harris	Consultant	Carolyn Meyer	Public
AJ Ristino	Public		

1. QUORUM CHECK – CALL TO ORDER

Chair Poduri called the meeting to order at 9:06 a.m. Elouise Rodriguez, Senior Administrative Assistant/Clerk of the Board, called the roll and confirmed a quorum was established. Chair Poduri led the pledge of allegiance.

Agency Counsel Strong reported Board Member Velazquez is attending the meeting using Just Cause #4, “travel while on official business of the legislative body or another state or local agency.” He noted this is her first time using Just Cause for a TAMC Board meeting this year.

2. **PUBLIC COMMENTS**

Bryan Rosen, resident, commented on the need for free bus rides for the low-income community.

Dwight Stump, resident, commented on the new Highway 68 Roundabout "Project Fact Sheet".

3. **CONSENT AGENDA**

M/S/C Craig/Smith/ passed

The Board approved the consent agenda as follows:

ADMINISTRATION and BUDGET

- 3.1.1 Approved the minutes of the Transportation Agency for Monterey County, the Service Authority for Freeways and Expressways, and the Monterey County Regional Development Impact Fee Joint Powers Agency for Monterey County meeting of March 25, 2026.
- 3.1.2 Accepted the list of payments and deposits for March 2026 and the credit card statements for February 2026.
- 3.1.3 Received report on conferences or trainings attended by agency staff.

BICYCLE, PEDESTRIAN, TRANSIT and SOCIAL SERVICES

- 3.2.1 Regarding Bicycle and Pedestrian Facilities Advisory Committee Nominations:
 1. Approved the appointment of Kim Scudder as the City of Sand City representative;
 2. Approved the appointment of Susie Bryan as the City of Monterey representative;
 3. Approved the appointment of Katherine Egerton as the City of Monterey alternate; and
 4. Approved the appointment of Jason Collin as the City of Pacific Grove alternate.
- 3.2.2 Authorized the Executive Director, or their designee, to submit an Active Transportation Program grant application for the Gateway for Monterey Bay project.

PLANNING

- 3.3.1 Regarding Legislative Update:
 1. Received update on state and federal legislative issues;
 2. Adopted positions on legislation; and
 3. Ratified Executive Committee direction to submit requests for state budget allocations.

PROJECT DELIVERY and PROGRAMMING**3.4.1** Regarding Fort Ord Regional Trail and Greenway - MNS Contract Amendment #1:

1. Approved and authorized the Executive Director, or their designee, to execute contract amendment #1 with MNS Engineers, subject to approval by Agency Counsel, to increase the budget in an amount not to exceed \$587,766, for a total not-to-exceed contract amount of \$3,279,778 for construction management services of the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway (FORTAG) project;
2. Authorized the use of Measure X funds budgeted for this project;
3. Found that this amendment is justified as a sole source due to the efficiencies that support extending the contract with the existing consultant as a logical follow-on to work already in progress under a competitively awarded contract; and
4. Authorized the Executive Director, or their designee, to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

3.4.2 Regarding Alisal High Sidewalk Art Contract Amendment #1

1. Approved and authorized the Executive Director, or their designee, to execute amendment #1 with Action Council of Monterey County, Inc., in an amount not to exceed \$45,000, for a total agreement amount of \$115,000, to develop and install sidewalk art with Alisal High School students and the Salinas Youth Council;
2. Authorized the use of Measure X funding budgeted for this project;
3. Found that this amendment is justified as a sole source because of their unique qualifications to do this work; 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.

3.4.3 Approved the Regional Vision Zero Safety Action Plan.**RAIL PROGRAM****3.5.1** No report this month.

REGIONAL DEVELOPMENT IMPACT FEE

3.6.1 No report this month.

COMMITTEE MINUTES AND CORRESPONDENCE

3.7.1 Accepted draft minutes from Transportation Agency committees:

- Executive Committee – draft minutes of April 1, 2026
- Rail Policy Committee – draft minutes of April 6, 2026
- Bicycle and Pedestrian Facilities Advisory Committee – No Meeting
- Technical Advisory Committee – draft minutes of April 2, 2026
- Excellent Transportation Oversight Committee – draft minutes of April 21, 2026

3.7.2 Received Transportation Agency for Monterey County correspondence for April 2026.

END OF CONSENT AGENDA

4. EMPLOYEE OF THE QUARTER

The Transportation Agency presented TAMC Employee of the quarter to Laurie Williamson, Senior Engineer for January 1-March 31, 2026. The Agency employees recognized Laurie for her positive attitude, for being a team player, and for her hard work in the FORTAG Canyon Del Rey project and the Regional Wayfinding Program Signs Project. They also appreciate her work on the Monterey Branch Line leases and the Freeway Service Patrol and SAFE call box programs.

5. **US 101 SOUTH OF SALINAS PROJECTS UPDATE**

The Board of Directors received an update on the status of the US 101 South of Salinas Corridor projects.

Meg Henry, Caltrans, reported that Caltrans, in coordination with TAMC and regional partners, is advancing two-key complementary projects along US 101 South of Salinas that address both near-term safety concerns and long-term corridor deficiencies. Ms. Henry highlighted the South Salinas Access Management Project and the Long-Term South Salinas Corridor Improvement Project. She noted that the Construction Management & General Contractor procurement is underway to be executed by January 2027.

Board Member Velazquez noted that messaging is critical, and asked Caltrans to continue working with the agricultural and Salinas Valley and south county cities to provide information to the residents that commute through the corridor.

Board Member Lopez thanked the project team, noting that it would be great if the team could select a local firm that understands the community and the project's impact.

Carl Sedoryk, MST, thanked the team, noting that ridership has increased on MST's Salinas to King City service. He noted that MST is looking into double-decker buses to accommodate the demand.

6. **MEASURE X SEVENTH YEAR AUDIT (FY24/25) RESULTS AND THE MEASURE X ANNUAL REPORT**

The Board of Directors of the Transportation Agency for Monterey County (TAMC) received a presentation on the Measure X Seventh Year Audit (FY 24/25) Results and the Measure X Annual Report, from Kevin Dayton, Chair of the Measure X Citizens Oversight Committee.

Mr. Dayton reported that on October 7, 2025, the Measure X Citizens Oversight Committee unanimously appointed Committee members Norm Groot, Monica Lal, and Robin Lee to serve on the audit subcommittee with Chair Kevin Dayton and Vice Chair Christie Cromeenes to conduct the independent audit for fiscal year 2024/2025 and to prepare the annual audit report. The duties of the subcommittee are to conduct the audit, report their findings to the full oversight committee, prepare the Measure X Annual Report, present their findings and the Measure X Annual Report to the TAMC Board of Directors, and make their report available to the public. The Measure X Audit Subcommittee conducted the independent audit and prepared the Measure X Annual Report in January 2026.

7. **REPORTS FROM TRANSPORTATION PROVIDERS**

Caltrans District 5 – Paul Valadão announced the following:

- SR 68 Adaptive Traffic Signal Control: The Adaptive Traffic Signal Control team continues to work through the deployment schedule and remains committed to beginning full-time operation of the equipment as soon as possible.
- One-way reversing traffic control at three locations in Big Sur: There are currently three locations along Highway 1 operating under one-way reversing traffic control.
- Caltrans lowered speed limit on 5.1-mile segment of Highway 1 along the Big Sur Coast, following a recent engineering and traffic survey.
- Safe Streets for All grant opportunity: USDOT has released the fiscal year 2026 Notice of Funding Opportunity for the Safe Streets and Roads for All program. Nearly \$1 billion in funding is available. The application deadline is May 26.

Monterey Regional Airport District (MRY) — Carl Miller announced the following:

- The roundabout at the intersection of Garden Road and Olmsted Road is nearing the completion of construction.

Monterey Salinas Transit District (MST) – Carl Sedoryk announced the following:

- MST provided free bus rides for Earth Day, April 22.
- Monterey Peninsula Trolley service will resume on May 23.
- The SURF! Project continues with the construction of retaining walls in Sand City.”

Monterey Bay Air Resources District (MBARD) — Shawn Boyle announced the following:

- Assembly Bill (AB) 2766 authorized air districts to assess Motor Vehicle Registration \$4.00 fees to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988. Applications for the grants for the AB 2766 program will roll out on April 30.
- Electric vehicle incentive program kicks off on July 1.

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

No report this month.

9. EXECUTIVE DIRECTOR'S REPORT

Executive Director Todd Muck gave special thanks to Senior Administrative Assistant Elouise Rodriguez and Administrative Assistant Maria Montiel on Administrative Professionals Day.

Executive Director Muck welcomed Transportation Planner Sophia Linnevers to TAMC.

Executive Director Muck noted that the Hilltop Road Traffic Diversion Pilot Project will be in place from May-August 2026. The Hilltop Road Traffic Diversion Pilot Project is designed to reduce congestion on Southbound Highway 1 by preventing “queue Jumping” when drivers divert onto Hilltop Road to bypass traffic congestion and then re-enter Highway 1 at Jensen Road.

Executive Director Muck shared a PowerPoint of the Soledad Youth Council sidewalk art project.

10. ANNOUNCEMENTS AND/OR COMMENTS

None this month.

11. ADJOURNMENT

Chair Poduri adjourned the meeting at 10:07 a.m.

Memorandum

To: Board of Directors
From: Mi Ra Park, Finance Officer/Analyst
Meeting Date: May 27, 2026
Subject: TAMC Payments for the Month of April 2026.

RECOMMENDED ACTION:

ACCEPT the list of payments and deposits for April 2026 and the credit card statement for March 2026.

SUMMARY:

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

FINANCIAL IMPACT:

The checks processed and Automated Clearing House (ACH) transferred for this period total \$1,800,122.03 which included checks written for April 2026 and payment of the March 2026 credit card statement balance.

DISCUSSION:

During the month of April 2026, transactions in the operating account and credit card account are in Attachments 1 and 2. These reports show all expenditures paid by checks, electronics funds transfers, and credit card during this period. All expenditures, payments, and disbursements are consistent with the TAMC approved budget.

ATTACHMENTS:

1. 2026-04 Account Register
2. 2026-04 CalCard Mar Inv_Redacted
3. 2026-04 BofA Mar Inv_Redacted

WEB ATTACHMENTS:

**Transportation Agency for Monterey County (TAMC)
Operating Account
March 2026**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Name Account #</u>	<u>Deposit</u>	<u>Payment</u>
04/01/2026	22425	Clinica de Salud del Valle de Salinas	TAMC Office Rent/Utilities		9,495.99
04/01/2026	E-pay	EDD	Payroll Taxes and Withholdings		80.85
04/01/2026	E-pay	EDD	Payroll Taxes and Withholdings		6,149.24
04/01/2026	E-pay	United States Treasury	Payroll Taxes and Withholdings		13,772.42
04/01/2026	EFT	Ameriflex (V)	Employee Benefits		783.24
04/02/2026	22465	Granite Rock Company	Direct Program Expense - Construction		447,953.41
04/02/2026	EFT	CalPers Health Benefits	Employee Benefits		26,977.24
04/03/2026	DEP	Interfund Transfer	Interfund Transfer	600,000.00	
04/03/2026	DEP	Railroad Right of Way Lease	Railroad Right of Way Lease	40,843.05	
04/06/2026	DEP	Interfund Transfers from LTF	RSTP LTF Bike and Ped Project	590,000.00	
04/07/2026	E-pay	EDD	Payroll Taxes and Withholdings		175.10
04/07/2026	E-pay	EDD	Payroll Taxes and Withholdings		6,399.27
04/07/2026	E-pay	United States Treasury	Payroll Taxes and Withholdings		14,324.18
04/09/2026	DEP	Railroad Right of Way Lease	Railroad Right of Way Lease	11,620.35	
04/10/2026	ACH	Payroll	Payroll		67,333.71
04/10/2026	E-pay	CalPERS 457	Employee Benefits		13,768.18
04/10/2026	E-pay	CalPers Retirement	Employee Benefits		9,906.68
04/10/2026	E-pay	CalPers Retirement PEPRA	Employee Benefits		6,290.53
04/13/2026	22466	City of Greenfield V	RSTP LTF Bike and Ped Project		590,000.00
04/15/2026	EFT	Guther, Alissa (V)	Expense Reimbursement		1,240.43
04/15/2026	EFT	Park, Mi Ra (V)	Expense Reimbursement		642.39
04/16/2026	22467	Allied Delta Dental	Employee Benefits		1,273.33
04/16/2026	22468	Bank of America - Business Card	Various: Materials, Supplies, Travel		1,270.00
04/16/2026	22469	City of Salinas False Alarm Reduction Prg	Annual Permit		26.75
04/16/2026	22470	Comcast	Utilities		396.73
04/16/2026	22471	Eaton & Associates	Computer Support		7,842.10
04/16/2026	22472	Fedex (Postage)	Delivery Service		18.94
04/16/2026	22473	GHD Inc.	Direct Program Expense - FORTAG Design and ROW		77,620.08
04/16/2026	22474	Khoury Consulting LLC	Legislative Consultant		7,000.00
04/16/2026	22475	Kimley-Horn & Associates, Inc.	Regional Impact Fee Consultants		1,180.00
04/16/2026	22476	Mark Thomas & Company, Inc.	FORTAG Grant Consultant		15,026.81
04/16/2026	22477	MBS Business Systems	Printer Services		725.00
04/16/2026	22478	Office of the County Counsel	Legal Services		8,294.40
04/16/2026	22479	Oppidea, LLC	Accounting Services		3,000.00
04/16/2026	22480	Pathways Climate Institute	Community Climate Resilience Consultants		40,419.62
04/16/2026	22481	Santa Barbara County Assoc. of Government	Dues & Subscriptions		7,175.07
04/16/2026	22482	Sentry Alarm Systems	Office Security		283.50
04/16/2026	22483	U.S. Bank CAL-Card	Credit Card		15,758.47
04/16/2026	ACH	CalPers Retirement	Employee Benefits		200.00
04/16/2026	ACH	CalPers Retirement	Employee Benefits		463.38
04/17/2026	DEP	State of California	SAFE	30,901.71	
04/17/2026	DEP	Railroad Right of Way Lease	Railroad Right of Way Lease	555.00	
04/17/2026	DEP	City of Marina	Regional Impact Fee	286,792.94	
04/20/2026	EFT	Ameriflex (V)	Employee Benefits		938.26
04/24/2026	ACH	Payroll	Payroll		69,627.18
04/24/2026	E-pay	CalPers Retirement PEPRA	Employee Benefits		6,447.94
04/24/2026	E-pay	CalPERS 457	Employee Benefits		15,474.82
04/24/2026	E-pay	EDD	Payroll Taxes and Withholdings		119.77
04/24/2026	E-pay	EDD	Payroll Taxes and Withholdings		8,722.77
04/24/2026	E-pay	United States Treasury	Payroll Taxes and Withholdings		19,358.50
04/24/2026	E-pay	CalPers Retirement	Employee Benefits		11,287.77
04/25/2026	ACH	Todd Muck	Expense Reimbursement		12,854.30
04/25/2026	E-pay	CalPers Retirement	Employee Benefits		3,818.04

**Transportation Agency for Monterey County (TAMC)
Operating Account
March 2026**

04/25/2026	ACH	CalPers Retirement	Employee Benefits	870.10	
04/28/2026	22484	U.S. Postal Service S.J.	Bulk Mailing Permit	37,234.54	
04/30/2026	22485	ClientFirst Consulting Group, LLC	ERP Consulting	6,555.00	
04/30/2026	22486	Clinica de Salud del Valle de Salinas	TAMC Office Rent/Utilities	9,495.99	
04/30/2026	22487	Constangy, Brooks, Smith & Prophete, LLP.	Legal Services	1,001.00	
04/30/2026	22488	Eaton & Associates	Computer Support	6,214.59	
04/30/2026	22489	GHD Inc.	Direct Program Expense - FORTAG Design and ROW	4,640.77	
04/30/2026	22490	Kimley-Horn & Associates, Inc.	Regional Impact Fee Consultants	133,448.68	
04/30/2026	22491	Mark Thomas & Company, Inc.	FORTAG Grant Consultant	2,835.05	
04/30/2026	22492	Monterey Peninsula Chamber of Commerce	Annual Dues	450.00	
04/30/2026	22493	Nevada County Transportation Commission	Agency Memberships	2,000.00	
04/30/2026	22494	Poduri, Venkata (Chaps)	Board Member Stipend/Reimbursement	314.45	
04/30/2026	22495	Silkscreen Express	Uniforms	424.15	
04/30/2026	22496	Union Pacific Railroad Company	Design Engineering	13,371.98	
04/30/2026	22497	VASQUEZ & COMPANY LLP	Audit Services	9,950.00	
04/30/2026	22498	Sol Treasures Inc	Sidewalk Art	17,536.00	
04/30/2026	EFT	Bigelow, Ryan (V)	Expense Reimbursement	184.00	
04/30/2026	EFT	Muck, Todd (V)	Expense Reimbursement	306.80	
04/30/2026	EFT	Watson, Christine (V)	Expense Reimbursement	31.53	
04/30/2026	DEP	Railroad Right of Way Lease	Railroad Right of Way Lease	3,689.48	
04/30/2026	DEP	Railroad Right of Way Lease	Railroad Right of Way Lease	9,598.39	
04/30/2026	EFT	Ameriflex (V)	Employee Benefits	1,341.01	
04/30/2026	EFT	Interest	Interest	55.19	
				<u>1,574,056.11</u>	<u>1,800,122.03</u>
				<u>1,574,056.11</u>	<u>1,800,122.03</u>



Corporate Account Summary		Payment Information	
Previous Balance	\$4,765.51	Amount Due	\$15,758.47
Purchases and Other Charges	\$16,073.47	Payment due in accordance with your agreement with U.S. Bank.	
Cash Advances	\$0.00	QUESTIONS OR TO REPORT A LOST OR STOLEN CARD, CALL CUSTOMER SERVICE 1-800-344-5696	
Cash Advance Fees	\$0.00	To overnight or courier a payment, please send to:	
Late Payment Charges	\$0.00	Corporate Payment Systems	
Credits	\$315.00 CR	3180 Rider Trail S, Department 790428	
Payments	\$4,765.51 PY	Earth City, MO 63045-1518	
New Balance	\$15,758.47		
Disputed Amount	\$0.00		

Corporate Account Activity	
TRANS AGENCY MONTEREY CTY	Total Corporate Activity \$4,765.51 CR

Post Date	Tran Date	Transaction Description	Amount
03-16	03-12	PAYMENT - THANK YOU 00000 C	4,765.51 PY

New Activity			
Purchases	\$16,073.47	Total Activity	\$15,758.47
Cash Advances	\$0.00		
Cash Advances Fees	\$0.00		
Credits	\$315.00 CR		

Post Date	Tran Date	Transaction Description	Amount
02-26	02-24	STARBUCKS STORE 06629 SALINAS CA	66.00
02-27	02-27	LEADERSHIP MONTEREY CO LEADERSHIPMC. CA	2,575.00
02-27	02-26	ADOBE INC 800-8336687 CA	5,757.60
03-02	02-27	CA NEWSPAPERS ADV S 888-454-9588 CA	120.16
03-03	03-03	EB *2026 CALIFORNIA PA 801-413-7200 CA	1,291.56
03-03	03-02	STAR MARKET SALINAS CA	18.77
03-05	03-04	GRUBHUB*THEBAGELCORNER GRUBHUB.COM NY	37.58

(transactions continued on next page)

✂ Payment may be made electronically or by check made payable to Corporate Payment Systems.

Amount Due: \$15,758.47

Amount Enclosed \$

If paying by check, include coupon with payment to address

		New Activity cont	
03-06	03-05	RALEY'S ECART #905 800-925-9989 CA	134.89
03-06	03-05	TST*THE BAGEL CORNER 831-771-8670 CA	28.78
03-06	03-04	ENGINEERS BD 916-5747111 CA	180.00
03-09	03-06	SPLASH CAR WASH SALINAS CA	15.00
03-09	03-06	SPLASH CAR WASH SALINAS CA	15.00
03-09	03-06	DEVICEMAGIC DEVICEMAGIC.C NC	459.00
03-09	03-06	USPS PO 0567050323 SALINAS CA	6.51
03-09	03-08	INTUIT *TSHEETS CL.INTUIT.COM CA	164.00
03-11	03-09	APTA 202-4964800 DC	1,175.00
03-12	03-10	GOVERNMENT FINANCE OFF 312-5784406 IL	55.00
03-12	03-11	DELANEY MEETING & EVENT 802-865-5202 VT	580.00
03-13	03-12	SALINAS VA* CA WWW.SALINASCH CA	80.00
03-13	03-12	ASAP SIGNS AND PRINTING SALINAS CA	42.12
03-17	03-11	INN OFF CAPITOL PARK SACRAMENTO CA	315.00 CR
03-17	03-17	MYO PURE FROZEN YOGURT S SALINAS CA	100.00
03-18	03-18	STARBUCKS 8007827282 800-782-7282 WA	45.00
03-19	03-18	CANVA* I04824-51234909 CANVA.COM TX	729.90
03-19	03-19	DD *SANTAFETAQUERIA DOORDASH.COM CA	513.35
03-19	03-17	INN OFF CAPITOL PARK SACRAMENTO CA	174.68
		0879031588 ARRIVAL:03-16-26	
03-19	03-17	INN OFF CAPITOL PARK SACRAMENTO CA	174.68
		0879032918 ARRIVAL:03-16-26	
03-19	03-17	INN OFF CAPITOL PARK SACRAMENTO CA	174.68
		0879034862 ARRIVAL:03-16-26	
03-19	03-18	INN OFF CAPITOL PARK SACRAMENTO CA	2.18
		0879107529 ARRIVAL:03-17-26	
03-19	03-18	INN OFF CAPITOL PARK SACRAMENTO CA	2.18
		0879135056 ARRIVAL:03-17-26	
03-20	03-19	STAR MARKET SALINAS CA	93.60
03-20	03-19	TMOBILE*AUTO PAY 800-937-8997 WA	65.00
03-20	03-20	AMAZON MKTPL*B54RS99R2 AMZN.COM/BILL WA	40.95
03-23	03-20	STAPLS7914484750000002 877-8267755 NJ	175.86
03-23	03-22	STAPLS7914484750000001 877-8267755 NJ	63.55
03-24	03-23	ZOOM.COM 888-799-9666 ZOOM.US CA	28.45
03-24	03-23	ZOOM.COM 888-799-9666 ZOOM.US CA	281.95
03-25	03-24	STARBUCKS 06629 SALINAS CA	44.00
03-25	03-23	WTS INTERNATIONAL 202-9555085 DC	85.00

(transactions continued on next page)

Statement Date : 03-25-2020

03-25	03-24
03-25	03-24

New Activity cont			
ADOBE INC 800-8336687 CA			267.37
COSTCO WHSE #0472 SALINAS CA			209.12
Department:	00000	Total:	\$15,758.47
Division:	00000	Total:	\$15,758.47

Statement Date : 03-25-2026

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Business Card

March 05, 2026 - April 04, 2026

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 \$1,270.00
Minimum Payment Due **\$25.00**
Payment Due Date **04/30/26**

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 \$299.00
Payments and Other Credits **-\$299.00**
Balance Transfer Activity \$0.00
Cash Advance Activity \$0.00
Purchases and Other Charges \$1,270.00
Fees Charged \$0.00
Finance Charge \$0.00
New Balance Total \$1,270.00

Credit Limit \$20,000
Credit Available \$18,730.00
Statement Closing Date 04/04/26
Days in Billing Cycle 31

Important Changes to Your Account Terms

Please read the Important Messages section in this statement, about adding an Arbitration Provision to your existing Business Credit Card Agreement. 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				
03/25	03/23	PAYMENT - THANK YOU		- 299.00
TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD				-\$299.00
Purchases and Other Charges				



BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

March 05, 2026 - April 04, 2026

New Balance Total \$1,270.00
Minimum Payment Due **\$25.00**
Payment Due Date **04/30/26**

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

CUSTOMER STATEMENT OF DISPUTED ITEM (You must use a separate form for each dispute. Please print.)



If you believe a transaction on your statement is an error, complete and sign a copy of this form using blue or black ink, or write a detailed letter on a separate sheet of paper. Then return it to: **PO BOX 53101, PHOENIX, AZ 85072-3101** no later than 60 days after we sent you the first bill on which the transaction or error appeared. If you prefer to speak with a representative about your dispute, please call **1.866.601.4410, 8am-8pm Est.** You do not have to pay any amount in question while we are investigating, but you are obligated to pay the parts of your bill that are not in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM OR MAIL YOUR LETTER WITH YOUR PAYMENT. Provide copies of all documentation that will help us investigate your dispute (e.g. contracts, invoices, detailed letter, sales slips, return receipts, or second opinions).

Your Name: _____ Account Number: _____
Posting Date: _____ Transaction Date: _____ Reference Number: _____
Amount: _____ Disputed Amount: _____ Merchant Name: _____

Below tell us why you think the item noted above is in error. **Check one box only.**

- 1. I certify that I do not recognize the transaction. I have attempted to contact the merchant to verify this transaction.
- 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or authorized by me.
- 3. Although I did engage in a transaction with this merchant, I was billed for _____ transaction(s) totaling \$ _____ that I did not engage in. I have my card in my possession. If available, enclose a copy of the sales slip for the valid charge.
- 4. I have not received the merchandise that was to be shipped to me on ____/____/____ (MM/DD/YY). I have asked the merchant to credit my account.
- 5. Merchandise shipped to me was not as described. Please explain in detail and if applicable provide proof of return.

- 6. Merchandise shipped to me arrived damaged and/or defective. I returned it on ____/____/____ (MM/DD/YY) and asked the merchant to credit my account. Please provide proof of return and describe how the merchandise was damaged and/or defective.

- 7. Although I did engage in the above transaction, I dispute the entire charge or a portion in the amount of \$ _____. I have contacted the merchant, returned the merchandise on ____/____/____ (MM/DD/YY) and requested a credit adjustment. I am disputing this charge because _____
Please supply proof of return or if unable to return merchandise please explain.

- 8. I notified the merchant on ____/____/____ (MM/DD/YY) to cancel the preauthorized order or reservation. Please note cancellation # and if available, enclose a copy of your telephone bill showing date and time of cancellation. Reason for cancellation: _____

- 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____/____/____ (MM/DD/YY) were not received. Please describe the services to be received and explain the merchants failure to provide the services.

- 10. I was issued a credit slip that was not shown on my statement. **A copy of my credit slip is enclosed. If the merchant has agreed to issue a credit, be advised the merchant has up to 30 days to supply this credit to your account.**
- 11. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- 12. Other: Please explain _____

Merchants often provide telephone numbers with their names on your billing statement. If you do not recognize a transaction, attempt first to contact the merchant for transaction information.

Cardholder Signature (required): _____ Date: _____
Home Telephone: (____) _____ Business Telephone: (____) _____

PLEASE KEEP A COPY OF BOTH SIDES OF THIS STATEMENT FOR YOUR RECORDS

PAYMENTS
We credit a payment as of the date we receive it if the payment is: 1) received by 5:00 p.m. (Eastern Time) Monday through Friday (except legal holidays), 2) received at the payment address indicated on the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the return envelope with only the bottom portion of your statement accompanying it. Payments received after 5:00 p.m. (Eastern Time) Friday, but that otherwise meet the above requirements, will be processed on the next business day, which is usually the following Monday. Saturdays, Sundays, and holidays are not business days. Credit for payments received in any other manner may be delayed up to five business days, during which time finance charges, if applicable will continue to accrue. We will reject any payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Please do not send cash, credit cards, correspondence, staples or paper clips with your payment. Mail your payment at least 7 days in advance of the payment due date to ensure timely delivery.

CUSTOMER CORRESPONDENCE
If you prefer to send a written inquiry regarding your account, please send the request to: **BANK OF AMERICA, PO BOX 660441, DALLAS, TX, 75266-0441, USA.** This address should not be utilized to dispute merchant transactions appearing on your billing statement. Please see the paragraph above for instructions regarding dispute procedures.

For address/phone number changes on all accounts in your program, have the authorized contact make a request at **WWW.BANKOFAMERICA.COM**

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March 05, 2026 - April 04, 2026
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Transactions

Posting Date	Transaction Date	Description	Amount
03/27	03/27	INTUIT *Payroll 8004468848 CA	1,270.00
TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD			\$1,270.00

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	27.74% V	\$0.00	\$0.00

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



Important Messages – Please Read

We want to make sure you stay up to date on changes, reminders, and other important details that could impact you.

PLEASE READ THIS DOCUMENT CAREFULLY. WE ARE ADDING AN ARBITRATION PROVISION TO YOUR EXISTING BUSINESS CREDIT CARD AGREEMENT — IT CONTAINS AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT ALL DISPUTES BETWEEN YOU AND US BE RESOLVED BY BINDING ARBITRATION WHENEVER EITHER PARTY CHOOSES TO SUBMIT A DISPUTE TO ARBITRATION OR EITHER PARTY REFERS A LAWSUIT FILED BY THE OTHER TO ARBITRATION, AND ADDITIONALLY (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

Business Credit Card

Your business credit card accounts are covered by the Arbitration provision we've included.

Business Credit Card Rewards Programs

Any business rewards or business cash back program rules (other than Preferred Rewards or BofA Rewards, which are governed by the Deposit Agreement and Disclosures) will be amended to incorporate the arbitration provision of the associated business credit card account. This new amendment is included.

Bank of America – Business Credit Card Arbitration Provision

ARBITRATION

This arbitration provision requires that all disputes between you and us be resolved by binding arbitration whenever either party chooses to submit a dispute to arbitration or either party refers a lawsuit filed by the other to arbitration. By means of this arbitration agreement, each party waives the right to have any dispute heard in court whenever either party chooses to submit or refer such dispute to arbitration, subject to the limitations set forth further below in the **Scope of Arbitration** section. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") with respect to both substance and procedure. You and we agree that either of us may elect to proceed by arbitration, that the goal of proceeding in arbitration shall be to achieve effective, efficient, and less costly resolution between you and us, and that this arbitration agreement shall be interpreted and applied to achieve that goal.

YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR OTHERWISE TO BE DECIDED BY A COURT. YOU AND WE ARE WAIVING ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS, REPRESENTATIVE, OR CONSOLIDATED PROCEEDING, WHETHER IN COURT OR IN ARBITRATION, AND TO HAVE ANY CLAIMS HEARD BY A JURY. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

SCOPE OF ARBITRATION

Claims or disputed factual or legal issues between you and us that arise out of or relate in any way to any aspect of our relationship are subject to arbitration, as permitted by law. These issues include but are not limited to: your account or any prior account; this Agreement (including any future amendments); any prior account agreement between us; any transactions (whether actual, potential, or canceled) involving your account or any prior account; any interest, charges, or fees assessed on your account or any prior account; any charge, withdrawal or setoff of sums owed on your account or any prior account upon an event of default, pursuant to the Right of Setoff provision of this Agreement; any service(s) or program(s) related to your account or any prior account (including any credit card rewards program associated with your account); the advertising of our products, or the application for, or the denial, approval or establishment of your account or any prior account; any communications related to your account or any prior account; any collection or credit reporting of your account or any prior account; and any interactions of any kind with our employees or agents. Claims or disputed factual or legal issues that fall within the scope of this arbitration provision are subject to arbitration, regardless of what legal claim or theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputed factual or legal issues, whether they arose in the past, may currently exist, or may arise in the future. All such claims or disputed factual or legal issues are referred to in this section as "Claim(s)." To the extent permitted by law, the discovery exchanged between us and you as to any Claim is presumptively limited to the exchange of documents directly relevant to the Claim, absent an order from the arbitrator that good cause exists to require the exchange of additional discovery. The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis, whereas Claims in other courts may be compelled into arbitration by either party.

WAIVER OF CLASS, JURY AND OTHER NON-INDIVIDUALIZED RELIEF

By accepting this Arbitration provision you GIVE UP YOUR RIGHT TO GO TO COURT except for matters that may be taken to a small claims court or as otherwise provided for in this agreement. Arbitration will proceed on an INDIVIDUAL BASIS, so class actions, consolidated actions, and similar proceedings will NOT be available to you.



Claims in arbitration will proceed only on an individual basis. Additionally, you may not join your claims with other persons on other accounts in the arbitration; each person must arbitrate his or her own claims separately and individually. YOU AND WE ARE WAIVING THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION, OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION AND ARE WAIVING THE RIGHT TO HAVE A JURY DECIDE ANY CLAIM, AS PERMITTED BY LAW. The arbitrator shall have no authority to entertain any Claim as a class action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate Claims brought by separate claimants (except for claimants on the same account). This means that the arbitrator also shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party. If these terms prohibiting class, representative, or consolidation procedures are held to be legally unenforceable for any reason with respect to a Claim, then the Claim must be handled through litigation in court instead of by arbitration.

For individual Claims filed as part of a "mass arbitration," as that term is defined herein, the additional requirements set forth in the **Mass Arbitration** section below shall apply.

ARBITRATOR

Arbitrations between you and us shall be administered by the American Arbitration Association ("AAA") (www.adr.org). The AAA shall apply its Commercial Arbitration Rules in effect at the time the arbitration is commenced and the Mass Arbitration Supplementary Rules to mass arbitration matters. A single arbitrator shall conduct proceedings under the Commercial Arbitration Rules, and a Process Arbitrator and single Merits Arbitrator shall conduct each mass arbitration case. If there is a conflict between the applicable AAA rules and procedures and this Arbitration provision, this Arbitration provision will control. In the event that AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure. The arbitrator will have the power to award to a party any damages or relief as permitted by the law and the Agreement between you and us (including the limitations set forth below). All pleadings, information and documents exchanged, and the arbitrator's ruling shall be treated as confidential and have no precedential value. However, if either party seeks to confirm the arbitrator's decision in court, the parties agree that the documents necessary for such confirmation need not be filed under seal.

AUTHORITY OF ARBITRATOR

You or us agree that, upon motion by either party, any arbitrator shall have the power to decide dispositive issues of law prior to a full merits hearing, consistent with Federal Rules of Civil Procedure 12 and 56, and will decide the Claim in accordance with all applicable substantive law and recognized principles of equity. The arbitrator will determine whether the claimant has completed the steps necessary to initiate the suit. The arbitrator will construe the Claim under the applicable statutes of limitations provided for under the governing law. The arbitrator will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or relief as permitted by the law and the Agreement between you and us (including the limitations set forth above). In addition, the arbitrator has the same power as a federal court to impose sanctions against any represented party or counsel for any violation of the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. § 1927.

DELEGATION OF AUTHORITY TO ARBITRATOR

All issues are for the arbitrator to decide, including the scope of his or her own jurisdiction, and the arbitrability of individual claims, except that questions of whether the parties have entered into an agreement to arbitrate are for a court of competent jurisdiction to decide.

ARBITRATION DEMAND FILING REQUIREMENTS

In addition to the requirements set forth in the AAA rules, you agree that upon commencing a case with the AAA, you will provide your name, full account number, mailing address, telephone number, email address, explanation of the basis of your Claim including, a factual description of every disputed transaction for which you seek compensation (date, amount, and transaction type, if applicable) and/or a factual description of every event at issue in your Claim (date, location, and individuals involved), an itemized calculation of all alleged damages, and, if represented by counsel, a signed statement authorizing us to share information regarding your account and the Claim with them. You must personally sign the demand for arbitration (and your counsel must also sign the demand, if you are represented by counsel). By submitting an arbitration demand, you (and your counsel, if you are represented) represent that, as in court, you are complying with the requirements of Federal Rule of Civil Procedure 11(b). You agree and understand that failure to provide this information may result in dismissal of your Claim, though you have the right to refile once you provide the information described in this section.

ALLOCATION OF FEES

Each party will be responsible for the arbitration fees as allocated by the applicable AAA rules (www.adr.org).

FEE-SHIFTING AND SANCTIONS

The arbitrator is authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11, 28 U.S.C. § 1927, or any applicable state law on represented parties and their counsel. If the arbitrator finds that either the substance of your or our Claim or the relief sought was frivolous, without sufficient reasonable inquiry and/or a good faith basis, or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), and/or under 28 U.S.C. § 1927), the arbitrator may reallocate compensation, expenses, and administrative fees (which include filing and hearing fees) as justice requires, and as permitted by applicable law.

MASS ARBITRATION

You agree that these additional requirements ("Mass Arbitration Procedures") shall apply to your Claim if it is filed as part of a "mass arbitration," which means twenty-five (25) or more arbitration claims involving the same or similar subject matter and/or issues of law or fact, and where representation of all claimants is the same or coordinated across the cases. You understand and agree that these procedures related to mass arbitrations will apply and that they are designed to (a) lead to the streamlined and cost-effective resolution of claims, consistent with the goal of this arbitration agreement; (b) ensure that large volume filings do not impose unnecessary burdens or impediments to the resolution and cost-effective adjudication of your Claim and similar claims; and (c) preserve the integrity of the arbitration process. You agree to these procedures even though they may delay the arbitration of your individual Claim. If at any point you are unsatisfied with the speed by which your matter is proceeding in mass arbitration, you are free to withdraw your arbitration demand and proceed in small claims court if the Claim is in that court's jurisdiction and proceeds on an individual basis.

Process Arbitrator Appointment

You and we agree that before an arbitrator is assigned to determine the merit of your Claim, a "Process Arbitrator" will be appointed. The Process Arbitrator will have the authority to ensure these Mass Arbitration Procedures and the AAA rules are followed. The parties agree that the Process Arbitrator will be selected by the process set forth in AAA Mass Arbitration Supplementary Rules or any equivalent AAA rule then in effect. In short, each party will receive a list of proposed Process Arbitrators provided by the AAA and will meet and confer to identify a mutually-agreeable candidate. If the parties cannot agree, they will submit their preferences to the AAA, and the AAA will select a Process Arbitrator.

Process Arbitrator Authority

In addition to the authority outlined in the AAA Mass Arbitration Supplementary Rules, the parties agree that the Process Arbitrator shall be empowered to resolve any dispute regarding whether your Claim should be dismissed because, for example, you failed to comply with the Mass Arbitration Filing Requirements, any other requirements outlined in this agreement, or as permitted to address dismissal under the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 12. You agree that if the Process Arbitrator finds you failed to comply with any requirement, your Claim will be dismissed, without prejudice to refile once the deficiencies are remedied. The Process Arbitrator will also have the power to decide whether, based on the information submitted in the Mass Arbitration Filing Requirements, there are other threshold eligibility issues for your Claim to proceed, including but not limited to whether you had an account with us, experienced the transaction, fee, or event at issue, or otherwise cannot pursue your Claim due to a clear legal or factual deficiency, and to dismiss your Claim as appropriate. The Process Arbitrator shall have the power to determine whether or not a given dispute regarding these Mass Arbitration Filing Requirements and/or Procedures are within the Process Arbitrator's jurisdiction. The Process Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11, 28 U.S.C. § 1927, or any applicable state law.

Mass Arbitration Procedure

Following the resolution of any disputes within the jurisdiction of the Process Arbitrator, if any, counsel for the claimants and our counsel shall each select fifteen (15) cases (per side) to proceed first in individual arbitration proceedings on the merits of each claim. Unless the parties otherwise agree, in no event shall any individual Merits Arbitrator be assigned more than five (5) cases. The parties agree that each side shall have the right to have fifteen (15) cases of their choosing proceed to final hearing, which shall occur within ninety (90) days of the selection of the cases (unless the parties agree to a different time period), before the process described in this section moves forward. After the first thirty (30) cases are resolved, counsel will meet and confer regarding ways to improve the efficiency of the proceedings, including whether to pursue settlement discussions or mediation or to change the number of cases filed in each stage. If the parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings and conferring in good faith, each side shall select another fifteen (15) cases per side to proceed to individual arbitration proceedings, which shall occur within ninety (90) days of the selection of the cases (unless the parties agree to a different time period). Each of these thirty (30) cases shall be assigned to a different Merits Arbitrator, though if the Parties otherwise agree, a single Merits Arbitrator may be assigned up to five (5) cases. After this second set of thirty (30) cases are resolved, counsel will again meet and confer regarding ways to improve the efficiency of the proceedings, including whether to pursue settlement discussions or mediation or change the number of cases filed in each stage. If the parties do not reach a global resolution after the second set of cases are resolved, on either party's motion, the Process Arbitrator can decide to expedite the proceedings by forgoing more rounds of case selection and instead assigning Merits Arbitrators to all of the remaining cases at once. If no motion is made, this Mass Arbitration Procedure shall continue with thirty (30) cases in each set of proceedings, consistent with the parameters identified above. You and we agree to engage in these Mass Arbitration Procedures in good faith, which includes an agreement to pay the parties' respective case fee if your case is selected. Any dispute regarding any aspect of the specific Mass Arbitration Procedures outlined in this section shall be resolved by the Process Arbitrator.

Mass Arbitration Fees

No AAA per case fee shall be assessed in connection with any case until the case is selected to proceed to individual arbitration proceedings as part of the process identified in this section.

Interpretation and Enforcement of Mass Arbitration Procedure

Any dispute regarding the interpretation or enforcement of these Mass Arbitration Procedures shall be decided by the Process Arbitrator or, in cases that have been released to merits proceedings, the Merits Arbitrator. Their decisions regarding the Mass Arbitration Procedures shall be considered interlocutory in nature and not subject to immediate judicial review. If any terms of these Mass Arbitration Procedures are found to be legally unenforceable for any reason, then the proceedings shall otherwise continue in arbitration in accordance with AAA's Mass Arbitration Supplementary Rules.



SURVIVAL AND SEVERABILITY OF TERMS

These arbitration provisions shall survive changes in this Agreement and termination of the account or the relationship between you and us, including the bankruptcy of any party and any sale or assignment of your account, or amounts owed on your account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative dispute between you and us. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

EFFECT OF ARBITRATION AWARD; APPEAL

The arbitration ruling will be considered final and binding, and enforceable by any court having jurisdiction. No party may seek an appeal of the arbitration ruling, except as provided under the FAA.

Bank of America – Arbitration Provision for Business Credit Card Rewards Programs

The definition of “Program Rules” will be amended and replaced with the following:

Program Rules — Refers to the terms and conditions in this document, which govern the Card Program. Except where these Program Rules incorporate provisions from the Business Credit Card Agreement, these Program Rules are separate from the terms of the Business Credit Card Agreement provided with your Card.

The following provision will be added to the “Additional Terms” section with the subheading “Arbitration”:

Disputes about Rewards or these Program Rules will be subject to binding arbitration as provided for in Your Business Credit Card Agreement.

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Memorandum

To: Board of Directors
From: Jefferson Kise, Director of Finance & Administration
Meeting Date: May 27, 2026
Subject: **Contracts Awarded under \$50,000**

RECOMMENDED ACTION:

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

SUMMARY:

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

FINANCIAL IMPACT:

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

DISCUSSION:

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

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

ATTACHMENTS:

1. Contracts under \$50,000 May 2026 Board

WEB ATTACHMENTS:

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

**Contracts Under \$50,000
(but greater than \$5,000)
Board Report date: May 2026**

Staff	Consulting Firm/ Agency	Contract Activity	Start Date	End Date	Contract amount	Work Element	Fund Source
Ryan	Bender Rosenthal	Branch Line lease appraisal	June 1, 2026	June 30, 2028	10,000	6804	Monterey Bay Rail Line Leases

Memorandum

To: Board of Directors
From: Christina Watson, Director of Planning
Meeting Date: May 27, 2026
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:

On April 29-May 1, 2026, TAMC Executive Director Todd Muck, Director of Planning Christina Watson, Principal Planner Andy Cook, and Associate Planner Alissa Guther, along with Board Members Mike LeBarre and Kate Daniels, attended the California Passenger Rail Summit in Sacramento, CA (**attachment 1**).

On April 23, 2026, Doug Bilse, Principal Transportation Engineer, attended the American Society of Civil Engineers (ASCE) 2026 California Infrastructure Symposium in San Francisco, CA (**attachment 2**).

ATTACHMENTS:

1. CW-CA Pass Rail Summit
2. DB-ASCE Infrastructure Symposium

WEB ATTACHMENTS:



Memorandum

To: Board of Directors

From: Todd Muck, Executive Director
Christina Watson, Director of Planning
Andy Cook, Principal Transportation Planner
Alissa Guther, Associate Transportation Planner

Date: **May 27, 2026**

Subject: **2026 California Passenger Rail Summit**

On April 29-May 1, staff attended the 2026 California Passenger Rail Summit in Sacramento, CA, along with Board Members Mike LeBarre and Kate Daniels. The conference is an excellent opportunity for networking with Caltrans, passenger rail operators, and consultants. The full program is online [here](#).

Sessions included:

- State Update
- California Passenger Rail CEO Roundtable
- Strategies for Improving Passenger Experience
- Technology + Rolling Stock
- Hosting the World + Serving California by Rail
- Major Capital Projects
- Could the California High Speed Rail Authority be your federal National Environmental Policy Act lead?
- Planning for the World Cup and Olympics
- Integrating Passenger Rail and Transit-Oriented Development

Christina, as part of the planning committee, helped to lead a “Birds of a Feather” session, intended to spark peer-driven, topic-specific conversations. Christina led the table topic of resilience and adaptation to climate change impacts on passenger rail.

There were three tours offered:

- Sacramento Valley Station (Todd and Andy participated)
- Siemens Mobility's Sacramento manufacturing campus (Christina participated)
- Sacramento Regional Transit's Maintenance and Heavy Repair Facility

Key takeaways:

- Rail and transit are the safest mode of travel, but the State is making more improvements to make the system even safer, including implementing Positive Train Control on the central coast.
- Caltrain was recognized by the American Public Transportation Association's (APTA) as the fastest growing US transit agency in 2025; ridership grew 57% compared to 2024, with weekend ridership doubling, and five consecutive months of over one million riders.
- Caltrans is restructuring the rail and transit divisions and adding a new Transit and Rail Program Deputy Director (yet to be named), who will be advising Caltrans Director Dina El-Tawansy on rail and transit issues.
- Some major constraints on passenger rail service expansions include equipment availability and interoperability, technology, workforce, ticketing, and host railroad relations.
- The California High Speed Rail Authority has National Environmental Policy Act (NEPA) delegation authority for passenger rail projects with federal funds, if the service connects to the HSR system.
- There are partnership opportunities between rail operators, city and county governments, regional planning agencies, and affordable housing developers through the State Affordable Housing Sustainable Communities Grant program for funding and implementing transit-oriented development and securing funding for new passenger rail equipment, as well as many examples of successful projects in the Sacramento region and greater San Joaquin Valley.



Memorandum

To: Board of Directors

From: Doug Bipse, Principal Transportation Engineer

Date: May 27, 2026

Subject: **2026 American Society of Civil Engineers (ASCE) Infrastructure Symposium**

On April 23, Doug Bipse was a speaker at the 2026 ASCE Infrastructure Symposium in San Francisco. The agenda information can be found online here: <https://cais.r9-asce.org/>. The event was an excellent opportunity for sharing information on the great work being done in the region to address mobility challenges.

Mr. Bipse presented with Andrew Easterling, Assistant Public Works Director for the City of Monterey, for the session entitled *One Corridor with Many Routes – Planning Seamless Movement of People and Goods on a Constrained Peninsula*. The panel discussed the innovative approach TAMC is using to serve Salinas Valley residents commuting to jobs on the Monterey Peninsula. The pristine environment and prime farmland constrain options to using a single route as a multimodal corridor. As an alternative to serving several modes on one route, TAMC is taking a regional approach that uses several routes to form a multimodal corridor:

- State Route 68: primarily serves auto trips;
- King City-Salinas-Marina-Monterey Bus Rapid Transit (BRT) lines: transit trips primarily served by BRTs including SURF! and JAZZ routes; and
- Fort Ord Regional Trail and Greenway (FORTAG): shorter local trips can be made using pedestrian and bicycle routes that reduce congestion on regional roadways.

The panel also talked about the City of Monterey's "Park Once" strategy. This strategy was based on the understanding that providing more roads to serve more cars does not make sense if there are not enough parking spaces at the destination. The presentation included photos of project sites and links between modes in the City of Monterey.

Memorandum

To: Board of Directors
From: Aaron Hernandez, Transportation Planner
Meeting Date: May 27, 2026
Subject: **Eaton & Associates - Computer and IT Services Contract Amendment #1**

RECOMMENDED ACTION:**Eaton & Associates - Computer and Information Technology Services Contract Amendment #1**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #1 with Eaton & Associates for the Agency's Computer and IT Services contract to increase the budget by \$52,365 for a total not-to-exceed amount of \$219,380 over the remaining term of the agreement ending December 31, 2029 to cover additional remote service costs and enhanced cybersecurity monitoring;
2. **AUTHORIZE** the use of Reserves funds budgeted for this project;
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 to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

SUMMARY:

The Transportation Agency is contracted with Eaton & Associates for managed information technology services following a competitive process in 2024. The Agency is seeking to amend the existing agreement to include additional oversight costs as the agency headcount has increased since the start of the contract and the implementation of enhanced cybersecurity monitoring.

FINANCIAL IMPACT:

The current not-to-exceed amount for the five-year contract is \$167,015. This amendment #1 would increase the total not-to-exceed amount to \$219,380.

DISCUSSION:

On December 4, 2024 the Transportation Agency Board of Directors approved an agreement for services with AIXTEK, doing business as Eaton & Associates, to provide computer and network services as the Agency's information technology support consultant. The agreement for services with Eaton & Associates is for a five-year time period, terminating on December 31, 2029. The scope of work covers maintenance and security of the agency's file and email servers, as well as the setup of mobile devices and workstations. Eaton & Associates is also required to install and maintain network monitoring and management appliances. The network monitoring and management appliances will alert Eaton & Associates to any significant problem that arises on agency devices, and they will

respond during normal working hours. Other tasks in the scope of work cover the Agency's cloud-based email system, setup and maintenance of the wireless network, virus and malware protection, mobile device setup, backups and data loss prevention, phone system management, annual evaluations and monthly reporting.

Since the start of services with Eaton & Associates, the agency has grown with new staff which brings additional equipment and software licenses for Eaton & Associates to monitor and manage. This brings a slight increase to the remote service agreement and Cloud VOIP Services/Support line items in Exhibit B-1 of the amendment (**attachment**). The majority of the budget increase in the amendment is for enhanced cybersecurity protection that would further enhance the cybersecurity environment of the agency. Eaton & Associates provides an enhanced cybersecurity protection module known as "Shield Pro" which would significantly strengthen the agency's cybersecurity posture by adding modern, multi-layered protections that go beyond basic security tools. This upgrade would provide advanced capabilities such as next-generation Endpoint Detection and Response, 24x7 Security Operations Center monitoring, cloud application threat detection, dark web monitoring and more. The upgrade also brings user security awareness training to bring awareness to agency staff of the rapidly changing cybersecurity environment and ensure stronger protection against today's sophisticated cyberattacks. As such, Agency staff is seeking to amend its existing agreement with Eaton & Associates to cover additional remote service costs and enhanced cybersecurity monitoring in the existing service contract.

ATTACHMENTS:

1. Eaton & Associates - Contract Amendment #1

WEB ATTACHMENTS:

AMENDMENT ONE TO THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
AIXTEK, DBA Eaton & Associates

THIS AMENDMENT NO. 1 to the agreement dated December 4, 2024, between the Transportation Agency for Monterey County, hereinafter referred to as “TAMC,” and AIXTEK, DBA Eaton & Associates, hereinafter referred to as “Consultant,” is hereby entered into between TAMC and Consultant.

RECITALS:

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services on December 4, 2024, hereinafter referred to as “Agreement;” and
- B. **WHEREAS**, TAMC and Consultant desire to amend the Agreement to simplify procurement, and account for additional costs associated with new staff and new security needs and functionality;

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

1. SCOPE OF SERVICES

The Scope of Services attached to the Agreement as Exhibit A is hereby replaced with the Scope of Services attached hereto as Exhibit A-1 and shall be effective upon execution.

2. PAYMENTS TO CONSULTANT; MAXIMUM LIABILITY

Paragraph 2 of the Agreement is amended as follows:

“Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable or services outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of ~~ONE HUNDRED SIXTY SEVEN THOUSAND FIFTEEN Dollars (\$167,015)~~ **TWO HUNDRED NINETEEN THOUSAND THREE HUNDRED EIGHTY Dollars (\$219, 380)**. If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work and Schedule) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.”

The Budget attached to the Agreement as Exhibit B is hereby replaced with the Budget attached hereto as Exhibit B-1 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. 1 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement with AIXTEK, DBA Eaton & Associates

AIXTEK, DBA Eaton & Associates

TAMC

By: _____
John M Eaton
President

By: _____
Todd A. Muck
Executive Director

Dated: .

Dated: .

By: _____
Mohamed Shalabi
VP, Professional Services

Dated: .

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

TAMC Counsel

Dated: .

Attachment A-1

SCOPE OF WORK

Computer and Information Technology Services

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

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

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

Required Consulting Services:

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

holidays. In addition to responding to alerts generated by the network monitoring and management appliance, the Transportation Agency may contact consultant(s) at any time for server-side assistance. Consultant technicians will monitor the servers daily, responding automatically to any server alerts and resolving those issues remotely, if possible. If onsite service is required, TAMC will be contacted to authorize the onsite work.

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

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

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

1. The NIST CSF is recommended to be adopted by all organizations, especially government agencies. The NIST CSF consists of five key components and represents a constantly changing continuum, recognizing that the threat landscape evolves, that networks and people change, and that the framework must be nimble enough to adapt over time:
 - a. Identify: An organization needs to understand not only what they are protecting (assets) but also what they are protecting against (threats) and their risk profile.
 - b. Protect: An organization must implement robust systems to protect their assets, including educating users.
 - c. Detect: An organization can't simply build a wall around their systems and hope to keep the threats out. They must assume that threats will penetrate those walls and so therefore must have a way to detect those breaches.

- d. Respond: An organization must have a document plan of action in case a breach occurs, an Incident Response Plan that outlines the steps and resources needed once a breach occurs.
 - e. Recover: Finally, an organization must be able to recover from a breach in a timely fashion in order to continue to operate, including ensuring that they have good backups of all their critical data.
2. Consultant will provide consulting with TAMC staff to adopt the NIST framework and implement the tools, services and monitoring to comply with the framework.

Optional Services **Cloud VOIP Services/Support:**

1. Cloud-Based Voice over IP Phone System: The Transportation Agency currently has 16 Yealink T46S Color Gigabit VoIP phones on-site, 18 Desktop App licenses, and 18 Mobile App subscriptions.
 - a. Consultant will subcontract a phone service provider to maintain the agency's phone system.
 - b. The Transportation Agency seeks the following features to be included in the phone system:
 - Fully-hosted cloud-based PBX service
 - Administration portal
 - Automated attendant with phone menu
 - Ability to set business hours and after-hours with different responses from the auto-attendant
 - Music on hold
 - Port current phone number (831-775-0903) and phone number extensions that match the existing 2-digit extensions (831-775-44XX)
 - Dial-by-name directory
 - Conference calling
 - Caller identification
 - Call forwarding
 - Call park
 - Do not disturb
 - Missed call notifications
 - Voicemail
 - Voicemail-to-email
 - Visual voicemail
 - Multiple voicemail greetings
 - Office 365 integration
 - Internet fax
 - Mobile application to allow for off-site access to calling, texting, and voicemails using the staff member's office extension

Enhanced Cybersecurity Protection – Shield Pro Upgrade

1. Upgrade cybersecurity protection measures with the implementation of Shield Pro to significantly strengthen the agency’s cybersecurity posture by adding modern, multi-layered protections that go beyond basic security tools. Includes advanced capabilities such as next-generation Endpoint Detection and Response, 24x7 Security Operations Center monitoring, SIEM event correlation, advanced DNS filtering, cloud application threat detection, dark web monitoring, and user security awareness training. These enhancements work together to detect threats earlier, respond faster, and reduce the risk of ransomware, data breaches, and account compromise. This upgrade provides a comprehensive, layered cybersecurity solution that defends the agency across endpoints, email, cloud services, and user accounts, ensuring stronger protection against today’s sophisticated cyberattacks.

EXHIBIT B-1: Budget

Fee Schedule

TASK	ONE-TIME COSTS	MONTHLY	5-YEAR TOTAL
REQUIRED SERVICES-Consulting Services			
		\$ 2,333.00	\$ 139,980.00
- REMOTE SERVICE AGREEMENT		\$2,510.00	\$150,031.50
- Enhanced Cybersecurity Protection – Shield Pro		\$870.00	\$40,020.00
OPTIONAL TASK 1: Passthrough Costs			
		\$ 360.00	\$ 27,635.00
- CLOUD VOIP SERVICES/SUPPORT	\$ 6,035.00	\$440.00	\$29,328.33
TOTAL WITH OPTIONAL TASKS			\$ 167,615.00 \$219,380

Optional Tasks

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

Out-of-Scope Hourly Rates

The table below describes the rates for additional IT Support that falls “out-of-scope” and for IT Project services. Standard remote support will incur the Help Desk hourly rates. Ticket escalations and onsite visits will be billed at the Network Engineer, Systems Architect, or CTO/vCIO rates as applicable.

Resource	Rate
Help Desk Engineer	\$70/hour
Network Engineer	\$195/hour
Systems Architect	\$235/hour
CTO/vCIO	\$265/hour
Project Manager	\$165/hour

After Hours Support

The agreement provides access to after-hours support but does not cover the charge for after-hours work. Any work performed after hours will be billed at 1.5 times the hourly rate for the ninth to twelfth hours on weekdays and all hours Saturday, Sunday. Extended after hours will be billed at 2.0 times the hourly rate at the thirteenth hour or more and on Holidays.

Projects

AIXTEK, DBA Eaton & Associates – AMENDMENT #1
Approved by the TAMC Board of Directors May 27, 2026

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

Memorandum

To: Board of Directors
From: Laurie Williamson, Senior Engineer
Meeting Date: May 27, 2026
Subject: **Monterey Branch Line Ground Lease Assignment and Assumption adjacent to 1711 Del Monte Blvd**

RECOMMENDED ACTION:**Monterey Branch Line Ground Lease Assignment and Assumption adjacent to 1711 Del Monte Blvd:**

1. **APPROVE** the Ground Lease Assignment and Assumption by and among Monterey Motors, Cappo Management and TAMC, consenting to the assignment of a lease of Monterey Branch Line property adjacent to 1711 Del Monte Blvd in Seaside California; and
2. **AUTHORIZE** the Executive Director, or their designee, to execute the Ground Lease Assignment and Assumption Agreement, pending collection of all unpaid lease rents; 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 approval of future modifications or amendments that do not significantly alter the intent of the agreement.

SUMMARY:

The Agency leases portions of the Monterey Branch line to adjacent property owners along Del Monte Blvd. These leases provide that they may be assigned with the consent of the Agency. As part of the transfer of ownership, the current lessee, Monterey Motors, has requested such consent to Cappo Management. The lease includes 35,000 square feet (50 feet by 700 feet) of TAMC owned Monterey Branch Line property adjacent to 1711 Del Monte Blvd in Seaside, CA.

FINANCIAL IMPACT:

There is no financial impact by consenting to this assignment. Neither the rental amount nor any other term of the Lease will change other than the assignment.

DISCUSSION:

The Agency has been leasing various portions of the Monterey Branch Line (MBL) since it was acquired in 2003. That portion of the MBL adjacent to 1711 Del Monte Blvd in Seaside has been leased by Monterey Motors since January 2021. It was previously leased by Sam Lender, initially with Southern Pacific, then with the Agency after taking over ownership of the MBL. The current lease covers an area of 35,000 SF (50' x 700') and is for the parking and storage of vehicles as well as uses incidental to the lessee's retail auto sales and service business.

The Jaguar/ Land Rover/ Volvo dealership located at 1711 Del Monte Blvd in Seaside is being acquired by Cappo Management. The existing ground lease of MBL property adjacent to the

dealership allows for assignment to another entity, upon consent by the Agency. Execution of an Assignment and Assumption agreement would not be finalized without collection of any unpaid lease rents.

Recognizing the Agency's potential use of the MBL as a transportation corridor, the Agency retains the right to terminate the lease. The Agency has also retained the right, if necessary, for underground utilities and temporary construction easements.

ATTACHMENTS:

1. 1711 DMB Assignment & Assumption Agmt - Monterey Motors to Cappel

WEB ATTACHMENTS:

GROUND LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT
THIRD PARTY LEASED PROPERTY
Monterey Branch Line Right of Way
adjacent to
1711 Del Monte Blvd., Seaside, California

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into as of the last date opposite the respective signatures below, by and among the **Transportation Agency for Monterey County** (“Lessor”); **Monterey Motors, Inc.**, a California Corporation (“Assignor”); and **CAPPO MANAGEMENT LXXXVII, LLC** (doing business as Jaguar Monterey, Land Rover Monterey, and Volvo Cars Monterey), a Tennessee limited liability company (“Assignee”).

RECITALS:

A. Lessor and Assignor are parties to a certain ground lease, last executed on January 27, 2021 (“Lease”) as landlord and tenant respectively. The Lease pertains to real property described in the Lease as the “Property”, and as further described in Exhibit 1, attached hereto and incorporated herein; and

B. The term of the Lease ran from January 1, 2021 until December 31, 2024 with a unilateral option for Assignor to extend the Lease for an additional four (4) year term at the completion of the initial lease period, subject to certain conditions; and

C. On September 4, 2024, Assignor provided a letter to Lessor and indicated Assignor exercising its option to extend the Lease from January 1, 2025 through December 31, 2028 in accordance with the Lease terms and Lease Exhibit B (“Letter”); and

D. Although the Assignor provided the Letter in conformance with the Lease, Lessor did not memorialize the extension in an amendment to the Lease but hereby acknowledges the term for the Lease is currently set to expire on or before December 31, 2028, pursuant to the terms of the Lease; and

E. Section 21 of the Lease provides Assignor must obtain Lessor’s written consent before assigning the Assignor’s rights or delegating its duties; and

F. Assignor and Assignee have entered into an agreement to convey certain interests between them and Assignor now wishes to assign its rights and delegate its duties under the Lease to the Assignee with the written consent of the Lessor; and

G. Lessor is willing to consent to the Assignment, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT:

1. Recitals. The above recitals are an integral part of the agreement and understanding of Assignor and Assignee, and are incorporated by reference in this Agreement.

2. Assignment. Assignor hereby grants, conveys, assigns and transfers to Assignee, effective as of the 23rd of February, 2026 (the "Effective Date"), all of Assignor's right, title and interest in and to, and delegates to Assignee all of Assignor's duties, obligations and liabilities in connection with the Lease.

3. Acceptance and Assumption. Assignee hereby accepts the Assignment and assumes and promises to perform all of Assignor's duties, obligations and liabilities under the Lease as of and following the Effective Date.

4. Indemnities. Assignor hereby agrees to indemnify and hold harmless Assignee and its, officers, directors, members, managers, partners, employees, agents, successors and assignees, from and against any and all losses, damages, liabilities, obligations, assessments, suits, actions, proceedings, claims or demands, including costs, expenses and fees (including reasonable attorneys' fees, accountant, paralegal, and expert witness fees) incurred in connection with, suffered by any of them or asserted against any of them, arising out of or based upon any default, liability or obligation under the Lease which occurred or arose before the Effective Date. Assignee hereby agrees to indemnify and hold harmless Assignor and its, officers, directors, members, managers, partners, employees, agents, successors and assignees, from and against any and all losses, damages, liabilities, obligations, assessments, suits, actions, proceedings, claims or demands, including costs, expenses and fees (including reasonable attorneys' fees, accountant, paralegal, and expert witness fees) incurred in connection with, suffered by any of them or asserted against any of them, arising out of or based upon any default, liability or obligation under the Lease which occurs or arises on or after the Effective Date.

5. Assignor Representations. Assignor hereby acknowledges, agrees, certifies and represents to Lessor and Assignee as follows:

- a. A true, complete and accurate copy of the Lease is attached hereto as Exhibit 1. The Lease represents the entire understanding between Lessor and Assignor with respect to the leasing of the Property. The Lease is in full force and effect. The original Lease has not been modified, altered or amended except as attached hereto.
- b. To the Assignor's best knowledge, Assignor's use of the leased premises complies with the terms of City of Sand City's issued Coastal Development Permit (CDP 04-04) as supplemented by prior extensions and current ongoing discussions between Assignee and Sand City regarding future extensions, and any improvements placed upon the Property have been approved by Lessor.
- c. To the Assignor's best knowledge, there exists no default of Lessor or Assignor under the Lease nor any state of facts that, with the passage of time or the giving of notice or both.

6. Assignor Waivers. To the extent applicable, Assignor hereby waives its right to assert any defense to its liability under the Lease based on (a) Lessor's failure to make any demand for performance or to give a notice of nonperformance to Assignor; (b) any defense based upon an election of remedies by Lessor under the Lease, including any election which destroys or impairs any right of subrogation, reimbursement or contribution which Assignor may have; and (c) any rights or benefits in favor of Assignor under Sections 2809, 2810, 2815, 2819, 2839, 2845, 2848, 2849 or 2850 of the California Civil Code, or any amendment to any of the foregoing statutes. If all or any portion of Assignor's obligations under the Lease are paid or performed, Assignor's liability shall continue and remain in full force and effect in the event that all or any part of such payment or performance is subsequently avoided or recovered from Lessor as a preference, fraudulent transfer or otherwise.

7. Consent. Lessor hereby consents to Assignor's assignment of all of Assignor's right, title, and interest in and to the Lease to Assignee, subject to and upon all of the terms and conditions set forth herein. In granting this consent, Lessor does not waive any of Lessor's rights under the Lease. Further, such consent shall not be deemed a waiver by Lessor of its right of consent with respect to any subsequent Lease, sub-lease or assignment by Assignor or Assignee. Lessor acknowledges the current term for the Lease is set to expire on **December 31, 2028**. Assignee will have one option to extend the Lease for an additional term which will expire December 31, 2032, if Assignee timely exercises the option.

Lessor's consent is not intended, and shall not be construed (a) to modify or otherwise affect any provisions of the Lease; or (b) as binding or obligating Lessor in any manner whatsoever with respect to any covenants, representations, undertakings or agreements solely between Assignor, Assignor's affiliated companies and Assignee.

8. Release. This Agreement releases Assignor of Assignor's obligations under the Lease including Assignor's obligation to pay rent and to perform all other obligations to be performed by Lessee under the Lease effective upon the Effective Date.

9. Notices. From and after the Effective Date, notices required under this Agreement shall be delivered personally or by e-mail or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or email-receipt, or on the third day after deposit with the U.S. Postal Service. Assignee shall give TAMC prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To LESSOR:

TAMC
Todd A. Muck
Executive Director
55-B Plaza Circle
Salinas, CA 93901
Tel: 831-775-0903
Fax: 831-775-0897
Email: todd@tamcmonterey.org

To ASSIGNEE:

CAPPO MANAGEMENT LXXXVIII, LLC
c/o Victory Automotive Group, LLC
Attn: Real Estate Notices
30 Parkland Plaza, Suite A
Ann Arbor, MI 48103
Tel: (734) 394-1255
Fax: (734) 495-0551
Email: realestatenotices@vagmgt.com

Billing Contact:
Mi Ra Park
831-775-4418
accountspayable@tamcmonterey.org

Billing Contact:
Jason Seiber
(931) 248-5059
Jason.seiber@victorytoyota.com

10. Miscellaneous.

a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Consistent with the Lease, Assignor has obtained Lessor's written consents to this Agreement in the forms attached hereto.

b. Attorneys' Fees. If any legal action is brought concerning any matter relating to this Agreement, or by reason of any breach of any covenant, condition or agreement referred to in this Agreement, the prevailing party shall be entitled to have and recover from the other Party to the action all costs and expenses of suit, including attorneys' fees.

c. Amendments. This Agreement may not be altered, waived, amended, or extended except by a written agreement signed by the parties.

d. No Partnership or Joint Venture. This Agreement does not constitute an agreement of partnership or joint venture and does not authorize the Assignor to act as an agent for the Assignee for any purpose, nor authorize the Assignee to act as an agent for the Assignor for any purpose.

e. Governing Law. This Agreement shall be construed under the laws of the State of California, without regard to its principles of conflicts of law.

f. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

g. Section Headings. The section headings used in this Agreement are for reference only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement.

DATED as of the last date opposite the respective signatures below, but effective as of the Effective Date.

ASSIGNOR:
MONTEREY MOTORS, INC.

By: _____
Dwight Nelson
President

Dated: _____

ASSIGNEE
CAPPO MANAGEMENT LXXXVII

By: _____
Eric E. Berglands-Cappo
Secretary

Dated: _____

LESSOR:
TRANSPORTATION AGENCY FOR
MONTEREY COUNTY

By: _____
Todd A. Muck
Executive Director

Dated: _____

Approved as to Form and Legality

By: _____
Shane Ebon Strong
TAMC Counsel

Dated: _____

Memorandum

To: Board of Directors
From: Theresa Wright, Community Outreach Coordinator
Meeting Date: May 27, 2026
Subject: **TAMC Annual Report - PrintWork.Solutions Contract Amendment No 1 Ratification**

RECOMMENDED ACTION:

RATIFY action by the Executive Director to enter into an Amendment #1 to the agreement for services with PrintWork.Solutions for printing and mailing the Agency's annual report.

SUMMARY:

The competitively bid contract for printing the 2025 TAMC Annual Report increased due to a higher USPS mail count and a fuel surcharge. An additional \$1,200 is required, and this item seeks ratification of the amendment.

FINANCIAL IMPACT:

This amendment ratification adds \$1,200 to PrintWork.Solutions contract for printing and delivery services for the 2025 TAMC Annual Report. With this increase, the total contract amount will be \$51,899. These costs are covered by Measure X funds budgeted for the project.

DISCUSSION:

The TAMC Annual Report is a public outreach tool that the Agency has distributed since 2005. Each year the report has a theme which summarizes the Agency's accomplishments and future planning activities. Since the passage of Measure X, the Transportation Safety & Investment Plan and Retail Transaction and Use Ordinance 2016-01, the annual report serves as an additional layer of transparency for residents and businesses in Monterey County.

This transparency is an assurance to the public that the Transportation Agency, the County of Monterey, and the participating cities are consistent with the terms of the Ordinance and funding agreements. The TAMC Annual Report, which includes the Measure X Citizens Oversight Committee's Annual Report, is distributed by mail to Monterey County residents and used in other outreach efforts. It is also published on the Transportation Agency website.

The Transportation Agency for Monterey County 2025 Annual Report was designed by Waltz Creative, the Agency's on-call graphic designer. The designer's responsibilities also included the solicitation of three bids for a printer to print, bundle, and deliver the annual report for mail delivery to the San Jose Post office with the Transportation Agency's approval.

After reviewing the bids, the Transportation Agency contracted with PrintWork.Solutions to print, bundle and deliver the annual report for mailing. The original quote provided by PrintWork.Solutions for the mailing of the TAMC 2025 annual report stated the USPS residential mail count for Monterey

County residents was 159,440. However, as the report was being prepared for printing, USPS provided a new mail count of 159,700.

In addition, the shipping cost increased by \$250 due to a fuel surcharge related to global events that occurred after the original quote was submitted. In order to meet the printing and mailing schedule, the Executive Director finalized the Amendment #1 in advance of the Board meeting. This allowed the annual report to be delivered on time to Motnerey County residents and provide Printwork.Solutions with full payment for services. Therefore, this ratification provides the approval for additional funding in the amount of \$1,200 for the increased costs, which exceeds the \$50,699 approved by the TAMC Board of Directors on March 25, 2026, in the contract with PrintWork.Solutions for this project.

ATTACHMENTS:

1. Printworks.Solutions - Contract Amendment - signed

WEB ATTACHMENTS:

AMENDMENT # 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
KEVIN CARDONA dba PRINTWORK.SOLUTIONS

THIS AMENDMENT NO. 1 to the agreement dated April 1, 2026, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC," and Kevin Cordona dba PrintWork.Solutions, 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 1, 2026, hereinafter referred to as "Agreement;" and
- B. **WHEREAS**, after the original quote was provided and during the printing process, the U.S. Postal Service provided an updated residential mail count that increased the mailing-related costs, and the shipping costs increased due to a \$250 fuel surcharge attributable to global events;
- C. **WHEREAS**, TAMC and Consultant desire to amend the Agreement to increase the not-to-exceed amount by \$1,200 to cover the higher mailing and shipping costs and revise the scope of work to match the updated count of residential mail addresses;

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

1. SCOPE OF SERVICES

The Scope of Services attached to the Agreement as Exhibit A is hereby replaced with the Scope of Services attached hereto as Exhibit A-1 and shall be effective upon execution.

2. PAYMENTS TO CONSULTANT; MAXIMUM LIABILITY

Paragraph 2 of the Agreement is amended as follows:

Subject to the limitations set forth herein, TAMC shall pay to Consultant the amount provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: ~~Budget and shall not exceed the amount of Fifty Thousand and Six Hundred and Ninety-Nine Dollars (\$50,699).~~ Budget and shall not exceed the amount of

Fifty-One Thousand and Eight-Hundred and Ninety-Nine Dollars (\$51,899). 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), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.”

The Budget attached to the Agreement as Exhibit B is hereby replaced with the Budget attached hereto as Exhibit B-1 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. 1 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as ratified to the Agreement with Printwork.Solutions.

Kevin Cordona dba Printwork.Solutions

TAMC

By: Denise Cordona
Denise Cordona (May 15, 2026 16:37:02 PDT)
Denise Cordona
Owner

By: Todd Muck
Todd A. Muck
Executive Director

Dated: 05/15/26

Dated: 05/18/26

By: _____
Name:
Title:

Dated: _____

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

Shuntzy
TAMC Counsel

Dated: 05/14/26

EXHIBIT A-1: Scope of Work and Schedule

Project Title: Printing & Mailing Assistance for TAMC 2025 Annual

Report Consultant Project Manager: Theresa Wright

Scope of Work

The Transportation Agency for Monterey County (TAMC), Monterey County's Regional Transportation Planning Agency, is a state designated agency responsible for planning and financial programming of transportation projects. The Transportation Agency has a responsibility to provide information on its projects, plans and activities to the public, invite participation and foster public understanding of its function. One such tool used in this effort is the publication of Transportation Agency's Annual Report.

As directed by the Project Manager, the Consultant shall print 159,800 copies of the TAMC 2025 Annual Report using 80# recycled velvet book paper stock. The report is an 8 1/2" by 11" twenty-four-page (web press/combo book) flip book with 12 pages in English and 12 pages in Spanish annual report; using 80# velvet book, recycled paper stock, with satin coating throughout. The report also includes an adaptation for viewing on the TAMC website in both English and Spanish. Sales tax is not applicable since materials will be delivered electronically. Oversight and guidance on the preparation of the printing will be provided by Waltz Creative, with final approval by the Transportation Agency prior to delivery to Consultant for printing.

The consultant shall package and deliver 159,700 copies of the TAMC Annual Report to the US Postal Service in San Jose for delivery to Monterey County residents and business. The remaining 100 copies of the report will be delivered to TAMC at 55-B Plaza Circle, Salinas, CA 93901.

Project Deliverables and Schedule:

The deliverables and schedule for the printing of 159,800 copies of the TAMC Annual Report are the following:

- April 20, 2026 - Upon authorization from TAMC, Waltz Creative will provide the approved artwork for the Annual Report to PrintWorks.Solutions to begin the printing process.
- April 24, 2026- PrintWorks.Solutions will submit printing proof to Printwork.Solutions & TAMC.
- April 27, 2026 - TAMC will approve/correct the printing proof and give the authorization to print the annual report.
- May 4, 2026 - PrintWork.Solutions will package, bundle, and deliver 159,700 Annual Reports to the US Postal Office in San Jose, in a form and format suitable for mailing so that the reports will be sent to Monterey County residents by EDDD mailing the week of May 7 – May 11, 2026.
- May 4-May 7, 2026 - PrintWork.Solutions will deliver 100 copies of the annual report to TAMC at 55-B Plaza Circle, Salinas, CA 93901

EXHIBIT B-1: Budget

This contract is in a lump sum amount not-to-exceed Fifty-One Thousand and Eight Hundred and Ninety-Nine Dollars, (\$51, 899) for the printing/binding and mail prep/download of the documents for the Every Day Door Direct (EDDM) mailing and shipping to the San Jose Post Office of the 2025 TAMC Annual Report.












Printworks.Solutions - Contract Amendment

Final Audit Report

2026-05-18

Created:	2026-05-14
By:	Michael Zeller (mike@tamcmonterey.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIOS5PiAvh8AAqu0uE36e3TRNcdu3JEJR

"Printworks.Solutions - Contract Amendment" History

-  Document created by Michael Zeller (mike@tamcmonterey.org)
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-  Document emailed to Shane Strong (strongse1@countyofmonterey.gov) for signature
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-  Document emailed to Denise Cardona (dcardona@printworks.solutions) for signature
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-  Agreement completed.
2026-05-18 - 4:05:28 PM GMT

Memorandum

To: Board of Directors
From: Christina Watson, Director of Planning
Meeting Date: May 27, 2026
Subject: **Legislative Update**

RECOMMENDED ACTION:

Legislative update:

1. **RECEIVE** update on state and federal legislative issues;
2. **ADOPT** positions on legislation; and
3. **RATIFY** Executive Committee action to sign on to the Caltrans "California Federal Surface Transportation Reauthorization Principles."

SUMMARY:

This report provides an update on state and federal legislative issues. On May 6, 2026, the Executive Committee recommended Board positions on state legislation.

FINANCIAL IMPACT:

Proposed legislation could impact transportation funding availability. Coordinating with Caltrans on advocacy for federal transportation reauthorization may help to increase federal funding for transportation.

DISCUSSION:

Web attachment 1 is a draft bill list showing the recommended positions and relating to the adopted 2026 Legislative Program (**web attachment 2**). On May 6, the Executive Committee recommended the Board take the following positions on legislation:

- Assembly Bill (AB) 2184 (Wilson): Cap-and-Invest Program: nature-based climate solutions: funding - staff recommends a "support if amended" position on this bill due to concerns about the limited funds available in the Cap and Invest fund program.
- AB 2560 (Schultz): Climate Action Plan for Transportation Infrastructure (CAPTI): goals - staff recommends opposing this bill due to concerns about omission of the CAPTI statement about 'fix-it-first' and 'where feasible' and due to the statement that CAPTI is consistent with state law.
- Senate Bill (SB) 1087 Cabaldon: Transportation planning: sustainable communities strategies: transportation funding programs – the Executive Committee acted to take a "support if amended" position on this fast-moving bill so that Executive Director Muck could sign onto a Central Coast Coalition letter and asks the Board to ratify this action.

Attachment 1 is a federal legislative update; **web attachment 3** is the updated Caltrans consensus principles on the federal transportation reauthorization act. The Executive Committee recommended the Board approve signing on to the principles.

ATTACHMENTS:

1. Federal Legislative Update - May 2026

WEB ATTACHMENTS:

1. [State bill list](#)
2. [TAMC 2026 Legislative Program](#)
3. [California Federal Surface Transportation Reauthorization Principles](#)



Memorandum

To: TAMC Executive Committee

From: Christina Watson, Director of Planning

Date: April 23, 2026

Subject: Federal Legislative Update

Surface Transportation Reauthorization Update

Congress passes multi-year Surface Transportation Acts to fund America's public works, including roads, bridges, transit, and rail, providing states with long-term certainty for infrastructure planning and project delivery. The current version, the Infrastructure Investment and Jobs Act, expires on September 30, 2026. TAMC continues monitoring federal discussions on the upcoming Surface Transportation Reauthorization.

Caltrans has finalized the "[Caltrans Consensus Principles for Reauthorization of the Federal Transportation Act](#)", a list of shared priorities to guide California's position in the next federal transportation bill, based on input from partner agencies, including the California Transit Association.

Other News

On April 20, 2026, the United States Department of Transportation (US DOT) announced a [Notice of Funding Opportunity \(NOFO\) for the Consolidated Rail Infrastructure and Safety Improvements Program \(CRISI\) grant program](#); the deadline to apply is June 22, 2026. The total amount available nationwide is \$2 billion. The CRISI Program funds projects that improve railroad safety, efficiency, and reliability; mitigate congestion at both intercity passenger rail and freight rail chokepoints to support more efficient travel and goods movement; and enhance multi-modal connections.

On April 24, the US DOT announced a [NOFO for the Railroad Crossing Elimination \(RCE\) grant](#), now also called the "Crossing Safety" program. More than \$1.1 billion is available in this round and applications are due June 8, 2026. The RCE grant funds projects that improve safety and

mobility where roads and rail lines intersect, including grade separations, crossing improvements, and planning for such work.

On May 11, 2026, the Federal Transit Administration (FTA) announced approximately \$28.5 million in available funding for the Fiscal Year 2026 [Pilot Program for Transit-Oriented Development Planning Program](#). Applications are due July 10, 2026. The funding is intended to help local communities to integrate land use and transportation planning with a new fixed-guideway or core-capacity transit capital investment.

The [Trump Administration's Federal Fiscal Year \(FFY\) 2027 Presidential Budget Request](#), released on April 3, 2026, proposes \$26.6 billion for transportation, a \$1.6 billion (6.2%) increase over FFY 2026 enacted levels; most new funding is directed to highways and aviation, with steep reductions to public transportation and intercity passenger rail, including the elimination of funding for the Federal-State Partnership for Intercity Passenger Rail (FSP) Program and elimination of funding for High Speed Rail. In this proposal, public transit funding would be cut by 23% and rail funding would be cut by 82%. (See analysis from the American Public Transportation Association [here](#).) The President's budget request goes to Congress next, for deliberation by the House and Senate appropriations committees, which have 12 subcommittees that hold hearings and develop appropriations bills (or omnibus bills that combine multiple appropriations bills), that then go to the respective floors of the House and Senate, before going into reconciliation, before passage of the final bills that are then sent to the President for signature.

Memorandum

To: Board of Directors
From: Michael Zeller, Director of Programming & Project Delivery
Meeting Date: May 27, 2026
Subject: **State Route 156 Castroville Boulevard - Cooperative Agreement**

RECOMMENDED ACTION:

AUTHORIZE the Executive Director to enter into a Cooperative Agreement with Caltrans, pending legal counsel approval, for the construction phase of the State Route 156 / Castroville Boulevard Interchange project.

SUMMARY:

Caltrans requires a Cooperative Agreement with the Transportation Agency to complete the construction phase of the State Route 156 / Castroville Boulevard Interchange project. The Cooperative Agreement outlines the duties of Caltrans and of TAMC in order to complete construction.

FINANCIAL IMPACT:

Approval of this Cooperative Agreement establishes the funding responsibilities for the portion of the State Route 156/Castroville Boulevard Interchange Project funded by TAMC, as part of the overall project cost of approximately \$133.6 million. The agreement specifically covers TAMC's contribution of state and local matching funds toward the construction phase, while Caltrans administers all construction expenditures. TAMC's share includes significant local funding sources, including approximately \$10.4 million in Measure X revenues and \$5.0 million in developer fees, in addition to Senate Bill 1 Trade Corridor Enhancement Program and Local Partnership Program funds. These local funds are critical to leveraging state and federal funding sources and advancing the project to construction. No additional funding is required at this time; however, TAMC and Caltrans are responsible for securing any additional funds proportionally if project costs exceed current estimates.

DISCUSSION:

The State Route 156/Castroville Boulevard Interchange Project will replace the existing at-grade, signalized intersection with a new grade-separated interchange, including roundabouts and multimodal improvements, to enhance safety, reduce congestion, and improve traffic flow along this critical corridor in North Monterey County. This location currently experiences significant congestion due to a combination of commuter, agricultural, and visitor traffic, and the project is a key first phase of broader corridor improvements intended to modernize State Route 156 and improve regional mobility.

The project has completed environmental clearance and is now in the final design and right-of-way phases, with Caltrans advancing plans, specifications, and estimates while working toward right-of-way certification. Current efforts are focused on completing property acquisitions, utility coordination, and final design activities necessary to achieve "Ready-to-List" status for construction.

The next major milestone is securing construction funding allocation from the California Transportation Commission, which is currently targeted for the June 2026 CTC meeting. This milestone is dependent on achieving right-of-way certification and meeting all project readiness requirements. Following allocation, the project is anticipated to be ready for construction beginning in late fall 2026.

Execution of this Cooperative Agreement is a critical step to enable Caltrans to proceed as the construction implementing agency and to ensure the project can advance to construction once allocation is secured, maintaining schedule and funding commitments for this long-planned regional improvement.

ATTACHMENTS:

1. TAMC - CT - SR 156 Castroville Blvd - Coop Agreement

WEB ATTACHMENTS:

COOPERATIVE AGREEMENT COVER SHEET

Work Description

CONSTRUCT A NEW INTERCHANGE AT CASTROVILLE BOULEVARD AND HIGHWAY 156 IN MONTEREY COUNTY, FROM PM R1.4 TO PM 1.6

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Chad Stoehr, Project Manager
50 Higuera St.
San Luis Obispo, CA 93401
Office Phone: (805) 550-0713
Mobile Phone: (805) 550-0713
Email: chad.stoehr@dot.ca.gov

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Todd Muck, Executive Director
55-B Plaza Circle
Salinas, CA 93901
Office Phone: (831) 775-0903
Mobile Phone: (831) 775-0903
Email: todd@tamcmonterey.org

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COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Transportation Agency for Monterey County, a public corporation/entity, referred to hereinafter as TAMC.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *construct a new interchange at Castroville Boulevard and Highway 156 in Monterey County, from PM R1.4 to PM 1.6*, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents.
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:

- CALTRANS completed the Project Initiation Document (PID) on February 24, 2006.
- CALTRANS approved the Environmental Impact Report (EIR) on January 31, 2013.
- CALTRANS approved the Finding of No Significant Impact (FONSI) on January 31, 2013.
- CALTRANS completed the Supplemental Project Report on May 18, 2021.

6. CALTRANS is developing the Plans, Specifications, and Estimate (PS&E). CALTRANS is developing the Right-of-Way Certification (Cooperative Agreement No. 05-0385). In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CALTRANS and TAMC will co-SPONSOR the WORK included in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CALTRANS is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

12. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

13. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

14. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

15. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

16. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CEQA/NEPA Lead Agency

17. CALTRANS is the CEQA Lead Agency for the PROJECT.

18. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

- 19. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.

- 20. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

- 21. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
401 Regional Water Quality Control Board
404 US Army Corps of Engineers
National Pollutant Discharge Elimination System (NPDES)/State Water Resources Control Board
Coastal Development Permit/California Coastal Commission
1602 California Department of Fish & Wildlife
2080.1 California Department of Fish & Wildlife
Federal Endangered Species Act Consultation

CONSTRUCTION

- 22. As the CONSTRUCTION IMPLEMENTING AGENCY, CALTRANS is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

- 23. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

24. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
25. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) working days, the IMPLEMENTING AGENCY will not award the construction contract.
26. CALTRANS will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over \$100,000.
27. TAMC will coordinate with CALTRANS to facilitate all necessary maintenance agreements will be executed and/or amended between the local agency with land-use jurisdiction and CALTRANS.
28. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.
29. Upon WORK completion, ownership and title to all materials and equipment constructed or installed for the operation and/or maintenance of the State Highway System (SHS) within the SHS right-of-way as part of the WORK become the property of CALTRANS, except:
 - local roads connected to interchange will become the property of Monterey County
 - drainage facilities and portions of the overcrossing will become the property of Monterey County

Schedule

30. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements,

construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

31. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written quarterly progress reports during the completion of the WORK.

Additional Provisions

Standards

32. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual
- Encroachment Permits Manual

Qualifications

33. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Encroachment Permits

34. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

35. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

36. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

37. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

38. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

39. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify all other PARTIES.

40. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds committed in this AGREEMENT.

41. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. TAMC, in cooperation with CALTRANS and the local agency having land use jurisdiction, will facilitate that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds committed in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

42. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

TAMC and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and TAMC each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. TAMC will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

43. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

44. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
45. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
46. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

47. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
48. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

49. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and TAMC will have access to all WORK-related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

50. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
51. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

52. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgments and Settlements

53. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
54. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
55. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

56. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

Road Repair and Accountability Act of 2017 (SB 1)

57. PARTIES agree to adhere the following:
 - The requirements of Senate Bill 1 (SB1), also known as the Road Repair and Accountability Act of 2017 (Beall, Chapter 5, Statutes of 2017).
 - The California Transportation Commission (CTC) SB1 Accountability and Transparency Guidelines adopted for each SB1 fund type.
 - The SB1 procedures and policies established by CALTRANS.
58. In those instances where PARTIES have signed a PROJECT scope, cost, and schedule and benefit baseline data agreement (BASELINE AGREEMENT), PARTIES agree to abide by the terms and conditions of that PROJECT BASELINE AGREEMENT. The PROJECT BASELINE AGREEMENT is attached to and made a part of this AGREEMENT, by reference.

59. Notwithstanding anything to the contrary in this AGREEMENT, PARTIES are not permitted to make changes to the scope, cost, schedule or benefits of the PROJECT, unless approved by CTC.

GENERAL CONDITIONS

60. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

61. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

62. All CALTRANS' obligations and commitments and TAMC's obligations and commitments related to the provision of State funds under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

63. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by TAMC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon TAMC under this AGREEMENT. It is understood and agreed that TAMC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by

reason of anything done or omitted to be done by TAMC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

64. Neither TAMC nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless TAMC and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

65. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
66. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

67. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

68. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

69. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

70. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level, which if executed would follow the process described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Director of TAMC will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

71. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

72. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter

8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

FUNDING SUMMARY

FUNDING TABLE					
<u>IMPLEMENTING AGENCY:</u>			<u>CALTRANS</u>		
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	CALTRANS	TCEP -Regional	9,100,000	39,100,000	48,200,000
STATE	TAMC	LPP -Competitive	0	10,300,000	10,300,000
STATE	TAMC	LPP-Formulaic	0	1,568,000	1,568,000
LOCAL	TAMC	Local	0	15,389,000*	15,389,000
Totals			9,100,000	66,357,000	75,457,000

*\$5,678,000 of these Local funds will be programmed on two child projects for Landscape Planting and Biological Monitoring

SPENDING TABLE			
	CONST. SUPPORT	CONST. CAPITAL	
Fund Type	<u>CALTRANS</u>	<u>CALTRANS</u>	Totals
TCEP -Regional	9,100,000	39,100,000	48,200,000
LPP -Competitive	0	10,300,000	10,300,000

LPP-Formulaic	0	1,568,000	1,568,000
Local	0	15,389,000*	15,389,000
Totals	9,100,000	66,357,000	75,457,000

*\$5,678,000 of these Local funds will be programmed on two child projects for Landscape Planting and Biological Monitoring

Funding

73. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

74. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

75. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California law, the Administration Rate is capped at 10 percent for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

76. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that will change the federal share of funds.

77. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

Invoicing and Payment

78. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, TAMC will pay invoices within five (5) calendar days of receipt of invoice.
79. If TAMC has received EFT certification from CALTRANS then TAMC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
80. CALTRANS will draw from state and federal funds that are provided by TAMC without invoicing TAMC when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
81. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Construction Support

82. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

Construction Capital

83. CALTRANS will invoice TAMC for a \$237,500 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and TAMC will reimburse for actual costs incurred and paid.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION**

Lai Saephan
HQ Accounting Supervisor

Scott Eades
District Director

HQ Legal Representative
HQ Legal Rep Title

Verification of Funds and Authority:

Hannah Ferguson
Project Control Manager

Certified as to financial terms and policies:

**TRANSPORTATION AGENCY FOR
MONTEREY COUNTY**

Todd Muck
Executive Director

Attest:

Mike Zeller
Director of Programming and Project
Delivery

name TBD
Title TBD

Memorandum

To: Board of Directors
From: Janneke Strause, Senior Transportation Planner
Meeting Date: May 27, 2026
Subject: **FORTAG Final EIR Addendum #5 - California Avenue Segment**

RECOMMENDED ACTION:

ADOPT the Fifth Addendum to the Final Environmental Impact Report for the Fort Ord Regional Trail and Greenway project.

SUMMARY:

The California Avenue segment of the Fort Ord Regional Trail and Greenway project is currently in final design. During this process, it was determined a relocated chain link fence fell slightly outside the certified Environmental Impact Report's Area of Potential Effect. This fifth addendum addresses those areas to study the potential impacts.

FINANCIAL IMPACT:

The cost of the Addendum is included in the original contract for the FORTAG California Avenue Segment Final Design and Right of Way. The FORTAG California Avenue segment, between Patton Parkway and Imjin Road in the City of Marina, received a \$8.4 million Active Transportation Program grant matched with \$2 million in Measure X.

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 (CSUMB), the Fort Ord National Monument, and the Monterey Bay Sanctuary Scenic Trail. The Final Environmental Impact Report (EIR) for the proposed 28-mile paved trail was certified by the Transportation Agency Board on March 25, 2020.

The California Avenue Segment of the FORTAG Project has been awarded funding through the Active Transportation Program (ATP). This segment will provide a 1.4-mile multi-use trail in Marina adjacent to California Avenue from Patton Parkway to 5th Ave./8th St. where it heads north through open space and connects to the future Jerry Smith Trailhead segment of FORTAG at Imjin Road (see **attached** map). The trail will be 12 feet wide and paved, with 2-foot unpaved shoulders on each side. Safety improvements include Americans with Disabilities Act (ADA) compliant grading, Rectangular Rapid Flashing Beacons (RRFBs), Pedestrian Hybrid Beacons, and enhanced crosswalks.

The purpose of this segment is to provide active transportation access between Marina

neighborhoods and CSUMB, connections to existing Class 1 bike paths on 9th St. and Imjin Parkway, and a connection to the future FORTAG Jerry Smith Trailhead segment connecting to the Bureau of Land Management's Fort Ord National Monument. The project is currently at 100% final design, with construction funding programmed for 2026.

Under the California Environmental Quality Act (CEQA), an EIR Addendum is a document prepared when minor changes to a previously approved project do not result in new or more severe environmental impacts. According to CEQA Guidelines Section 15164, an Addendum is appropriate when:

- No new significant environmental effects are introduced.
- No substantial increase in the severity of previously identified impacts occurs.
- No new feasible mitigation measures or alternatives are required.

An Addendum does not require public circulation but must be considered by the decision-making body prior to project approval.

The Addendum (**web attachment**) evaluates minor project modifications involving the relocation of short segments of chain link fencing adjacent to California Avenue between Patton Parkway and Imjin Parkway. Previously certified environmental documentation evaluated the existing fencing at a conceptual level but did not identify the specific areas in which the fencing would be relocated. The precise fence relocation details were subsequently refined and determined during the design review process conducted in Spring 2026. The Addendum concludes that:

- No new or more severe environmental impacts would result from the Modified Project.
- All previously adopted mitigation measures from the certified 2020 Final EIR remain applicable.
- No new mitigation measures or alternatives are required.
- The Modified Project is consistent with CEQA Guidelines Section 15164 and does not trigger the need for a subsequent EIR.

Environmental topics reviewed include biological resources, cultural resources, and tribal cultural resources. The Modified Project would not result in any new or more substantial construction, project-level, or cumulative impacts compared to those identified in the certified Final EIR and Fourth EIR Addendum. Accordingly, the conclusions reached in the previously certified environmental documentation remain valid, and further analysis is not warranted for the other environmental topics that would not be affected by the revised fence location, including aesthetics, air quality, hydrology, transportation, or wildfire risk. In all cases, the Addendum finds that the Modified Project would not result in impacts beyond those already analyzed and mitigated in the certified EIR.

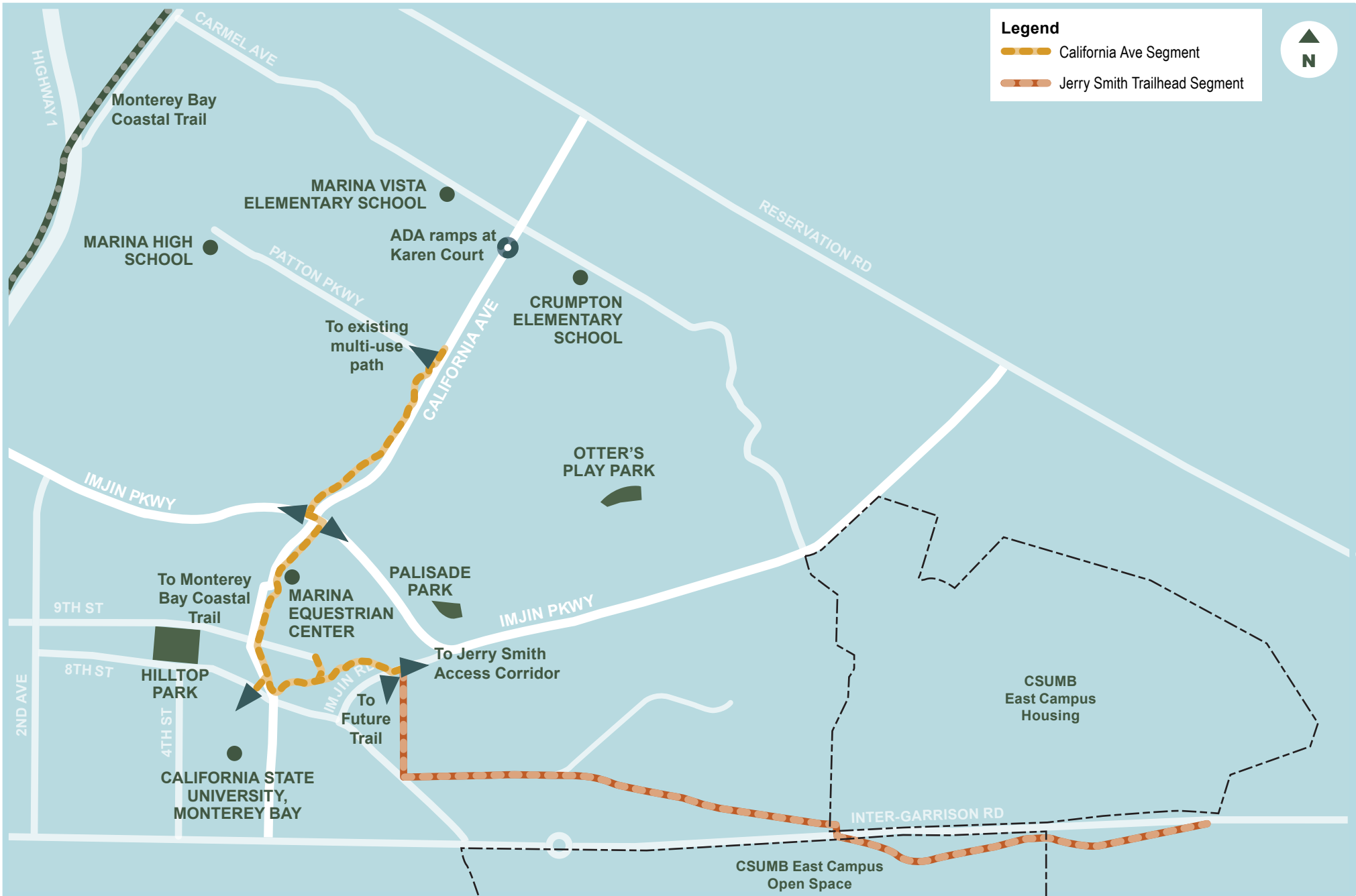
Upon approval of the Addendum, TAMC staff will continue coordination with the City of Marina to finalize design and prepare for construction. TAMC staff aims to request the allocation of construction funds at the January 2027 California Transportation Commission meeting. The Addendum will be included in the project's environmental record and used to support permitting applications.

ATTACHMENTS:

1. FORTAG CA Ave Trail

WEB ATTACHMENTS:

- [FORTAG California Avenue Final EIR Addendum #5](#)



Memorandum

To: Board of Directors
From: Sophia Linnevers, Transportation Planner
Meeting Date: May 27, 2026
Subject: **FORTAG Jerry Smith Trailhead ITP - Rincon Consultants, Inc. Contract**

RECOMMENDED ACTION:**FORTAG Jerry Smith Trailhead - Incidental Take Permit Consultant Contract:**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute a contract with Rincon Consultants, Inc, subject to approval by Agency Counsel, in an amount not to exceed \$65,000 to provide California Department of Fish and Wildlife (CDFW) Incidental Take Permit (ITP) application preparation services for the Jerry Smith Trailhead segment of the Fort Ord Regional Trail and Greenway (FORTAG) project, for the period ending June 30, 2029;
2. **APPROVE** the use of Measure X funds budgeted for this project;
3. **FIND** that this contract is justified as a sole source due to the efficiencies that support award to the consultant due to their expertise in the project area and work on ITPs for prior FORTAG segments; and
4. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract amount or term.

SUMMARY:

Approval of a contract with Rincon Consultants, Inc. will support preparation of an Incidental Take Permit (ITP) required for the Jerry Smith Trailhead segment of the FORTAG project. The ITP is necessary to address potential impacts to state-listed species and allow the project to advance to construction. Rincon's prior work on FORTAG environmental documentation and adjacent segment permitting will help ensure an efficient and coordinated process.

FINANCIAL IMPACT:

This contract would be funded from Measure X funds that are budgeted to the FORTAG project for the amount not exceed \$65,000.

DISCUSSION:

The Fort Ord Regional Trail & Greenway (FORTAG) is a planned multimodal corridor designed to safely accommodate people of all ages and abilities. The project will connect communities throughout the former Fort Ord area to key destinations such as California State University Monterey Bay (CSUMB), the Fort Ord National Monument, and the Monterey Bay Sanctuary Scenic Trail.

The Jerry Smith Trailhead segment, located in the City of Marina, has been awarded Federal Highway Administration (FHWA) Federal Lands Access Program (FLAP) funding. This segment will

construct approximately 2.25 miles of multi-use trail connecting Imjin Parkway/Imjin Road to the Jerry Smith Trailhead, providing a direct and safe bicycle and pedestrian route to the Fort Ord National Monument for CSUMB students, faculty, and nearby residents.

Because the project area includes habitat for species protected under the California Endangered Species Act (CESA), the project must obtain an Incidental Take Permit (ITP) from the California Department of Fish and Wildlife (CDFW) prior to construction. An ITP is required when a project has the potential to result in the “take” of a listed species, even when impacts are minimized. The permit process ensures that impacts are fully analyzed, avoided and minimized to the extent feasible, and mitigated through measures such as habitat conservation, monitoring, and restoration. Securing this permit is therefore a critical path item for the project, as construction cannot proceed without CDFW approval.

Rincon Consultants, Inc. is uniquely qualified to prepare the ITP application for this segment. Rincon previously prepared the program-level Environmental Impact Report (EIR) for the FORTAG system and successfully completed the ITP for the adjacent California Avenue segment. Their familiarity with site conditions, regulatory requirements, and the ecological resources in the Fort Ord area allows them to efficiently build on prior technical work, reducing both cost and schedule risk. For these reasons, staff determined that a sole-source contract is justified and in the best interest of the project.

Overall, approval of this contract will support timely advancement of the Jerry Smith Trailhead segment by ensuring compliance with state environmental regulations and maintaining progress toward construction.

ATTACHMENTS:

1. Rincon - Jerry Smith Trailhead ITP - Agreement for Services

WEB ATTACHMENTS:

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND RINCON CONSULTANTS, INC.
AGREEMENT FOR PROFESSIONAL SERVICES
RELATED TO FORTAG- JERRY SMITH TRAILHEAD
APPROVED BY THE TAMC BOARD ON: May 27, 2026**

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and Rincon Consultants, Inc. a California "S" corporation, 80 Garden Court, Suite 240 Monterey, CA 93940, hereinafter called "Consultant".

The parties agree as follows:

1. Term of Agreement. The term of this Agreement shall begin upon June 1, 2026, contingent upon approval by the TAMC Board, and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 35. Unless earlier terminated as provided herein, this Agreement shall remain in force until June 30, 2029. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.
2. Payments to Consultant; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable or services outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of Sixty-five Thousand Dollars (\$65,000). If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work and Schedule) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.
3. Employment of Consultant. TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A: Scope of Work and Schedule, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A: Scope of Work and Schedule.

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

Fort Ord Regional Trail and Greenway (FORTAG) Jerry Smith Project Incidental Take Permitting Support

(b) Consultant represents that Consultant and its agents, subconsultants and employees performing work hereunder are specially trained, experienced, competent, and

appropriately licensed to perform the work and deliver the services required by this Agreement.

- (c) Consultant, its agents, subconsultants, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements. Consultant shall ensure for itself and for any subconsultants under this Agreement that the applicable requirements of Labor Code Section 1725.5, concerning the registration of contractors for public works, shall be in force and maintained for the term of this Agreement.
- (d) Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant shall not use TAMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
- (e) Consultant's project manager shall be specified in Exhibit A. If Consultant desires to change the project manager, Consultant shall get written approval from the TAMC Executive Director of the new project manager.
- (f) Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the TAMC Project Manager: to determine if Consultant is performing to expectations and if the work is on schedule; to communicate interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- (g) Consultant's Project Manager shall meet with TAMC's Project Manager, as needed, to discuss progress on the contract.

4. Payment Provisions and Allowable Costs:

- (a) The following Standard Payment Provisions apply to all contracts, regardless of the Method of Payment specified in Paragraph (b):
 - i. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
 - ii. Reimbursement for travel costs, if eligible under the Method of Payment as specified below, shall not exceed the Short-Term Travel Lodging Rates and Requirements

listed on the Caltrans website, according to the Code of Regulations (CCR), Administrative Code, Title 2. Reimbursement for meal costs requires itemized receipts from a commercial establishment (e.g., a restaurant, café, diner, or grocery store/market) that caters to the general public. Itemized receipts shall include the name and address of the establishment, date and time of purchase, and the items purchased, including any beverages and tips (Note that TAMC will not reimburse any alcoholic beverages).

- iii. When milestone or task-by-task cost estimates are included in the Budget, Consultant shall seek approval from the TAMC Project Manager prior to any adjustment to compensation across work tasks. If TAMC determines that a change to the Scope of Work and Schedule is required, such changes shall be approved and documented in writing by the TAMC Project Manager.
- iv. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If Consultant fails to submit the required deliverable items according to the schedule set forth in Exhibit A: Scope of Work and Schedule (or task order, as applicable), TAMC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Paragraph 7, Termination.
- v. Invoices shall be mailed and/or emailed to TAMC's Finance Department, specified in Paragraph 35 (Contract Administrators), at the address contained in Paragraph 36 (Notices), accountspayable@tamcmonterey.org. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone or task. Invoices shall follow the format stipulated in Exhibit B: Budget and the Invoice Cover Sheet Format attached hereto as Exhibit C and shall reference this Agreement's project title as specified in Section 3, and the Task Order title, if applicable. Consultant will be reimbursed as promptly as fiscal procedures will permit, upon receipt by TAMC's Finance Department of itemized invoices.
- vi. The final invoice must contain the final cost and all credits due TAMC including any equipment purchased under the provisions of Paragraph 29 (Equipment, Supplies or Consultant Services Purchases) of this Agreement and shall be submitted within 60 calendar days after completion of Consultant's work under this agreement, or a given Task Order, as applicable.
- vii. No additional compensation will be paid to Consultant unless there is a change in the scope of the work. Changes in the scope of work that do not increase

compensation may be approved by the TAMC Project Manager. Changes in the scope of work that would increase compensation must be authorized by an amendment to this Agreement approved by the TAMC Board of Directors.

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

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

Lump Sum provisions:

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

5. Retention of Funds.

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

or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE consultants and subconsultants.

6. Termination.

- (a) TAMC reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.
- (b) TAMC may also terminate this Agreement at any time for good cause effective immediately upon written notice to Consultant. "Good cause" includes, without limitation, the failure of Consultant to perform the required services at the time and in the manner provided herein, as well as failure to comply with the provisions of Paragraphs 13 (Retention of Records/Audits) and 14 (Audit Review Procedures), relating to audits, below. Notwithstanding TAMC's right to terminate for good cause effective immediately upon written notice thereof, TAMC shall provide prior notice to Consultant of any ground for termination then being considered, and also provide Consultant with a good faith opportunity to avoid termination, as reasonably determined by TAMC in its absolute discretion. If TAMC terminates this Agreement for good cause, TAMC may be relieved of the payment of any consideration to Consultant, and TAMC may proceed with the work in any manner, which it deems proper. Costs incurred by TAMC thereby shall be deducted from any sum otherwise due Consultant.
- (c) The maximum amount for which TAMC shall be liable if this Agreement is terminated is zero (0) dollars.
- (d) It is also mutually understood between TAMC and Consultant that this Agreement may have been written before ascertaining the availability of funds, or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to TAMC for the purpose of this Agreement. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. TAMC retains the right to direct Consultant immediately to stop work and to terminate this Agreement for convenience, pursuant to Paragraph 7(a) above, in order to address any reduction of funds.
- (e) Termination of this Agreement shall not terminate Consultant's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 8 (Indemnification) and 21 (Independent Contractor).

7. Cost Principles and Administrative Requirements.

- (a) Consultant agrees that the contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.000 *et seq.*, Federal Acquisition Regulations System, shall be used to determine the cost allowability of individual items.
- (b) Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.
- (c) Any costs for which payment has been made to Consultant under this Agreement that are determined by subsequent audit to be unallowable under 2 CFR Part 200 are subject to repayment by Consultant to TAMC.
- (d) Consultants and subconsultants shall maintain accounting systems related to the work to be performed pursuant to this Agreement that conform to Generally Accepted Accounting Principles (GAAP).
- (e) All subcontracts in excess of \$25,000 shall contain the above provisions.

8. Indemnification.

- (a) To the fullest extent permitted by law, including California Civil Code Sections 2782 and 2782.6, Consultant shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its officers, agents, and employees, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subconsultants), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify TAMC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of TAMC, its officers, agents, and employees. To the extent there is an obligation to indemnify under this Paragraph, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

- (b) Notwithstanding any other provision of this Agreement, Consultant's obligation to defend, indemnify and hold harmless TAMC shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to the Consultant's performance pursuant to the Agreement.

9. Insurance.

- (a) Without limiting Consultant's duty to indemnify as set forth in this Agreement, Consultant shall maintain, at no additional cost to TAMC, throughout the term of this Agreement a policy or policies of insurance with the following coverage and minimum limits of liability:
- Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.
 - Professional liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims made" basis rather than an "occurrence" basis, Consultant shall, upon the expiration or termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the surviving term of Consultant's obligation to defend, indemnify and hold harmless TAMC as set for in Paragraph 9 (Indemnification).
 - Comprehensive automobile insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- (b) All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Unless otherwise provided in this Agreement, all such insurance shall be written on an occurrence basis; or, if any policy cannot be written on an occurrence basis, such policy shall continue in effect for a period of two years following the date of Consultant's completion of performance hereunder.
- (c) Each policy of insurance required under this Agreement shall provide that TAMC shall be given written notice at least thirty days in advance of any change, cancellation or non-renewal thereof. Each policy shall provide identical coverage for each subconsultant

performing work under this Agreement or be accompanied by a certificate of insurance for each subconsultant showing identical insurance coverage.

- (d) Commercial general liability and automobile liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by Consultant's insurance.
- (e) TAMC shall not be responsible for any premiums or assessments on the policy.

10. Workers' Compensation Insurance. If during the performance of this Agreement, Consultant employs one or more employees, then Consultant shall maintain a workers' compensation plan covering all of its employees as required by Labor Code Section 3700, either (a) through workers' compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of One Million Dollars (\$1,000,000) per occurrence for employer's liability, or (b) through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If Consultant elects to be self-insured, the certificate of insurance otherwise required by this Agreement shall be replaced with consent to self-insure issued by the State Director of Industrial Relations. The provisions of this paragraph apply to any subconsultant employing one or more employees, and Consultant shall be responsible for all subconsultants' compliance herewith.

11. Safety Provisions.

- (a) Consultant shall comply with Division of Occupational Safety and Health (CAL-OSHA) regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by TAMC Safety Officer and other TAMC representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on a construction project site.
- (b) If applicable to work to be performed by Consultant identified in the Scope of Work (Exhibit A), and pursuant to the authority contained in Section 591 of the Vehicle Code, TAMC has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- (c) Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- (d) Consultant must have a CAL-OSHA permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

12. Certificate of Insurance and Taxpayer Identification. Prior to the execution of this Agreement by TAMC, Consultant shall submit a completed federal W-9 form, Request for Taxpayer Identification Number and Certification, and file certificates of insurance with TAMC's Finance Department evidencing that Consultant has in effect the insurance required by this Agreement. Consultant shall file a new or amended certificate promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify any indemnification provision of this Agreement.

13. Retention of Records/Audit.

- (a) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and TAMC shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Documents not delivered to TAMC or prepared by subconsultants or by any other party not subject to this Agreement, shall remain the property of the person or entity that prepared them.

- (b) Subcontracts in excess of \$25,000 shall contain this provision.

14. Audit Review Procedures.

- (a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by TAMC'S Finance Department.
 - (b) Not later than 30 days after issuance of the final audit report, Consultant may request a review by TAMC'S Finance Department of unresolved audit issues. The request for review will be submitted in writing.
 - (c) Neither the pendency of a dispute nor its consideration by TAMC will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
15. Inspection of Work. Consultant and any subconsultant shall permit TAMC, the State, and the FHWA (if federal participating funds are used in this Agreement) to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.
16. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subconsultants shall comply with all federal, State and local laws providing for the confidentiality of records and other information. Consultant shall not disclose any confidential information received from TAMC or prepared in connection with the performance of this Agreement without the express permission of TAMC. Consultant shall promptly transmit to TAMC all requests for disclosure of any such confidential information. Consultant shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out Consultant's obligations hereunder. When this Agreement expires or terminates, Consultant shall return to TAMC all records, which Consultant utilized or received from TAMC to perform services under this Agreement.
17. Amendments and Modifications. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.
18. Statement of Compliance/Non-Discrimination.
- (a) Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
 - (b) During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical

disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

19. Harassment. TAMC maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.

20. ADA Access.

- a) TAMC is committed to accessibility, including California State Web Content Accessibility Guidelines and Federal law and regulations related to the Americans with Disabilities Act. Consultant shall review and follow TAMC's adopted ADA Best Practices for Documents and Outreach with regard to conducting public outreach, developing outreach materials, and producing public documents and content for TAMC and its website.
- b) Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONSULTANT provides to TAMC under this Agreement. CONSULTANT shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONSULTANT bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONSULTANT shall defend and indemnify TAMC against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website:
<https://webstandards.ca.gov/accessibility/>.

21. Independent Contractor. In its performance under this Agreement, Consultant is at all times acting and performing as an independent contractor and not as an employee of TAMC or any of its member jurisdictions. No offer or obligation of employment is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive any form of benefits accorded to employees including without limitation leave time, health insurance, workers' compensation coverage, disability benefits, and retirement contributions. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of Consultant's performance of this Agreement. In connection therewith, Consultant shall defend, indemnify, and hold harmless TAMC from any and all liability, which TAMC may incur because of Consultant's failure to make such payments.

22. Delegation of Duties; Subcontracting.

- (a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between TAMC and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to TAMC for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from TAMC'S obligation to make payments to the Consultant.

- (b) Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by TAMC's Executive Director, except that, which is expressly identified in the approved Budget/Cost Proposal.
- (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- (d) Any substitution of subconsultant(s) must be approved in writing by TAMC's Executive Director prior to the start of work by the subconsultant(s).
- (e) Any work performed by a subconsultant shall be done in conformance with this Agreement, and TAMC shall pay Consultant for the work but not for any markup, including subcontract management, supervisions, administrative and other expenses, or reimbursable costs.

23. Ownership of Data.

- (a) Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in TAMC; and no further agreement will be necessary to transfer ownership to TAMC. Consultant shall furnish TAMC all necessary copies of data needed to complete the review and approval process.
- (b) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the connection with the project for which this Agreement has been entered into.
- (c) Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by TAMC of the machine-readable information and data provided by Consultant under this Agreement; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by TAMC of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Consultant.
- (d) Applicable patent rights provisions regarding rights to inventions shall be included in the Agreements as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- (e) TAMC may permit copywriting reports or other agreement products. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to

reproduce, publish or otherwise use the data, and may authorize others to use the work for government purposes.

- (f) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

24. Confidentiality of Data.

- (a) All financial, statistical, personal, technical, or other data and information relative to TAMC's operations, which are designated confidential by TAMC and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.
- (b) Permission to disclose information on one occasion, or public hearing held by TAMC relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- (c) Consultant shall not comment publicly to the press or any other media regarding the Agreement or TAMC's actions on the same, except to TAMC's staff, Consultant's own personnel involved in the performance of this Agreement, and at public hearings or in response to questions from a Legislative committee.
- (d) Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by TAMC, and receipt of TAMC'S written permission.
- (e) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

25. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which TAMC is the grantee, Consultant shall comply with all provisions of such grant applicable to Consultant's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

26. Use of United States –flag Vessels. If this Agreement relates to a federally funded construction contract, the Consultant agrees:

- (a) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this

Agreement, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) of this section to both the TAMC Project Manager (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

27. Prevailing Wages.

- (a) Consultant shall comply with all prevailing wage requirements, including California Labor Code Section 1770, et seq., and any Federal or local laws or ordinances, that may be applicable to the work to be performed pursuant to this Agreement.
- (b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works, shall contain all the provisions of this Paragraph.
- (c) When prevailing wages may apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination found on the DIR website.

28. Equipment, Supplies or Consultant Services Purchases.

- (a) Prior authorization in writing by TAMC's Project Manager shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000) for supplies, equipment, or unbudgeted Consultant services. Consultant shall provide an evaluation of desirability of incurring such costs.
- (b) For purchase of any items, service or consulting work not covered in Consultant's Cost Proposal and exceeding Five Thousand Dollars (\$5,000), prior authorization is required by TAMC's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- (c) Any equipment purchased as a result of this Agreement is subject to the following:

- i. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of Five Thousand Dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TAMC shall receive a proper refund or credit for such equipment at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit TAMC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TAMC procedures for such sales and then credit TAMC in an amount equal to that sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from and appraiser mutually acceptable to TAMC and Consultant; if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TAMC.
 - ii. Consultant acknowledges that, if federal funds are used in this Agreement, 49 CFR, Part 1201 requires a credit to Federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000) is credited to the project for which this Agreement was entered into.
- (d) Consultant shall include these provisions into any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000).

29. Conflict of Interest.

- (a) Consultant shall disclose any financial, business, or other relationship with TAMC that may have an impact upon the outcome of this Agreement, or any ensuing TAMC construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing TAMC construction project, which will follow.
- (b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

30. Governing Laws. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
31. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
32. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
33. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
34. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
35. Contract Administrators. Consultant's designated principal responsible for administering Consultant's work under this Agreement shall be listed in Exhibit A; TAMC's designated administrator of this Agreement shall be Todd A. Muck, Executive Director. TAMC's Project Manager under this Agreement shall be Sophia Linnevers.
36. Notices. Notices required under this Agreement shall be delivered personally or by e-mail or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or email-receipt, or on the third day after deposit with the U.S. Postal Service. Consultant shall give TAMC prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To TAMC:
Todd A. Muck
Executive Director

To Rincon Consultants, Inc:
Richard Daulton
Executive Vice President

55-B Plaza Circle
Salinas, CA 93901
Tel: 831-775-0903
Fax: 831-775-0897

Email: todd@tamcmonterey.org

80 Garden Court, Suite 240
Monterey, CA 93940

Tel: 831-333-0310

Fax: n/a

Email: rdaulton@rinconconsultants.com

Billing email: accountspayable@tamcmonterey.org

Billing Contact:

Claire Stuth

805-730-0153

cstuth@rinconconsultants.com

37. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
38. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
39. Debarment and Suspension Certification.
- (a) Consultant's signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement)," which certifies that Consultant or any person associated with Consultant in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TAMC.
- (b) Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

- (c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

40. Rebates, Kickbacks or Other Unlawful Consideration Prohibited. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any TAMC employee. TAMC shall have the right, in its sole and absolute discretion to do any of the following for breach or violation of this warranty: to terminate the Agreement without liability; to pay for the value of the work actually performed; or to deduct from the compensation to be paid under this Agreement (or otherwise recover) the full amount of any such rebate, kickback or unlawful consideration.

41. Prohibition of Expending Local Agency, State or Federal Funds for Lobbying.

- (a) Consultant certifies to the best of his, her or its knowledge and belief that:

- i. No State, Federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the State Legislature or United States Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract; in connection with the making of any State or Federal grant; in connection with the making of any State or Federal loan; in connection with the entering into of any cooperative agreement, and in connection with the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress; or an employee of a Member of Congress, in connection with this contract, grant, loan or cooperative agreement, then Consultant shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Consultant acknowledges that any person who fails to file the required certification shall be

subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for such failure.

- (c) By signing this Agreement, Consultant also agrees that Consultant will require that the language of this certification will be included in all lower-tier subcontracts which exceed One Hundred Thousand Dollars (\$100,000), and that all recipients of such subcontracts shall certify and disclose accordingly.

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

- Exhibit A – Scope of Work and Schedule
- Exhibit B – Budget
- Exhibit C – Invoice Cover Sheet Format
- Exhibit D – ADA Best Practices for Documents and Outreach
- Exhibit E – Contract Signature Requirements
- Exhibit F – Title VI Exhibit for Federal Contracts

43. Entire Agreement. This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

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

TAMC

Rincon Consultants, Inc.

By: _____
Todd A. Muck
Executive Director

By: _____
Richard Daulton
Executive Vice President

Dated:

Dated:

By: _____
Lacrisa Davis
CFO and COO

Dated:

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement. Refer to Exhibit F, Signature Requirements.

Approved as to form:

TAMC Counsel

Dated: _____

For TAMC internal use:

Work Element number to be used for the contract: _____

EXHIBIT A: Scope of Work and Schedule

Project Title: Fort Ord Regional Trail and Greenway (FORTAG) Jerry Smith Project Incidental Take Permitting Support

Consultant Project Manager: Robin Murray

Scope of Work

(by task, including Deliverables)

Task 1: CDFW Incidental Take Permitting/Consistency Determination

Under this task, Rincon will coordinate with CDFW prepare and apply to CDFW for an ITP under the California Endangered Species Act (CESA), authorizing project impacts to state-listed Monterey gilia and seaside bird's beak. Based on early input from CDFW, it is Rincon's understanding that the avoidance and minimization measures provided in the USFWS Biological Opinion for CTS would be consistent with CDFW's requirements for California Endangered Species Act (CESA) compliance, and a Consistency Determination may be appropriate.

CDFW Pre-application Meeting

Rincon will prepare materials for and attend a pre-application meeting with CDFW to discuss the project with CDFW and answer their questions. The pre-application meeting provides the opportunity to identify information required by CDFW to support a successful ITP application.

Mitigation Area Negotiations

Rincon will identify and continue to discuss options for potential compensatory mitigation areas with TAMC, CDFW, and the City of Marina. Rincon assumes up to five half-hour meetings with up to two Rincon staff may be required to discuss and finalize the mitigation strategy and funding commitments. Rincon assumes these meetings will be attended remotely (via Teams or similar application), and no in person or on-site meetings will be required.

Section 2081 Incidental Take Permit Application

Rincon will prepare a 2081 ITP application package for seaside bird's beak and Monterey gilia. The application will be organized in accordance with the permit application requirements set forth in CDFW regulations at 14 CCR 783.2. CDFW requires CESA ITP application through submittal of a package that includes the required permit application items identified below via the Environmental Permit Information Management System (EPIMS) online portal or email. The completed package will be

provided for TAMC's review prior to EPIMS/email submittal. Upon TAMC's approval, Rincon may submit the application to CDFW via EPIMS on behalf of TAMC, as an added user under TAMC's EPIMS account.

If TAMC prefers to submit the application via EPIMS in-house, Rincon's staff will be available to assist the TAMC staff with the submittal.

Rincon will prepare the 2081 Incidental Take Permit Application. The application will be organized in accordance with the permit application requirements set forth in CDFW regulations at 14 CCR 783.2. In addition to standard applicant and project information, the ITP application must also include the following:

1. The appropriate application fee (to be provided by TAMC, not included in cost estimate).
2. Applicant's full name, mailing address, and telephone number(s).
3. The common and scientific names of the species to be covered by the permit and the species' status under CESA.
4. A complete description of the project or activity for which the permit is sought, including timing and phasing of construction, staging areas, sufficient to evaluate the "severity" of impacts, and potential constraints/conflicts with other project requirements (e.g. ADA requirements, daytime work restrictions, etc.).
5. The location where the project or activity is to occur or to be conducted.
6. An analysis of whether and to what extent the project could result in the taking of species to be covered by the permit, including an evaluation of historic and current habitat types and gilia occurrences, and a heatmap depicting habitat suitability and occupancy.
7. An analysis of the impacts of the proposed taking on the species.
8. An analysis of whether issuance of the ITP would jeopardize the continued existence of a species. A complete, jeopardy analysis shall include consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of known population trends, known threats to the species, and reasonably foreseeable impacts on the species from other related projects and activities.
9. Proposed measures to minimize and fully mitigate the impacts of the proposed taking.
10. A proposed plan to monitor compliance with the minimization and mitigation measures and the effectiveness of the measures.
11. A description of the funding sources and the level of funding available for implementation of the minimization and mitigation measures. In this case, Rincon assumes an endowment fund will be required.
12. Certification of application accuracy:

13. Documentation of CEQA compliance. Rincon assumes CDFW will rely on the existing FORTAG Environmental Impact Report (EIR, certified 2020) and FORTAG Jerry Smith Trailhead Segment EIR Addendum (certified 2025) for CEQA coverage to support ITP issuance.

Rincon staff will be available to coordinate with TAMC and CDFW during review of the 2081 ITP application as described under the cost assumptions below.

Task 2: Habitat Mitigation and Monitoring Plan

Rincon will prepare a Habitat Mitigation and Monitoring Plan to support the ITP application. This plan will outline the strategy to restore temporarily impacted suitable habitat for Monterey gilia, seaside bird's beak and upland CTS habitat. This plan will address mitigation objectives, a mitigation work plan, a maintenance plan, ecological performance standards, monitoring requirements, and an adaptive management plan.

Additionally, in compliance with the FORTAG Final EIR, mitigation measures BIO-1(a) and BIO-1(b), the HMMP will also include provisions for Monterey spineflower, sandmat manzanita, and other special status plants consistent with maintaining high quality Monterey gilia maritime chaparral habitat.

Assumptions

- Draft ITP application will be delivered to TAMC 6 weeks following receipt of the complete project description and CAD or GIS files.
- 2 rounds of review by and receipt of consolidated comments from TAMC, as well as associated revisions prior to submittal. Revisions will be relatively minor.
- 1 round of review by and receipt of consolidated comments from CDFW, as well as associated revisions. Revisions will be relatively minor.
- Cost includes up to 4 hours for the ITP Pre-application Meeting and preparation for the meeting.
- The HMMP preparation assumes a permittee responsible, in-kind mitigation approach that will be implemented on-site.
- TAMC will pay any application fees directly to CDFW. All deliverables will be submitted in electronic PDF and word format

Task 4: Botanical Surveys (Optional Task)

Botanical surveys of the project area conducted in 2024 documented Monterey gilia approximately 300 feet north the proposed trail alignment (Aspen 2025). Seaside bird's-beak was not detected by these surveys but is documented by iNaturalist approximately 1,000 feet north of the alignment. Rincon will utilize the 2024 botanical survey results to support the ITP application. However, CDFW may request updated botanical surveys to re-evaluate their current distribution within the project area. Under this optional task, Rincon will conduct protocol-level botanical surveys for special status plants in the project area in general accordance with Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed and Candidate Plants (U.S. Fish and Wildlife Service [USFWS]) and General Rare Plant Survey Guidelines and Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (CDFW). Our proposed scope of work will include literature and database reviews, field surveys to determine presence/absence and location(s) of special status plants, and report preparation. Surveys will occur during the evident and identifiable period of special status plant species that potentially occur, which would likely require two surveys, one estimated between May and June 2026 and one at the end of March 2027. Following our field surveys, all necessary information will be incorporated into a brief letter report, including findings and mapping regarding the location, approximate number, and aerial distribution for each special status plant species population/occurrence.

Assumptions

- Two surveys performed by two biologists over the course of two 8-hour days (inclusive of mobilization and travel time).
- The results will be provided in a brief letter report
- Includes the preparation of a Safety Plan

Task 5: Project Management

Rincon will be highly responsive to TAMC and CDFW to ensure all tasks described above are met and in an efficient and cost-effective manner. Rincon will provide regular communication regarding the project schedule, budget, and deliverables. This includes miscellaneous activities required to manage the various tasks above such as regular e-mail and telephone communications and other tasks associated with contract administration and client coordination. It also covers our internal quality control procedures, which include Program Manager and Principal review of all submittals that will be prepared under this work program. This task also includes clerical work.

Project Schedule

Task 1- CDFW ITP/Consistency Determination: April 2026-July 2026

Task 2- Habitat Mitigation and Monitoring Plan: May 2026-August 2026

Task 3- Post Submittal Coordination and CDFW Requests for Information: July 2026-February 2028

Task 4- Botanical Surveys: May 2026-April 2027

Task 5- Project Management: April 2026-February 2028

EXHIBIT B: Budget

Task		Estimated Cost
Task 1	Incidental Take Permit Application	\$20,700
Task 2	Habitat Mitigation and Monitoring Plan	\$13,561
Task 3	Post-Submittal Coordination and CDFW Requests for information	\$4,144
Task 4	Botanical Survey and Report (Option)	\$14,184
Task 5	Project Management	\$8,406
*Contingency	*Can only be used with prior TAMC authorization	\$4,005
Total		\$65,000

EXHIBIT C: Invoice Cover Page Format

[Project Title]

[Consultant Firm Name]

Invoice #

Invoice Date

Invoice Period

Task #	Task Name	Task Budget	Previously billed	Current invoice	Remaining Funds	% billed to-date	% Task Complete	Work performed this period
1								
2								
3								
4								
	TOTAL							

Exhibit D: ADA Best Practices for Documents and Outreach

The following are best practices that TAMC commits to complying with, and asks that all final and public draft documents comply, as they align with best practices for web-content accessibility:

Public Outreach Guidance

- Offer alternative ways to engage in outreach for the hard-of-hearing and the blind
 - Example: Have Talk-to-Text capacity available to engage with the hard of hearing
- Ensure public meeting rooms are set up in a way that is wheelchair accessible
- Ensure an alternative to a podium or stage is available in the event an individual cannot participate that way
- Have at least one wireless microphone available to help ensure public comments are projected in the meeting
- Develop public workshop handouts in font size 14 (minimum)
 - Handouts could include a project summary sheet, survey, comment card, etc.

Developing ADA Accessible Documents

- Use Calibri, Helvetica, or Arial Font Type
- Ensure final document content is at least font size 12 (minimum)
- Utilize proper features in Microsoft Word, including, but not limited to:
 - Alt Text for Images and Tables
 - “Styles” Feature to add emphasis or titles
 - Built in “Spacing” feature
- Indicate at the bottom of a Final Document’s Title Page, an ADA Notice stating:
 - **ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (831) 775-0903 or email ada@tamcmonterey.org.

Web Content Accessibility Guidelines

The Web Content Accessibility Guidance (WCAG) was integrated into Section 508 of the American with Disabilities Act in January 2018 as the industry standard in accessibility.

Guidance and Success Criteria from the WCAG are organized into the following four principles:

1. Perceivable
 - Provide text alternatives for non-text content.
 - Provide captions and other alternatives for multimedia.

- Create content that can be presented in different ways, including by assistive technologies, without losing meaning.
 - Make it easier for users to see and hear content.
2. Operable
 - Make all functionality available from a keyboard.
 - Give users enough time to read and use content.
 - Do not use content that causes seizures.
 - Help users navigate and find content.
 3. Understandable
 - Make text readable and understandable.
 - Make content appear and operate in predictable ways
 - Help users avoid and correct mistakes.
 4. Robust
 - Maximize compatibility with current and future user tools

A few key aspects that relate to content to be posted onto the TAMC website include:

- Integrating alternative text for images and maps
- Using distinguishable colors and design techniques that are comprehensible for the color-blind

For a complete list of WCAG's Guidance, see: <https://www.w3.org/TR/WCAG20/>

If Consultant or subconsultant needs clarification on an ADA best practices, please contact ada@tamcmonterey.org.

Exhibit E: Contract Signature Requirements

TYPE OF ENTITY	SIGNATURE REQUIREMENTS	Verification if deviation	EXAMPLES
Corporation (Often the name is followed by "Inc.")	Two (2) signatures are required: one (1) signature by the chair of the Board of Directors, president or any vice president and one (1) signature by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. Reference: Corporations Code §313 & 5214	Corporate Resolution authorizing signatory to bind corporation or Articles of Incorporation	Owner: Smith and Jones, Inc. Signatures: Butch Cassidy, President Sundance Kidd, Secretary
Limited Liability Company (LLC)	Signatures by at least two (2) managers, or by one (1) manager in the case of a limited liability company whose articles of organization state that it is managed by only one (1) manager. Reference: Corporations Code §17703.01	Articles of Organization	Owner: Smith and Jones, LLC Signature John Thomas Jones, Manager Signature Honest John Smith, Manager
Partnership (Including Limited Liability Partnership (LLP))	Any partner, unless authority is restricted in Statement of Partnership Authority. Reference: Corporations Code §16301	Statement of Partnership Authority	Owner: McGill Partnership Signature: Jimmy McGill, Partner Owner: Hamlin, Hamlin and McGill, LLP Signature: Charles McGill, Partner
Limited Partnership (LP)	A general partner, unless authority is restricted in Statement of Partnership Authority. Reference: Corporations Code §15904.02(a)	Certificate of Limited Partnership	Owner: Goodman, LP Signature: Saul Goodman, General Partner
Sole proprietorship (a business owned by one person)	Sole proprietor (Note that a sole proprietorship consists of only "one" individual and it has no existence apart from its owner; however, it may operate under a fictitious business name).	N/A	Signature: Walter White
Trust	Trustee(s) Reference: Probate Code § 16200	Certification of trust, or copy of trust	The owner will be "Smith Family Revocable Trust dated mm-dd-yyyy" (language such as "Under declaration of trust" or "UDT" should be included). Signing it will be "John Smith, trustee of the Smith Family Revocable Trust dated mm-dd-yyyy" and "Mary Smith, trustee of the Smith Family Revocable Trust dated mm-dd-yyyy".

In all of the above ownership situations the owner is not the individual signing the document but the name of the entity (except in the instance of a sole proprietorship). Legal documents such as recorded documents which we often prepare for land use entitlement condition compliance should use the legally correct ownership words spelled out and NOT abbreviations such as et al. Please use the actual names of all of the property owners of record.

Memorandum

To: Board of Directors
From: Michael Zeller, Director of Programming & Project Delivery
Meeting Date: May 27, 2026
Subject: **FORTAG Canyon Del Rey - Temporary Construction Easement**

RECOMMENDED ACTION:**FORTAG Canyon Del Rey - Temporary Construction Easement Extension:**

1. **APPROVE** and **AUTHORIZE** the Executive Director, or their designee, to execute an agreement for purchase of a temporary construction easement with Ng, Low, & Ng for an amount not to exceed \$15,900 for the term through December 31, 2026;
2. **AUTHORIZE** the use of Regional Measure X 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 contract term or amount.

SUMMARY:

Agency staff is seeking to execute a temporary construction easement agreed to with Ng, Low, & Ng for the Canyon Del Rey segment of the FORTAG project to allow improvements to be constructed on the intersection of Fremont Boulevard and State Route 218.

FINANCIAL IMPACT:

The Fort Ord Regional Trail & Greenway project includes funding for right-of-way acquisition within its approved budget. The compensation for the new Temporary Construction Easement is \$15,900, consistent with the negotiated agreement with the property owner. Sufficient funds are available within the project budget to cover the cost of this agreement.

DISCUSSION:

Phase 1 of the Canyon Del Rey/State Route 218 segment of the Fort Ord Regional Trail & Greenway project includes construction of a multi-use trail through the City of Del Rey Oaks extending toward the City of Seaside. As part of this alignment, a portion of the trail adjacent to Canyon Del Rey requires use of property owned by Ng, Lom & Ng and leased to Safeway.

To secure the necessary property rights, the Agency previously acquired both permanent easement rights and a temporary construction easement (TCE) for this parcel to satisfy Caltrans right-of-way certification requirements. However, the term of the original TCE expired prior to completion of construction. While the Agency initiated the process to renew the TCE, including appraisal and negotiations, this process required additional time. In order to prevent construction delays, the Board approved a Permit to Enter (PTE), allowing the contractor to begin and continue work on the property

during the interim period. Staff has now completed the necessary appraisal and negotiations with the property owner and has reached agreement on the terms and compensation for a new TCE. Approval of this agreement will formalize the Agency's right to use the property for construction purposes and provide compensation to the property owner for the continued use of the easement area. The TCE will remain in effect for a defined duration consistent with the construction schedule for this segment.

ATTACHMENTS:

1. Amendment to Right-of-Way Contract
2. TCE1-Safeway-Legal Desc
3. TCE2-Safeway-Legal Desc

WEB ATTACHMENTS:

AMENDMENT TO AGREEMENT FOR ACQUISITION OF REAL PROPERTY

Transportation Agency for Monterey County

(Form #)

05	MON	218	0.1/1.5
Dist	Co	Rte	Post
012-551-004, 012-551-010		1M570	
Assessor Parcel No's.		Exp Auth	

WHEREAS, Ng, Lom & Ng, a California Limited Partnership (Grantor) and the Transportation Agency For Monterey County (TAMC), have heretofore entered into that certain agreement dated March 22, 2023, which agreement sets forth the terms and conditions under which the TAMC acquired certain rights for TAMC transportation purposes described in Agreement for Acquisition of Real Property, in the form of a Temporary Construction Easement;

WHEREAS, Subsequent to entering into said agreement, it was determined that the project schedule impacts the effective date and duration for the Temporary Construction Easement listed in Acquisition of Real Property, Page 2, Clause #5.

WHEREAS, By reasons of the foregoing it is now the desire of the parties hereto to amend said Agreement for Acquisition of Real Property for additional duration of the Temporary Construction Easement.

NOW, THEREFORE, It is agreed by and between the parties hereto as follows: "Said Temporary Construction Easement (TCE) shall be for a total period of an additional twelve (12) months. The additional twelve months shall commence **January 1, 2026**, and end no later than the completion of the construction as proposed herein or in the event the date the TAMC awards the construction contract is delayed, the additional twelve months will end no later than **December 31, 2026**, whichever comes first. The TAMC shall pay the grantor the additional sum of **Fifteen Thousand Nine Hundred Dollars (\$15,900.00)**. Permission is hereby granted the TAMC or its authorized agent to enter upon Grantors' land where necessary within that certain area identified as a TCE for the purposes as described.

All other terms and conditions of contract remain unchanged.

IN WITNESS WHEREOF, The parties hereto have executed this _____ day of _____ 20__.

RECOMMENDED FOR APPROVAL:

John F. Almazán
Sr. Right of Way Agent
CA Real Estate Broker License #01104860
Subconsultant to TAMC

Ng, Lom & Ng, a California Limited Partnership

Date

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By _____
Todd Muck
Executive Director

Date

**LEGAL DESCRIPTION OF A
TEMPORARY CONSTRUCTION EASEMENT "TCE 1"**

Certain real property situate in the City of Del Rey Oaks, County of Monterey, State of California, described as follows:

Being a portion of Parcel I and Parcel II as described in the deed recorded August 18, 2006, as Document No. 2006073256 of the Official Records of said County, more particularly described as follows:

Beginning at the most easterly corner of that certain parcel described in the deed recorded February 21, 1964, in Reel 288, Page 28 of the Official Records of said County; thence

- 1) South 44°51'38" East, 56.69 feet; thence
- 2) South 46°46'31" East, 63.00 feet; thence
- 3) South 43°13'29" West, 7.32 feet; thence
- 4) South 45°37'02" East, 11.68 feet; thence
- 5) North 44°22'58" East, 8.53 feet; thence
- 6) South 51°23'11" East, 53.79 feet to a point on the southwesterly right-of-way boundary of State Route 218; thence departing said right-of-way boundary
- 7) South 43°17'56" West, 20.07 feet; thence
- 8) North 51°23'11" West, 65.04 feet; thence
- 9) North 46°46'31" West, 63.98 feet; thence
- 10) North 44°51'35" West, 56.66 feet to a point on the southeasterly boundary of said parcel described in the deed recorded in Reel 288, Page 28 of the Official Records of said County; thence along said southeasterly boundary
- 11) North 44°09'50" East, 20.00 feet to the POINT OF BEGINNING.

Containing 3,617 square feet, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

The bearing of North 44°09'50" East along the southeasterly boundary of said parcel described in the deed recorded February 21, 1964, in Reel 288, Page 28 of the Official Records of said County, is the basis of bearings cited in this description.

LEGAL DESCRIPTION

Page 2 of 2

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



12/06/2022

RICHARD P. WEBER P.L.S.

DATE

L.S. NO. 8002

Job No.: 4065





APN: 012-551-010

POINT OF BEGINNING
MOST EASTERLY CORNER,
REEL 288, O.R., PAGE 28

N44°09'50"E 20.00'
BASIS OF BEARINGS

REEL 288, O.R.
PAGE 28

CITY OF SEASIDE
CITY OF DEL REY OAKS

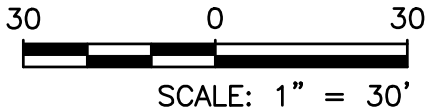
STATE ROUTE 218
CANYON DEL REY BLVD

DESCRIBED AREA:
±3,617 SQ. FT.

PARCEL I
DOC# 2006073256

APN: 012-551-004

PARCEL II
DOC#
2006073256



THE BEARING OF NORTH 44°09'50" EAST ALONG THE
SOUTHEASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN
REEL 288, PAGE 28, OFFICIAL RECORDS OF MONTEREY
COUNTY, IS THE BASIS OF BEARINGS SHOWN HEREON.

PLAT TO ACCOMPANY DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT "TCE 1"

PARCEL I & II, DOCUMENT# 2006073256, O.R.

CITY OF DEL REY OAKS, CALIFORNIA

DECEMBER 6, 2022



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

T:\Monterey Projects\4065 - SR 218\SURVEY\LEGAL DESC\Easement Legal Plats\Safeway.dwg

**LEGAL DESCRIPTION OF A
TEMPORARY CONSTRUCTION EASEMENT "TCE 2"**

Certain real property situate in the City of Seaside, County of Monterey, State of California, described as follows:

Being a portion of that certain parcel described in the deed recorded February 21, 1964, in Reel 288, Page 28 of the Official Records of said County, more particularly described as follows:

Beginning at the most easterly corner of said parcel; thence along the northeasterly and northwesterly boundaries thereof (the following two courses)

- 1) North 44°49'52" West, 69.39 feet; thence
- 2) Westerly 34.24 feet along the arc of a tangent curve to the left having a radius of 25.00 feet, through a central angle of 78°27'57"; thence departing said northwesterly boundary
- 3) South 44°49'52" East, 94.24 feet to a point on the southeasterly boundary of said parcel; thence along said southeasterly boundary
- 4) North 44°09'50" East, 20.00 feet to the POINT OF BEGINNING.

Containing 1,758 square feet, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

The bearing of North 44°09'50" East along the southeasterly boundary of said parcel described in the deed recorded February 21, 1964, in Reel 288, Page 28 of the Official Records of said County, is the basis of bearings cited in this description.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 4065

11/09/2022
DATE



FREMONT BLVD
(A CITY STREET)

STATE ROUTE 218
CANYON DEL REY BLVD

$\Delta=78^{\circ}27'57''$
 $R=25.00'$
 $L=34.24'$

DESCRIBED AREA:
 $\pm 1,758$ SQ. FT.

$N44^{\circ}49'52''W$ 69.39'

$S44^{\circ}49'52''E$ 94.24'

$N44^{\circ}09'50''E$
20.00'

REEL 288, O.R.
PAGE 28
APN: 012-551-010

BASIS OF BEARINGS

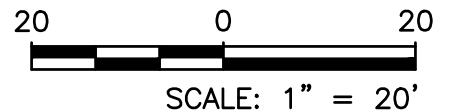
POINT OF BEGINNING
MOST EASTERLY CORNER,
REEL 288, O.R. PAGE 28

CITY OF SEASIDE
CITY OF DEL REY OAKS

PARCEL I
DOC# 2006073256

APN: 012-551-004

THE BEARING OF NORTH $44^{\circ}09'50''$ EAST ALONG THE
SOUTHEASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN
REEL 288, PAGE 28, OFFICIAL RECORDS OF MONTEREY
COUNTY, IS THE BASIS OF BEARINGS SHOWN HEREON.



PLAT TO ACCOMPANY DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT "TCE 2"

REEL 288, O.R., PAGE 28
CITY OF SEASIDE, CALIFORNIA
NOVEMBER 9, 2022



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

T:\Monterey Projects\4065 - SR 218\SURVEY\LEGAL DESC\Easement Legal Plats\Safeway.dwg

Memorandum

To: Board of Directors
From: Ariana Green, Principal Transportation Planner
Meeting Date: May 27, 2026
Subject: **ATP Cycle 8 Grant Leveraging Funds**

RECOMMENDED ACTION:

APPROVE use of \$800,000 Regional Surface Transportation Program Reserve as leveraging funds for two Active Transportation Program Grant projects: Soledad Safe Routes to Schools and Gateway for Monterey Bay.

SUMMARY:

The Transportation Agency for Monterey County has partnered with local agencies to develop proposals for the Active Transportation Program Cycle 8 grant. Although matching funds are not required to receive grant funds, points are awarded for leveraging local money. Staff recommends committing \$400,000 for the Soledad Safe Routes to Schools project and \$400,000 for the Gateway for Monterey Bay project if they are awarded Active Transportation Program grants.

FINANCIAL IMPACT:

The cost estimate for each project is between \$35-\$40 million. Although the Active Transportation Program does not require matching funds, points are awarded for leveraging local dollars. Staff recommends committing \$400,000 of Regional Surface Transportation Program Reserve funds for each project for a total of \$800,000. Commitment of the funds would be conditional upon securing grant funding.

DISCUSSION:

Gateway for Monterey Bay

The Gateway for Monterey Bay project focuses on improving safety, comfort, and connectivity for people walking and bicycling in Seaside and Sand City along State Route 218 / Canyon Del Rey Boulevard and Del Monte Boulevard, key regional corridors and an entry point connecting the cities of Monterey, Del Rey Oaks, Seaside, and Sand City. These segments of State Route 218 and Del Monte Boulevard carry relatively high traffic volumes and higher vehicle speeds while also serving as a critical access route to neighborhoods, schools, regional parks, employment centers, shopping, and major destinations such as Downtown Seaside and Sand City, the Frog Pond Wetland Preserve, Work Memorial Park, Laguna Grande Regional Park, regional trail facilities, and the broader Fort Ord area. Existing sidewalk and bicycle facilities are incomplete or inconsistent, creating barriers for people of all ages and abilities and contributing to documented safety challenges for vulnerable road users.

Soledad Safe Routes to Schools

This citywide project in Soledad will focus on five key safe routes to school corridors identified through the Salinas Valley Safe Routes to Schools planning process and provide approximately five

miles of bicycle and pedestrian improvements creating low-stress connections to all eight of the K-12 public schools, higher education, transit, parks, jobs, shopping, healthcare and community amenities. The non-infrastructure component of this project includes targeted educational and encouragement programs designed to serve the disadvantaged community and specifically address safety issues that cannot be resolved with infrastructure improvements alone. Bicycle and pedestrian safety programs will be delivered to students at all five elementary schools and one middle school in the city.

The ATP is the most appropriate funding source to advance the Gateway for Monterey Bay and the Soledad Safe Routes to Schools projects because it prioritizes projects that improve safety for people walking and bicycling, increase access for disadvantaged and underserved communities, and demonstrates consistency with adopted plans and readiness for delivery. Staff believes these projects are well positioned to compete in the upcoming ATP funding cycle due to their strong planning foundation, documented safety need, regional significance, and coordination with partner agencies. TAMC staff recommends providing \$400,000 as leveraging funds for each of the proposed projects. The ATP grant applications are due on June 22, 2026.

The Regional Surface Transportation Program (RSTP) Reserve is a set-aside established in the agency's program guidelines that allocates up to 10 percent of annual RSTP funding "off the top" to be held by the Transportation Agency for use on eligible transportation projects and planning activities, including one-time or strategic initiatives as approved by the Board. These reserve funds are intended to provide flexibility to address priority regional needs, pilot projects, or unforeseen opportunities that may not fit within formula or competitive grant programs. The most recent program guidelines were approved by the Board of Directors on March 25, 2026.

ATTACHMENTS:

None

WEB ATTACHMENTS:

Memorandum

To: Board of Directors
From: Christina Watson, Director of Planning
Meeting Date: May 27, 2026
Subject: Salinas Layover Facility - 20 New Street - Structure Demolition Call for Bids

RECOMMENDED ACTION:

Monterey County Rail Extension Kick Start Project Package 2 - Salinas Layover Facility - 20 New Street - Structure Demolition Call for Bids

1. **APPROVE** Notice to Bidders, Special Provisions and Plans for hazardous materials testing and building demolition for the Salinas Rail Station, Package 2, subject to Agency Counsel and Caltrans approval;
2. **AUTHORIZE** the Executive Director to publish the bid documents, and return to the Board of Directors with a recommendation for approval of a contract; and
3. **APPROVE** the use of funds from the approved project budget for this work in an amount not to exceed \$99,000, and \$5,000 as a contingency fund for change orders.

SUMMARY:

The bid book, special provisions and plan documents will allow the Agency to seek bids from qualified structure demolition teams to demolish a structure on a parcel of land now in TAMC possession on 20 New Street, Salinas, in preparation for the construction of Package 2 improvements, including a train layover facility and support facilities.

FINANCIAL IMPACT:

The demolition work is estimated to cost \$99,000 with a contingency of \$5,000.

DISCUSSION:

The Monterey County Rail Extension Project will extend 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 wrapped up construction of Package 1, improvements at the Salinas train station. The layover facility (Package 2) and Gilroy track improvements (Package 3) are now in final design.

Right-of-way acquisition for the Salinas Layover Facility included the purchase of 20 New Street. A building formerly occupied by Marina Concrete on 20 New Street has now been vacated. Online as **web attachments** are a building demolition exhibit (plans), cost estimate, special provisions, and bid book to do hazardous materials abatement and demolition of that building, in preparation for utility relocation and the construction of the layover facility. Staff is coordinating with the consultants under

contract to TAMC for the project design (HDR Engineering) and construction management (MNS Engineers, now BKF), TAMC Counsel, and Caltrans, to finalize these documents for publication upon Board approval on May 27, 2026.

The anticipated schedule for the bids include holding a pre-bid conference and site visit on Thursday, June 4, 2026, at 1 pm. Bidder inquiries are due by 11 am on Tuesday, June 23, 2026. Bids are due by 2 pm on Thursday, July 9, 2026. The contract with the lowest responsible bidder will be brought to the Board for approval on August 26, 2026. Upon contract approval and execution, the hazardous materials abatement and demolition work is expected to be completed within 20 working days.

ATTACHMENTS:

None

WEB ATTACHMENTS:

1. [Building Demolition Exhibit \(plans\)](#)
2. [Cost Estimate](#)
3. [Special Provisions](#)
4. [Bid Book](#)

Memorandum

To: Board of Directors
From: Christina Watson, Director of Planning
Meeting Date: May 27, 2026
Subject: Salinas Rail Project - Taber Drilling amend 1

RECOMMENDED ACTION:**Monterey County Rail Extension - Taber Drilling Contract Amendment #1**

1. **APPROVE** and **AUTHORIZE** the Executive Director, or their designee, to execute contract amendment #1 with Taber Drilling, subject to approval by Agency Counsel, to extend the deadline by two months and increase the budget in an amount not to exceed \$15,091, for a total not-to-exceed contract amount of \$59,584, for geotechnical drilling for the Monterey County Rail Extension Kick Start project;
2. **AUTHORIZE** the use of state funds budgeted for this project;
3. **FIND** that this amendment is justified as a sole source due to the efficiencies that support extending the contract with 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:

TAMC procured the contract with Taber Drilling for the geotechnical drilling work to support the Monterey County Rail Extension Kick-Start project via a competitive Request for Proposals process. Union Pacific Railroad (UPRR) requires a higher level of insurance than what was assumed in the original contract, resulting in a higher contract budget, exceeding the Executive Director's authority for contracts under \$50,000. The contract is set to expire on June 30, 2026, but due to the extended time needed to obtain UPRR approval, the team needs two additional months to complete the drilling work.

FINANCIAL IMPACT:

Contract amendment #1 adds \$15,091 to the contract budget, for a new not-to-exceed contract amount of \$59,584, in order to enable Taber to acquire the amount of insurance required by UPRR to do the drilling work in UPRR right-of-way.

DISCUSSION:

Taber Drilling is under contract to do geotechnical drilling to support the design of the Monterey County Rail Extension project. On November 7, 2025, TAMC staff published a Request for Proposals (RFP) for Monterey County Rail Extension Project – Geotechnical Drilling in Gilroy and Salinas, and

circulated the RFP to 20 firms. Taber Drilling was the only bidder, and was found to be responsible and responsive to the RFP. The contract was executed on December 18, 2025, and reported to the Board under the item listing contracts approved under the Executive Director's authority to execute contracts under \$50,000 at the January 2026 Board meeting.

UPRR requires that companies drilling on their rights of way to carry \$10 million in railroad protective liability insurance and general liability insurance coverage. That exceeds the insurance levels assumed by Taber in the original contract budget. Staff recommends Board approval of this contract amendment to enable the drilling work so that the design plans can be updated with the information from that investigation. This amendment is a logical follow-on to the existing contract and qualifies as a sole source amendment.

ATTACHMENTS:

1. Taber - MCRE Geotech Drilling Contract Amend 1

WEB ATTACHMENTS:

AMENDMENT #1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
TABER DRILLING

THIS AMENDMENT NO. 1 to the agreement dated December 18, 2025, between the Transportation Agency for Monterey County, hereinafter referred to as “TAMC,” and TABER DRILLING, hereinafter referred to as “Consultant,” is hereby entered into between TAMC and Consultant.

RECITALS:

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services on December 18, 2025, hereinafter referred to as “Agreement;” and
- B. **WHEREAS**, TAMC and Consultant desire to amend the Agreement to add funds to cover insurance required by Union Pacific exceeding what had been anticipated and add two months to the agreement to allow time to complete the work;

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 December 15, 2025, and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC’s Project Manager specified in Paragraph 35. Unless earlier terminated as provided herein, this Agreement shall remain in force until ~~June 30~~ August 31, 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 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 ~~Forty-Four Thousand, Four Hundred Ninety-Three Dollars (\$44,493.00)~~ Fifty-Nine Thousand, Five Hundred Eighty-Four Dollars (\$59,584.00). 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 is hereby replaced with the Budget attached hereto as Exhibit B-1 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. 1 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement with TABER DRILLING.

TABER DRILLING

TAMC

By: _____
Brian Young
Secretary

By: _____
Todd A. Muck
Executive Director

Dated: _____

Dated: _____

By: _____
Andrew Elbon
Vice President

Dated: _____

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

TAMC Counsel

Dated: _____

EXHIBIT B-1: Budget

Salinas			
Exploration Services	QUANTITY	RATE	TOTAL
Mobilization / Demobilization (Lump Sum)	1	\$3,800	\$3,800
Track Drill - 3 Man Crew (Per Hour)	13	\$650	\$8,450
Per Diem - 3 Man Crew (Per Crew, Per Day)	2.5	\$720	\$1,800
Daily Travel - 3 Man Crew (Per Hour)	0.5	\$370	\$185
Equipment Decontamination (Lump	1	\$450	\$450
Permitting (Cost + 10%)	1	\$622	\$622
Administrative Support (Per Hour)	4	\$250	\$1,000
FIELD-EFFORT SUPPORT ITEMS and MATERIALS			
Portland Cement (Per 47lb Bag)	35	\$16.50	\$577.50
Mod Cal Liners (Each)	24	\$10	\$240
Shelby Tubes (Each)	8	\$35	\$280
5% Contingency	1	\$870	\$870
		Total	\$18,274.50
Gilroy			
Exploration Services	QUANTITY	RATE	TOTAL
Mobilization / Demobilization (Lump Sum)	1	\$4,300	\$4,300
Track Drill - 3 Man Crew (Per Hour)	11	\$650	\$7,150
Per Diem - 3 Man Crew (Per Crew, Per Day)	2.5	\$720	\$1,800
Daily Travel - 3 Man Crew (Per Hour)	0.5	\$370	\$185
Equipment Decontamination (Lump Sum)	1	\$450	\$450
Railroad Training (Lump Sum)	1	\$1,000	\$1,000
Administrative Support (Per Hour)	4	\$250	\$1,000
Railroad Flaggers (Cost + 10%)	1	\$4,800	\$4,800
Site Assessment (Lump Sum)	1	\$1,350	\$1,350
Utility Locating (Cost + 10%)	1	\$2,250	\$2,250
FIELD-EFFORT SUPPORT ITEMS and MATERIALS			
Portland Cement (Per 47lb Bag)	27	\$16.50	\$445.50
Mod Cal Liners (Each)	24	\$10	\$240
5% Contingency	1	\$1,248	\$1,248
		Total	\$26,218.50
AMENDMENT 1			\$15,091.00
UPRR required insurance - protective liability - \$10 million			
GRAND TOTAL			\$59,584.00

Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant & Clerk of the Board
Meeting Date: May 27, 2026
Subject: **MINUTES**

RECOMMENDED ACTION:

ACCEPT draft minutes of the Transportation Agency Committees:

- Rail Policy Committee - draft minutes of May 4, 2026
- Executive Committee - draft minutes of May 6, 2026
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - draft minutes of May 6, 2026
- [Technical Advisory Committee](#) - draft minutes of May 7, 2026
- [Measure X Citizens Oversight Committee](#) - No Meeting

SUMMARY:**FINANCIAL IMPACT:****DISCUSSION:****ATTACHMENTS:**

1. Exec draft minutes May 6 2026
2. Draft_RPC_Minutes_May_2026_Meeting

WEB ATTACHMENTS:

DRAFT MINUTES

TRANSPORTATION AGENCY FOR MONTEREY COUNTY
 SERVICE AUTHORITY FOR FREEWAYS EMERGENCIES AND MONTEREY COUNTY
 REGIONAL DEVELOPMENT IMPACT FEE JOINT POWERS AGENCY

EXECUTIVE COMMITTEE MEETING

Members: Chaps Poduri (Chair), Luis Alejo (1st Vice Chair), Jose Rios (2nd Vice Chair), Wendy Root Askew (Past Chair), Glenn Church (County representative), Dennis Donohue (City representative)

Wednesday, May 6, 2026

*** 9:00 a.m. ***

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

EXECUTIVE COMMITTEE	JUN 25	AUG 25	SEP 25	OCT 25	NOV 25	JAN 26	FEB 26	MAR 26	APR 26	MAY 26
Chaps Poduri, Chair , Pacific Grove (Joe Amelio)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)
Luis Alejo, 1st Vice Chair , Supervisor District 1, (Linda Gonzales; Javier Gomez)	P(A) (VC)	P(A) (VC)	P	P	P(A) (VC)	P	P	P(A) (VC)	P	P(A) (VC)
Jose Rios, 2nd Vice Chair , Gonzales (Lorraine Worthy)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)
Wendy Root Askew, Past Chair , Supervisor District 4, (Yuri Anderson , Kera Abraham Panni)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P(A) (VC)
Glenn Church, County Representative , Supervisor District 2, (Marilyn Vierra , Leonie Gray)	P(A)	P	P(A)	P	P (VC)	P(A)	P(A)	P	P	P (VC)
Dennis Donohue, City Representative , City of Salinas (Margaret D'Arrigo)	P (VC)	P (VC)	P (VC)	P (VC)	E	P (VC)	*P	P	P	P

P = Present	A = Absent
P(A) = Alternate present	E = Excused
* = New Representative	(VC) Video Conference
(TC) = Teleconference	

1. CALL TO ORDER

Chair Poduri called the meeting to order at 9:00 a.m. Roll call was taken, and a quorum was confirmed.

Staff present: Bigelow, Guther, Kise, Muck, Park, Rodriguez, Sheehan, Strause, Watson, and Zeller.

Others present: Shane Strong, TAMC Counsel; Gus Khouri, Khouri Consulting; Javier Gomez, Monterey County District 1.

2. PUBLIC COMMENTS

None

3. CONSENT AGENDA

On a motion by Committee Member Donahue and seconded by Committee Member Rios, the Committee voted 6-0 to approve the consent agenda as follows:

Approved the minutes from the Executive Committee meeting of April 1, 2026.

4. LEGISLATIVE UPDATE

On a motion by Committee Member Rios and seconded by Committee Member Donohue, the Committee voted 6-0 to act on behalf of the Board to approve signing on to the Caltrans "California Federal Surface Transportation Reauthorization Principles", act on behalf of the Board to approve a "support if amended" position on SB 1087 (Cabaldon): Transportation planning: sustainable communities strategies: transportation funding programs, and recommend the Board adopt positions on legislation as follows:

- AB 2184 (Wilson): Cap-and-Invest Program: nature-based climate solutions: funding— support if amended.
- AB 2560 (Schultz): Climate Action Plan for Transportation Infrastructure: goals— oppose.

Gus Khouri, Agency State Legislative Analyst, reported that there is a lot going on in Sacramento, noting that the May Revise budget will be published May 14.

Christina Watson, Director of Planning, highlighted the federal legislative activities.

5. FINAL OVERALL WORK PROGRAM, BUDGET, AND INTEGRATED FUNDING STRATEGY

On a motion by Committee Member Rios and seconded by Committee Member Church, the Committee voted 6-0 to recommend that the Board approve adopting the fiscal year 2026/27 budget and estimated budgets for fiscal years 2027/28 and 2028/29 and the Overall Work Program for fiscal year 2026/27; and recommended that the Board approve the 2026 Integrated Funding Strategy.

Mike Zeller, Director of Programming & Project Delivery, highlighted the Overall Work Program and Integrated Funding Strategy.

Jeff Kise, Director of Finance & Administration, highlighted the minor changes from last presented in February. He noted that the Direct budget includes capital expenditures, and the Operating budget includes existing contract increases and the cost-of-living increase.

6. **TAMC BOARD DRAFT AGENDA**

Todd Muck, Executive Director, reviewed the draft regular and consent agenda for the TAMC Board meeting of May 27, 2026. After the Executive Committee discussion, directions were provided to staff to place the following items for consideration on the regular agenda:

- North Monterey County Regional Transportation Vulnerability Assessment Project Overview and Results
- Measure X Senior & Disabled Transportation Cycle 4 Award Recommendations
- Sand City Bike Trail and Parking Use Agreement
- Scenic Route 68 Corridor update
- Final Overall Work Program, Budget, and Integrated Funding Strategy

7. **ANNOUNCEMENTS**

None

8. **CLOSED SESSION**

PUBLIC COMMENT on the Closed Session;

The Committee held a closed session regarding **REAL ESTATE NEGOTIATIONS**.

Pursuant to Government Code section §54956.8, confer with real property negotiators concerning Property: 150 S Main Street, Salinas, and Assessor Parcel Numbers 031-221-014 and 031-282-057

Agency negotiators: Todd Muck, Jeff Kise

Negotiating parties: TAMC and Taylor Farms

Under Negotiation: Price and Terms of Payment

RECONVENED:

The Committee reconvened in open session and Agency Counsel Strong reported no actions were taken.

9. **ADJOURNMENT**

Chair Poduri adjourned the meeting at 10:39 a.m.

TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)

RAIL POLICY COMMITTEE MEETING

Draft Minutes of May 6, 2026

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

	MAY 25	JUN 25	JUL 25	AUG 25	SEP 25	OCT 25	NOV 25	JAN 26	FEB 26	MAR 26	APR 26	MAY 26
L. Alejo, Dist. 1 (L. Gonzalez, J. Gomez)	P(A) (VC)	P	N	P	P(A) (VC)	P(A) (VC)	P	P	C	P	P	P(A) (VC)
G. Church, Dist. 2 (M. Vierra , L. Gray)	P(VC)	P(A) (VC)	O	P	P(A) (VC)	P(A) (VC)	P (VC)	P (VC)	A	P (VC)	P (VC)	P (VC)
W. Askew, Dist. 4 (Y. Anderson , K. Panni)	P(VC)	P(A) (VC)	M	P(A)	P(A) (VC)	P(A) (VC)	P(A) (VC)	P(A) (VC)	N	P(A) (VC)	P(A) (VC)	P(A) (VC)
K. Daniels, Dist. 5, (K. Craig)	P(VC)	P(VC)	E	P	P(A) (VC)	P(A) (VC)	P (VC)	P (VC)	C	P	P (VC)	P (VC)
M. LeBarre, King City, Chair (C. DeLeon)	P	P	E	P	P	P	P	P	E	P	P	P
B. Delgado, Marina (J. McAdams L. Visscher)	P(VC)	A	T	P	P(A) (VC)	P (VC)	A	P(A) (VC)	L	P (VC)	P (VC)	A
E. Smith, Monterey (G. Garcia, M. Garcia , A. Easterling)	P	P	I	P	P	P	A	P	L	E	P	P(A) (VC)
D. Donohue, Salinas, (M. D'Arrigo)	P	A	N	P	P	P	A	P	E	P	P	P
M. Carbone, Sand City (J. Blackwelder)	P	P	G	P	E	P (VC)	P(A) (VC)	E	D	P (VC)	P	P
I. Oglesby, Seaside (D. Pacheco)	P	P		P	P	P	A	P		P	P	P
A. Velazquez, Soledad (F. Ansaldo-Sanchez)	P(VC)	A		P	P (VC)	E	A	P (VC)		P (VC)	P (VC)	E
M. Twomey, AMBAG (H. Adamson, P. Hierling)	P(A) (VC)	P(A) (VC)		A	P(A)	P(A) (VC)	P(A) (VC)	P(A) (VC)		A	P(A) (VC)	P(A) (VC)
A. Fukushima, Caltrans District 5	A	A		P (VC)	A	A	A	A		A	A	P*
C. Sedoryk, MST (L. Rheinheimer/ M. Overmeyer)	P(A) (VC)	A		P(A) (VC)	P(A) (VC)	P(A) (VC)	P(A) (VC)	P(A) (VC)		A	P(A) (VC)	P(A) (VC)
STAFF	MAY 25	JUN 25	JUL 25	AUG 25	SEP 25	OCT 25	NOV 25	JAN 26	FEB 26	MAR 26	APR 26	MAY 26
O. Barajas, Transportation Planner	-	-	N	-	-	-	-	-	C	P*	A	A
R. Bigelow, Contracts and Grants	-	-	O	-	P* (VC)	P (VC)	P (VC)	A	A	P (VC)	P (VC)	P (VC)
D. Bilse, Principal Engineer	P (VC)	P (VC)	M	A	A	P (VC)	A	A	N	A	A	A
A. Cook, Principal Planner	-	-	E	-	-	-	-	-	C	-	P*	P
A. Guther, Assoc. Transp. Planner	P	P (VC)	E	P	A	P	P	P	E	P	E	E

A. Hernandez, Transp. Planner	A	A	T	A	A	A	A	P (VC)	L	A	A	A
J. Kise, Director of Finance and Admin	A	A	I	A	P (VC)	P (VC)	A	A	L	P (VC)	A	P
M. Montiel Admin Assistant	P	P	N	P	P	E	P	P	E	P	P	P
S. Linnevers Transp. Planner	-	-	G	-	-	-	-	-	D	-	P*	A
T. Muck, Executive Director	P	P		P	P	P	P	P		P	A	P
M. Park, Finance Officer/ Analyst	A	P (VC)		P (VC)	P (VC)	P (VC)	P (VC)	A		A	P (VC)	P (VC)
M. Sheehan, Accounting Assistant	-	-		-	-	-	-	-		-	-	P (VC)
J. Strause, Senior Transp. Planner	P (VC)	A		P (VC)	A	A	P (VC)	P (VC)		P (VC)	P (VC)	P (VC)
C. Watson, Director of Planning	P	P		P (VC)	P	P	P	P		P	P	P
L. Williamson, Senior Engineer	A	P		P	P	E	P	P (VC)		A	P	P
M. Zeller, Director of Programming & Project Delivery	P (VC)	P (VC)		P	P	P	P	P (VC)		P (VC)	E	P

P = Present A = Absent P(A) = Alternate Present E = Excused (VC) = Video Conference * = New representative

1. QUORUM CHECK AND CALL TO ORDER

Chair LeBarre called the meeting to order at 2:00 p.m. Maria Montiel, Administrative Assistant, called the roll and confirmed a quorum was established.

OTHERS PRESENT

Dominic Dursa	Speaker Rivas office	Leonie Gray	District 3 office
Javier Gomez	District 1 office	Michael Groves	Sand City Consultant
Vibeke Norgaard	Sand City staff	Nick McIlroy	Sand City staff
Paul Dyson	Public	Matt Johnson	Public
Roland LeBrun	Public		

2. PUBLIC COMMENTS

Paul Dyson, resident, noted that he is in strong support for rail service plans and happy to write letters of support.

3. CONSENT AGENDA

M/S/C Carbone/ Church/ unanimous

3.1 Approved minutes of April 6, 2026, Rail Policy Committee meeting.

3.2 Received update on the Pajaro/Watsonville Multimodal Station Project.

3.3 Received update on the Highway 1 Elkhorn Slough Corridor Climate Resiliency project activities.

3.4 Received media clippings attached online.

END OF CONSENT AGENDA

4. ALLOWABLE USES WITHIN THE MONTEREY BRANCH LINE RIGHT-OF-WAY

The Committee provided directions to staff on whether TAMC should maintain its long-standing policy prohibiting development within the rail alignment of the Monterey Branch Line or allow greater flexibility for interim uses, while ensuring long-term preservation of future passenger rail services.

Mike Zeller, Director of Programming & Project Delivery, reported that Sand City is proposing to construct a multi-use trail and parking within the Monterey Branch Line right-of-way and has submitted a draft Use Agreement requesting long-term, exclusive rights to use portion of the corridor. The current proposal requires building parts of the trail and parking projects on top of the current track's alignment. He noted that the goal has been to maintain flexibility for long-term mass transit planning, generate revenue to cover Monterey-Branch Line maintenance costs, avoid costly future removal of improvements, and ensure the corridor remains intact as a unified transportation asset.

The Committee had the following input and comments related to the policies for the use of the Monterey Branch Line corridor by others:

- Consensus that agreements could have 20-year terms with extensions, but the policy should consider that term may be shorter for future agreements when we are closer to beginning a mass transit project.
- Consider preserving enough width and space
- Sand City understands that if rail is coming, they'll move their trail
- The draft use agreements will stipulate rail is primary use of corridor
- Primary use is transportation (rail), parking is a non-transportation use, treated as a lease subject to market rate rents, maintenance requirements
- Board can consider changing leasing rates
- Consider the draft agreement considers trail a transportation use and parking is treated separately as non-transportation use
- Consider memorializing in agreement instead of policy
- Concerns about institutional rail memory
- Consider incorporating committee input into real property policies
- Consider clear definition of preferred alignment within the corridor and clear deadlines, to prevent future conflicts over the use of the corridor

Public comment:

Roland LeBrun, member of public asked Agency staff to post maps for the Monterey Branch Line and the engineering standards.

Vibeke Norgaard, City of Sand City, noted that the city would prep for rail, clean it up and remove the tracks.

Michael Groves, City of Sand City consultant, mentioned that the project proponents support the rail project and will leave some signage that is a reminder of the history and the planned future rail service.

Executive Director Todd Muck highlighted that staff would bring back the Real Property Policies and the Use Agreement. He noted that the Active Transportation Plan deadline is June 22.

5. SALINAS RAIL KICK START PROJECT UPDATE

The Committee received an update on the Salinas Kick Start project.

Christina Watson, Director of Planning, reported on the Monterey County Rail Extension Project. She noted that the 30% Salinas layover facility track, and structure plans were submitted to Union Pacific in April. She mentioned that the final tenant on TAMC-owned property in Salinas has vacated the property and staff are preparing for demolition of that structure to allow for utility relocation along New Street. She noted that Amtrak's Americans with Disabilities Act (ADA) Platform upgrades at the Salinas train station are anticipated to begin construction this summer and is scheduled for a 12-month construction timeline. Ms. Watson noted that Monterey-Salinas Transit and the City of Salinas are collaborating on redesigning the Salinas train station parking lot to accommodate 12 MST buses.

6. COAST CORRIDOR RAIL PROJECT UPDATE

The Committee received an update on the planned increase in passenger rail service along the coast corridor between San Francisco and Los Angeles.

Andy Cook, Principal Transportation Planner, reported staff is coordinating with King City staff to transfer the existing design contract with RailPros to TAMC advance design review activities with Union Pacific Railroad, and execute a contract for environmental review. He noted that based on the design requirements, TAMC and King City staff directed RailPros to complete and resubmit 25% of design updates incorporating Union Pacific Railroad comments with Transportation Agency moves forwards to execute arrangements need to assume the lead agency role.

Mr. Cook noted that the Coast Rail Coordinating Council (CRCC) working group met virtually on April 17 and discussed proposed pilot passenger rail device on the Coast Route between San Francisco Bay Area and Los Angeles for the 2028 Olympic Games in Los Angeles, among other interagency reports and legislative updates. He noted that the next CRCC Policy meeting is scheduled for May 15, 2026, in Oakland.

Committee Member Daniels asked about the proposed pilot train for the Olympics. Mr. Cook replied that the frequency and operations have not been determined and the operators could be Capitol Corridor or the Pacific Surfliner. He noted one goal is for the service to show support for long-term operations scenarios to Salinas and San Luis Obispo.

7. CALIFORNIA PASSENGER RAIL SUMMIT

The Committee received an update on the 2026 Passenger Rail Summit.

Christina Watson, Director of Planning, reported that Transportation Agency staff and TAMC Board members attended the 2026 California Passenger Rail Summit in Sacramento April 29-May 1, 2026. The summit was a three-day, in person convening of intercity passenger rail professionals from across California.

Committee Member Daniels noted that it was a great Rail Summit. She noted that it was exciting to hear about the growth in intercity passenger rail connecting cities and with our extension, we would be connected to services to the North. Ms. Daniels mentioned that she was thinking about plans for service and the opportunity to acquire old trains when other agencies are retiring fleet in the process of upgrading their fleet technology.

Executive Director Todd Muck noted that it focused on California passenger rail and attendees were able to have one-on-one conversations with staff from existing operators.

Chair LeBarre noted that the increase in rail passenger ridership during the weekends is going gangbusters on all routes. He also noted that the state is making structural changes to support rail efforts. He noted that Shannon Simonds at Caltrans has been an amazing advocate for the Central Coast.

8. ANNOUNCEMENTS AND/OR COMMENTS FROM COMMITTEE MEMBERS

Committee Member Carbone announced that she attended the American Public Transit Association (APTA) Legislative Conference in Washington DC and was disappointed to hear that federal funds were taken from California's high-speed rail project.

9. ADJOURN

Chair LeBarre adjourned the meeting at 3:24 p.m.

Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant & Clerk of the Board
Meeting Date: May 27, 2026
Subject: **CORRESPONDENCE**

RECOMMENDED ACTION:

RECEIVE TAMC Correspondence for May 2026.

SUMMARY:**FINANCIAL IMPACT:****DISCUSSION:****ATTACHMENTS:**

None

WEB ATTACHMENTS:

- [May 20, 2026, letter to the TAMC Board of Directors, regarding: Dangerous conditions at Bixby Bridge, Big Sur from Teri Sherman.](#)
- [May 15, 2026, letter to U.S. Department of Transportation, Safe Streets and Roads for All \(SS4A\) Program regarding: Letter of Support for the Soledad Safer Streets and Crossings Project from TAMC Executive Director Todd Muck.](#)
- [May 12, 2026, letter to the TAMC Chair and Board Members, regarding: The recommended funding allocations for the Measure X Senior & Disabled Transportation Program from Jennifer Ramirez, Executive Director of Partnership for Children, serving children with serious illness and their families across Monterey, Santa Cruz, and San Benito Counties.](#)
- [May 12, 2026, letter to Buffy Wicks, Assembly Appropriations Committee Chair, Assembly District 14 regarding: AB 2168 \(Wicks\): Active Transportation Program: guidelines – Support if Amended from TAMC Executive Director Todd Muck.](#)
- [May 12, 2026, letter to Mark González Assembly Majority Whip, 54th District regarding: AB 1837 \(Mark González\) – Transit Bus Video Imaging for Parking Violations – SUPPORT from TAMC Executive Director Todd Muck.](#)
- [May 8, 2026, letter to Dave Cortese, Chair Senate Transportation Committee State Capitol, regarding: AB 1944 \(Lee\) – Zero-Emission Bus Weight Limits -SUPPORT from TAMC](#)

Executive Director Todd Muck.

- May 8, 2026, letter to Christopher Cabaldon Senator, 3rd Senate District regarding: SB 1087 (Cabaldon): Transportation planning: sustainable communities strategies: transportation funding programs – Support if Amended from TAMC Executive Director Todd Muck.
- May 8, 2026, letter to Toks Omishakin, Secretary California State Transportation Agency regarding: Support for Monterey-Salinas Transit District’s Salinas Operations and Maintenance Facility Development and High-Capacity Buses TIRCP Grant Application from TAMC Executive Director Todd Muck.
- May 1, 2026, letter to Lauren Sanchez, Chair California Air Resources Board regarding: Proposed Amendments to the Regulation for the California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms – Significant Concerns from TAMC Executive Director Todd Muck.
- April 28, 2026, letter to Changwoo Ha, Project Manager Department of Transportation Division of Rail and Mass Transportation regarding: Pajaro-Watsonville Multimodal Station Environmental Review (PPNO CP132) - Request for Time Extension to Period of Project Completion from TAMC Executive Director Todd Muck.
- April 16, 2026, letter to Ted Quach – Land Agent Via email: TPQ1@pge.com Land Rights Services Pacific Gas and Electric Company regarding: Income Tax Component of Contributions (ITCC): Salinas Ral Extension Project – New Street, Salinas – PG&E Job No. PMs 35313867 (Gas) & 35339408 (Electric) from TAMC Executive Director Todd Muck.

Memorandum

To: Board of Directors
From: Doug Bilse, Principal Engineer
Meeting Date: May 27, 2026
Subject: **State Route 68 Adaptive Traffic Signal Project Update**

RECOMMENDED ACTION:

RECEIVE an update on the State Route 68 Adaptive Signal Pilot Project.

SUMMARY:

Adaptive traffic signal technology has recently been activated along nine intersections on State Route 68 as part of a five-year pilot program. A preliminary analysis was done on the adaptive operations to reflect typical conditions when local schools are in session. Early results show improved travel times in the prime direction of traffic flow during peak commute times.

FINANCIAL IMPACT:

The Board previously authorized \$1.2 million for Caltrans to conduct a five-year adaptive signal pilot project. The Miovision adaptive traffic signal system was procured by Caltrans last year, and adaptive operations were implemented on May 5, 2026. This investment represents a lower-cost strategy compared to the significantly higher capital costs associated with constructing roundabouts.

DISCUSSION:

The State Route 68 corridor includes nine signalized intersections that experience significant congestion during peak commute periods. With funding from the Transportation Agency, Caltrans procured a system from Miovision designed to improve traffic flow using real-time traffic data and technology incorporating artificial intelligence (AI). Unlike traditional signal timing, this adaptive system continuously adjusts to changing traffic conditions, allowing it to optimize traffic flow and respond to seasonal traffic fluctuations, special events, and incidents. The system is being evaluated as a five-year pilot program intended to provide real-world performance data while the Agency evaluates whether the benefits of roundabouts justify their cost relative to the adaptive signal system.

GHD is the traffic engineering firm that conducted a third-party evaluation of the adaptive signal project. This work included validating the Miovision monitoring system that relies on AI technology to make real-time adjustments to signal timing parameters. It is important to ensure the Miovision monitoring information is validated. This data is a crucial tool Caltrans will use to evaluate traffic conditions and make appropriate adjustments to the Miovision adaptive traffic signal system. GHD collected travel times by driving the corridor and recording vehicle speeds and travel times.

ATTACHMENT 1 illustrates data collected in the field for the westbound travel in the AM Peak commute hour. Because of costs, this type of field data is typically collected for only a few days during the peak commute hours. By contrast, the Miovision system continually collects travel time data and other performance measures that can easily be retrieved. **ATTACHMENT 2** illustrates Miovision travel time data collected over an entire day. By comparing this travel time data, GHD and

staff validated the use of the Miovision data for before-and-after analysis.

To determine if the adaptive signal operations improved performance, GHD collected “before” data in March 2026 and compared it to “after” data collected twice in May following implementation. This analysis needed to be completed prior to local schools going on summer break to avoid comparing travel patterns that are typically more variable through the summer. This field data matched closely to the Miovision data (See **TABLE 1** below). During the morning commute, the adaptive system reduced travel times in the primary direction of travel (westbound from Salinas towards the Monterey Peninsula) by over 4 minutes. Average speed is another way of interpreting the improvement, and the average westbound speed during the morning commute increased from 19.5 mph to 21.6 mph due to adaptive signal operations. During the afternoon commute, the adaptive system reduced travel times in the primary direction of travel (eastbound from the Monterey Peninsula towards Salinas) by a little under 1 minute. The average travel speed eastbound during the afternoon commute increased from 30.3 mph to 31.1 mph after adaptive signal operations were implemented.

Table 1: Before and After Travel Time Results			
Scenario		Reduction in Travel Time	
		AM Peak Hour (min:sec)	PM Peak Hour (min:sec)
In-Field Data	Westbound	4:00	2:06
	Eastbound	0:12	0:48
Miovision Data	Westbound	4:20	3:00
	Eastbound	0:42	0:20

Importantly, travel time results significantly improved between the first and second weeks of operation and appear to be improving more in the third week. The project team verified that the adaptive system continually adjusts and optimizes signal timing, indicating that performance may continue to improve over time. Some increases in delay on side streets were also observed, and this is typical of signal plans that prioritize mainline traffic flow. By monitoring the signal operations during upcoming special events, Caltrans staff can assist the adaptive system quickly and smoothly adjust signal timing plans in response to changing driving patterns.

Caltrans staff and GHD consultant team did a notable job installing the Miovision system and collecting the before-and-after analysis prior to schools going on summer break. Caltrans can use the Miovision data to evaluate the system in depth over the next few months as the system completes the initial learning process. This adaptive signal pilot project is particularly important because it establishes a real-world benchmark for evaluating the proposed Phase I Scenic Route 68 Corridor Improvement Project, which includes constructing roundabouts at San Benancio Road, Corral de Tierra, and Laureles Grade. The six remaining intersections along the corridor are expected to remain signalized for the foreseeable future even if the Phase I roundabouts are built.

Preliminary results indicate that the Miovision adaptive signal system will improve traffic flow along

the corridor. The next appropriate time to evaluate signal operations is in the fall when school is back in session and typical driving patterns are prevalent.

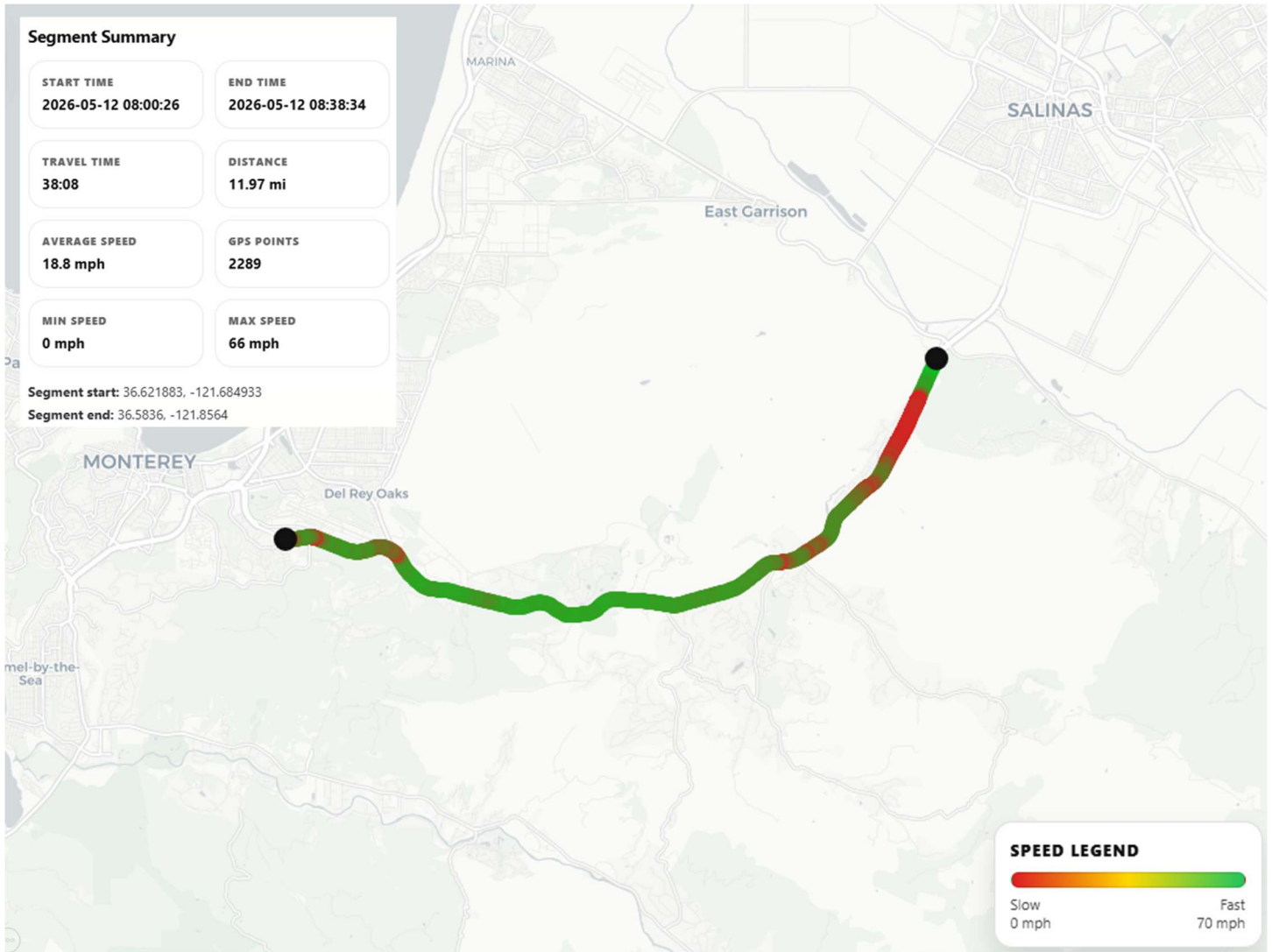
ATTACHMENTS:

1. Attachment 1- In-Field Travel Time Westbound AM Peak with Adaptive Operations
2. Attachment 2- Miovision Before and After Travel Time Data Eastbound

WEB ATTACHMENTS:

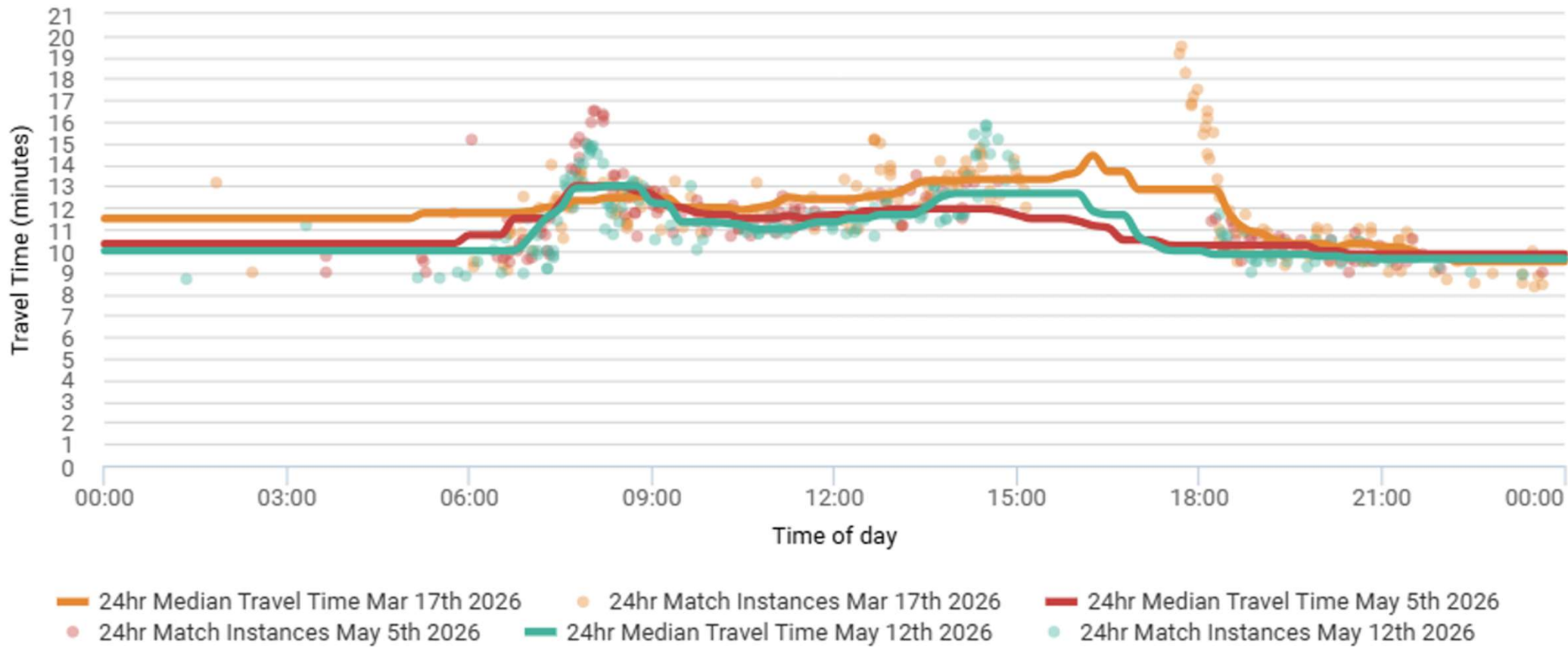
ATTACHMENT 1

Travel Time Collected in the Field by GHD Consultant Team
Adaptive Operations: 08:00 on May 12, 2026



Attachment 2: Miovision Eastbound Travel Time Data

Travel Time from Monterey Salinas Highway and Josselyn Canyon Rd to Monterey Salinas Highway and San Benancio Road



Memorandum

To: Board of Directors
From: Aaron Hernandez, Transportation Planner
Meeting Date: May 27, 2026
Subject: **Measure X Senior & Disabled Transportation Cycle 4 Award Recommendations**

RECOMMENDED ACTION:**Measure X Senior & Disabled Transportation Cycle 4 Award Recommendations**

1. **RECEIVE** presentation on Cycle 4 Award Recommendations;
2. **ADOPT** Resolution 2026-05, setting restrictions on, and programming, Cycle 4 Measure X Senior & Disabled Transportation Program of Projects for Fiscal Years 2026/27 through 2028/29 as follows:
 - i. \$1,116,300 to Independent Transportation Network (ITN) Monterey County,
 - ii. \$526,328 to Alliance on Aging,
 - iii. \$50,244 to City of Greenfield
 - iv. \$67,128 to Veterans Transition Center
 - v. \$100,000 to Blind & Visually Impaired Center
3. **AUTHORIZE** the Executive Director or his designee to execute Measure X Senior & Disabled Transportation Grant agreements.

SUMMARY:

The Transportation Agency received ten Senior and Disabled Transportation Program Cycle 4 applications. A grant review committee has reviewed the applications, and the Measure X Citizens Oversight Committee has provided a recommendation of funding five proposals to the Board.

FINANCIAL IMPACT:

At their October 22, 2025 meeting, the Transportation Agency Board of directors adopted the Program Guidelines for the use of \$1.86 million in Measure X funds for Cycle 4, covering fiscal years 2026/27, 2027/28, and 2028/29. The total request for funds came at \$3.9 million above the \$1.86 million Measure X funds available for Cycle 4. The final award amount is based on the Measure X Citizens Oversight Committee recommendation.

DISCUSSION:

As outlined in the Policies and Project Descriptions for the Transportation Safety and Investment Plan, the Senior and Disabled Transportation Program is designed to expand transportation options for seniors and individuals with disabilities. The program supports their ability to live independently and remain active in their homes and communities.

Program funding is directed toward nonprofit transportation services that serve these populations. The program is intended to:

1. Increase transportation services for seniors and persons with disabilities to support their ability to live independently in their homes and communities.
2. Fund non-profit transportation to support seniors and persons with disabilities.
3. Provide the following benefits:
 - Give seniors more transportation options
 - Support independent travel by people with disabilities
 - Provide safer and more reliable senior transportation services

For Cycle 4, the Transportation Agency received ten grant applications. Staff determined that all applications were complete and met the Program Guidelines.

A grant review committee comprised of members of the Measure X Oversight Committee, the MST Mobility Advisory Committee, and Transportation Agency staff conducted an initial evaluation of the applications. Based on this review, the committee identified the top seven applicants to advance to on-site field interviews.

Following the interviews, the committee evaluated and ranked the applications using the established scoring criteria outlined in the Cycle 4 Program Guidelines (Web Attachment 1), including:

- Program Purpose and Goals
- Program Benefits
- Feasibility
- Geographic Equity
- Cost Effectiveness

Based on this, the applicants were ranked in the following order:

1. ITN Monterey County
2. Alliance on Aging
3. City of Greenfield
4. Veterans Transition Center
5. Blind & Visually Impaired Center
6. Partnership for Children
7. Kernes Memorial Pool
8. Art Abilities
9. Hope Services
10. Community Bridges

Applicants requested a combined total of \$5,758,119—exceeding the \$1.86 million available for Cycle 4 by \$3,898,119. This made Cycle 4 the most competitive funding round to date. A summary of proposals and rankings is included in Attachment 1.

On April 21, 2025, the Measure X Oversight Committee reviewed the grant review committee's recommendations and endorsed funding for five applicants. Some applicants—such as the Veterans Transition Center and the Blind & Visually Impaired Center—were recommended for partial funding amounts due to scoring outcomes. All such applicants confirmed that their programs would proceed without significant changes.

Most recommended applicants have received funding in prior cycles. An exception is the City of Greenfield, which represents the first public agency to participate through a partnership with a 501(c)(3) nonprofit, as required by program guidelines. In this case, the City partnered with ITN Monterey County to implement a city-administered voucher program, allowing seniors in Greenfield to access transportation services at a reduced cost.

Due to limited funding and a highly competitive process, two returning applicants (Partnership for Children and Kernes Memorial Pool) were not selected for funding. Although both proposals were complete, competitive, and advanced to the interview stage, they ranked lower than other applications in key areas such as demonstrated need and program benefits.

The grant review committee applied the program's core goals consistently during scoring, particularly the emphasis on expanding transportation options and improving safety and reliability for seniors and individuals with disabilities.

The Measure X Oversight Committee acknowledged that this outcome may result in unmet transportation needs that these organizations had previously helped address.

Attachment 2 is Resolution 2023-09, setting restrictions on, and programming, Cycle 3 Measure X Senior & Disabled Transportation Program of Projects for Fiscal Years 2023/24 through 2025/26 as follows:

- i. \$1,116,300 to Independent Transportation Network (ITN) Monterey County,
- ii. \$526,328 to Alliance on Aging,
- iii. \$50,244 to City of Greenfield
- iv. \$67,128 to Veterans Transition Center
- v. \$100,000 to Blind & Visually Impaired Center

To date, approximately \$283,772.80 has not been claimed from Cycle 4 funds. A summary of the remaining Cycle 4 funds is **web attachment 2** to this report. Current grantees have until June 30, 2026 to expend the funds, with the final claim documentation due by July 31, 2026.

ATTACHMENTS:

1. Cycle 4 Grant Request and Rankings
2. Resolution 2026-05 - Measure X Senior and Disabled Program of Projects

WEB ATTACHMENTS:

1. [Cycle 4 Program Guidelines](#)
2. [Cycle 3 Funds Remaining](#)



Measure X Senior & Disabled Transportation Program

Grant Request and Rankings for Cycle 4 (Fiscal Years 2026/27, 2027/28, and 2028/29)

Applicant	Project Title	Project Summary	Rank	Total Project Cost	Total Grant Request	Total Grant Award
ITN Monterey County	Driving Connections: Enhancing Dignified Mobility for Seniors and Visually Impaired Adults Across Monterey County with a Focus on Underserved, Rural Communities	Provide 24 hours/7 days-a-week, arm-through-arm, door-through-door transportation to help seniors and visually impaired adults to remain independent and active in Monterey County. Continue expansion of NorthLine and Valley programs.	1	\$2,523,150	\$1,191,300	\$1,116,300
Alliance on Aging	Senior Transportation Coordination	Provide transportation outreach and training to senior service providers and senior residents. Ensure growth of ITN Valley Line and North Line, assist seniors navigate MST's Better Bus Network, coordinate senior bus/field trips with MST, enroll senior & disabled individuals to specialized transportation services.	2	\$580,017	\$536,631	\$526,328
City of Greenfield	Senior and Disabled Transportation Voucher Program	Implement a city administered voucher program for Greenfield senior for affordable access to ITNMontereyCounty door-to-door transportation services	3	\$55,473	\$50,244	\$50,244
Veterans Transition Center	RIDES - Reliable Independent Delivery and Essential Support	Provide transportation to senior and disabled veterans that reside at VTC residence with the purchase of a rear entry SUV.	4	\$225,538	\$112,888	\$67,128
Blind & Visually Impaired Center	Travel Skills Training for Visually Impaired Individuals and Seniors with Vision Loss	Provide Orientation & Mobility training to seniors and individuals with vision loss. Fund two O&M specialists that provide individualized, small group, and in-home travel training.	5	\$297,000	\$200,000	\$100,000
Partnership for Children	Transportation to Medical Care Services for Children Living with Serious Illness	Two-tiered transportation to medical care for children living with serious illness. First tier – direct rides to medical care for families are unable to make independent travel. Second tier – gas card subsidy program for families unable to afford costs of independent travel.	6	\$1,113,021	\$491,194	No Award

Kernes Memorial Pool	Transportation subsidies for Senior and People with Disabilities to Receive Therpeutic Aquatic Services at the Josephine Kernes Memorial Pool	Transportation subsidy program to provide accessible transportation to attend therapeutic aquatic appointments at Kernes Pool.	7	\$239,310	\$163,455	No Award
Art Abilities	Transoprtation for Individuals with Disabilities to Access Art Abilities Program	Purchase a passenger van to provide disability-informed transportation for individuals including seniors with intellectual and developmental disabilities participating in Art Abilities program services.	8	\$406,800	\$361,800	No Award
Hope Services	Vehicles for Transportation People with Developmental Disabilities in Monterey County	Provide transportation at no cost for all participants in Hope Services with developmental disabilities. Replace all 17 fleet vehicles throughout the next 3 to 4 years.	9	\$843,200.80	\$790,607	No Award
Community Bridges	Connected Monterey Mobility Initiative	Expand specialized transportation services for seniors and individuals with disabilities throughout Monterey County by dedicating three full-time drivers from its Lift Line service to provide free, ADA-compliant, door-to-door transportation.	10	\$1,860,000	\$1,860,000	No Award
TOTAL (Measure X) Grant Request					\$5,758,119	\$1,860,000
Cycle 4 Amount Available					\$1,860,000	\$1,860,000
Excess Amount					\$3,898,119	\$0

*Per the program guidelines, funds not expended in the current funding cycle will be carried forward and made available in future cycles.



**RESOLUTION NO. 2026-05
OF THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)**

***ADOPTION OF THE MEASURE X SENIOR AND DISABLED TRANSPORTATION PROGRAM OF
PROJECTS FOR FISCAL YEARS 2026/27, 2027/28, AND 2028/29***

WHEREAS, the Transportation Agency for Monterey County is designated as the Regional Transportation Planning Agency responsible for programming regional transportation funding; and

WHEREAS, on November 8, 2016 the voters of Monterey County approved 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, the Senior and Disabled Transportation Services Program is part of the Regional Safety, Mobility and Walkability Measure X Program; and

WHEREAS, the purpose of this program is to increase transportation services for seniors and persons with disabilities to support this ability to live independently in their homes and communities; and

WHEREAS, this program is intended to fund non-profit transportation to support seniors and persons with disabilities, per Measure X policies; and

WHEREAS, on October 22, 2025 the Transportation Agency Board of Directors adopted Measure X Senior and Disabled Transportation Program Grant Guidelines, which included eligibility guidelines and policies, the establishment of a Competitive Grants program and Call for Projects; and

WHEREAS, the Measure X Citizens Oversight Committee nominated committee members to serve on the Measure X Senior and Disabled Transportation Program Grants Review Committee, which evaluated and scored each of the Grants applications received from the non-profit organizations; and

WHEREAS, the Measure X Citizens Oversight Committee have recommended approval of the Measure X Senior and Disabled Transportation Program of Projects, which is attached hereto as Attachment 1 and incorporated fully by this reference; and

WHEREAS, the projects in Attachment 1 are recommended to receive Measure X funds are in compliance with the Transportation Safety and Investment Plan Ordinance.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of the Transportation Agency for Monterey County hereby adopts, authorizes and approves the Cycle 4 Measure X Senior and Disabled Transportation Program of Projects for Fiscal Years 2026/27 through 2028/29 as identified in Attachment 1 in accordance with this Resolution; and
2. No claims for Cycle 4 Measure X Senior and Disabled Transportation Program funds shall be paid until each claimant executes a Grant Agreement with the Transportation Agency for Monterey County and complies with all the requirements listed on the Measure X Senior and Disabled Transportation Program Guidelines approved by the Transportation Agency Board of Directors on October 22, 2025.
3. The Executive Director or his designee is authorized to execute Measure X Senior & Disabled Transportation Grant agreements, subject to Agency counsel approval.

PASSED AND ADOPTED by the Transportation Agency for Monterey County, State of California this 22nd day of May 2026, by the following votes:

AYES:

NOES:

ABSENT:

**CHAPS PODURI, CHAIR
TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

ATTEST:

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

Attachment 1 to Resolution 2026-05

Cycle 4 Measure X Senior and Disabled Transportation Program of Projects

Applicant	Project Summary	Total Project Cost	Total Grant Funding
ITN Monterey County	Provide 24 hours/7 days-a-week, arm-through-arm, door-through-door transportation to help seniors and visually impaired adults to remain independent and active in Monterey County. Continue expansion of NorthLine and Valley programs.	\$2,523,150	\$1,116,300
Alliance on Aging	Provide transportation outreach and training to senior service providers and senior residents. Ensure growth of ITN Valley Line and North Line, assist seniors navigate MST's Better Bus Network, coordinate senior bus/field trips with MST, enroll senior & disabled individuals to specialized transportation services.	\$580,017	\$526,328
City of Greenfield	Implement a city administered voucher program for Greenfield senior for affordable access to ITNMontereyCounty door-to-door transportation services	\$55,473	\$50,244
Veterans Transition Center	Provide transportation to senior and disabled veterans that reside at VTC residence with the purchase of a rear entry SUV.	\$225,538	\$67,128
Blind & Visually Impaired Center	Provide Orientation & Mobility training to seniors and individuals with vision loss. Fund two O&M specialists that provide individualized, small group, and in-home travel training.	\$297,000	\$100,000

Memorandum

To: Board of Directors
From: Alissa Guther, Associate Transportation Planner
Meeting Date: May 27, 2026
Subject: **North Monterey County Regional Transportation Vulnerability Assessment Project Overview and Results**

RECOMMENDED ACTION:

RECEIVE North Monterey County Regional Transportation Vulnerability Assessment Project Overview and Results.

SUMMARY:

The North Monterey County Regional Transportation Vulnerability Assessment is a document that identifies and assesses hazards related to climate (flood, wildfire, landslide, etc.) that impact the north Monterey County area transportation network. The document then uses that data, in conjunction with public engagement, to prioritize vulnerable road areas for future improvements.

FINANCIAL IMPACT:

In August 2023, TAMC was awarded a Caltrans Climate Adaptation Planning grant in the amount of \$378,023 for a Monterey County Regional Transportation Vulnerability Assessment, matched with \$48,977 in Agency Rural Planning Assistance funds for a total project budget of \$427,000. Of that total project budget, \$357,078 was allocated for consultant services to Pathways Climate Institute, with the remaining \$69,922 set aside for project administration and TAMC staff role in the project tasks.

DISCUSSION:

The Regional Transportation Vulnerability Assessment (RTVA) evaluates how climate-related hazards are affecting and will continue to affect the transportation system in North Monterey County. The assessment identifies a range of current and future hazards, including: extreme precipitation, riverine flooding, coastal flooding, sea level rise, groundwater rise, landslides, wildfire, and post-wildfire debris flows; and analyzes how these hazards interact with transportation infrastructure across multiple time horizons and climate scenarios. Findings indicate that precipitation-based hazards, particularly riverine and rainfall-runoff flooding along the Pajaro and Salinas Rivers, are the dominant drivers of transportation vulnerability under existing conditions. Chronic flooding occurs regularly during winter storm events, disrupting mobility, increasing travel times, and limiting access to essential services for local residents.

The assessment demonstrates that climate change will significantly alter risk conditions over time. While flooding remains the primary concern today, rising sea levels and coastal processes are expected to intensify impacts after mid-century, leading to more frequent coastal and high-tide flooding and compounding inland flood risks. In addition, rising groundwater levels associated with sea level rise will reduce soil infiltration capacity, increasing the speed and extent of surface flooding

while accelerating deterioration of roadway infrastructure. Inland and higher-elevation areas, which currently experience fewer impacts, are projected to face increasing risks later in the century from hazards such as landslides, wildfires, and post-fire debris flows as precipitation variability and extreme weather intensify.

Exposure and vulnerability analyses show that transportation assets located in low-lying coastal and riverine areas are particularly at risk, with local roads representing the largest share of exposed infrastructure. Over 60 miles of local roads currently fall within FEMA flood zones, and additional segments are projected to be affected by coastal flooding, high tides, and groundwater rise in the future. Critical corridors (including Highway 1, State Routes 156 and 183, and key local roads such as Castroville Boulevard, Elkhorn Road, and Moss Landing Road) are vulnerable to multiple hazards, which can result in road closures, detours, and system-wide disruptions. These impacts affect not only vehicular travel but also transit service reliability, emergency response, and the movement of goods, particularly for the region's agricultural economy.

The assessment also highlights important social and equity considerations. Vulnerability is not evenly distributed across the region, with disadvantaged and rural communities—many of which rely on limited transportation options—experiencing disproportionate impacts from flooding and roadway disruptions. Community engagement confirmed that recurring flooding leads to missed work, limited access to schools and services, and, in some cases, temporary isolation. Traffic demand and the need to maintain reliable transportation access for disadvantaged populations were consistently identified as top priorities in evaluating risk and developing adaptation strategies.

Overall, the RTVA provides a data-driven foundation for prioritizing transportation investments and adaptation projects. By combining hazard exposure, infrastructure vulnerability, and community priorities, the assessment identifies the most at-risk roadway segments and establishes a framework for targeting improvements that enhance system resilience. The findings support a proactive approach to integrating climate considerations into transportation planning, emphasizing near-term action to address existing flooding issues while also preparing for long-term climate impacts through multi-jurisdictionally coordinated, multi-benefit adaptation strategies.

ATTACHMENTS:

None

WEB ATTACHMENTS:

- [North Monterey County Regional Transportation Vulnerability Assessment](#)

Memorandum

To: Board of Directors

From: Jefferson Kise, Director of Finance & Administration, Michael Zeller, Director of Programming & Project Delivery

Meeting Date: May 27, 2026

Subject: **Final Overall Work Program, Budget, and Integrated Funding Strategy**

RECOMMENDED ACTION:**Fiscal Year 2026/27 Budget & Overall Work Program:**

1. **APPROVE** Resolution 2026-06 adopting the fiscal year 2026/27 budget and estimated budgets for fiscal years 2027/28 and 2028/29 and the Overall Work Program for FY 2026/27, and;
2. **APPROVE** the 2026 Integrated Funding Strategy.

SUMMARY:

This action results in the recommendation to adopt the Agency's final Budget, Overall Work Program and Integrated Funding Strategy for fiscal year 2026/27, including federal, state and local grant authorizations and certifications, and out year budgets for fiscal years 2027/28 and 2028/29. In February, the Board adopted the draft budget. This final budget makes changes to reflect the latest information on revenues and expenditures.

FINANCIAL IMPACT:

The Transportation Agency gets the majority of its funding from state sources. The funding is usually specific to the project or program for which it is granted and cannot be used to cover expenditures on a different project or program. The use of state planning funds is approved by Caltrans in the annual Overall Work Program.

The Agency's budget separates expenditures into operating and direct programs. Operating expenditures include salaries and benefits, materials and services, and equipment. Direct program expenditures for outside consultants, construction contracts, and ongoing project and program delivery with continuous funding, such as Freeway Service Patrol and Call Boxes, are in the Agency's budget and the Overall Work Program. Regional projects such as the Monterey County Rail Extension and Measure X programs are now listed in the Integrated Funding Strategy. The two documents are intended to complement each other, but not necessarily add up. Agency staff time spent working on regional projects continues to be included in the Agency's budget. Direct expenses for these regional projects are only included in the Integrated Funding Strategy.

Operating: The proposed fiscal year 2026-2027 operating expenditure budget is \$5,254,308, a net increase over fiscal year 2025-2026 of \$727,134 (16.1%).

Direct Program: The proposed fiscal year current direct program expenditure budget is \$5,726,110,

an increase over fiscal year 2025-2026 of \$532,814 (10.3%). This increase is primarily due to the Elkhorn Slough Climate Resiliency study and Sustainable Communities State funding.

DISCUSSION:

Three-Year Budget:

Attachment 1 is the budget for the three-year period from July 1, 2026, to June 30, 2029. When compared to the current year, the FY 2026-2027 operating budget reflects several significant cost items: additional rent for the new office location, implementation and licensing costs for Enterprise Resource Planning software and enhanced security software, and the additional Transportation Planner position approved by the Board in February 2026. The budget reflects investing in the systems, physical space and professional staff to support the agency's programming activities for many years to come.

Operating Revenues:

The Agency receives regular state planning and related operating funds from three primary state sources: Rural Planning Assistance (RPA); Planning, Programming and Monitoring funds; and Local Transportation Funds. Historically, Measure X administrative fees were budgeted at 1% of the originally forecasted revenues of \$20,000,000. The resulting \$200,000 agency forecasted revenue is well below the actual administrative fees collected, resulting in a \$1.4 million unencumbered surplus. For FY26/27, Measure X administrative revenue is being budgeted to be \$400,000 reflecting administrative activities anticipated for the year. This is the same amount as was budgeted for FY 25/26. TAMC receives funding related to specific project and program administration from several sources, which are estimated conservatively: Service Authority for Freeways and Expressways program; state rail project grants; Measure X project/program funds; and railroad lease revenues. Staff will continue to budget staff time for grants, such as the Safe Routes to School and the climate resiliency studies. The RPA revenue increased last year to \$584,000 from \$422,000 reflecting recent revisions to the state's allocations. Staff time will be billed to all of these revenue sources, and expenditures will be tightly controlled.

Through FY23/24 the Transportation Agency subsidized the activities of the Regional Impact Fee Agency by only charging \$10,000 per year for administration, while incurring nearly double that in expenses. In the FY24/25 budget, the fee was doubled to \$20,000 to pay for operating expenses, which is closer to the annual cost to the Transportation Agency for this activity. Staff continues to monitor staff costs relative to the funding level.

Potential revenue risks to the agency include a reduction in annual state planning fund allocations. No state planning fund source is forecasted to be reduced over the three-year period covered in this budget. Should major revenue reductions occur, the agency would have to reevaluate its revenues, costs, and mission to determine essential vs. discretionary activities. Billing staff time to specific projects, when possible, will continue to be a priority.

Operating Expenses:

Staff has been working on evaluating the agency's financial and human resources management systems. The independent needs assessment performed in 2025 demonstrated the platforms that appear to be the best fit for the agency's present and future needs and requires additional funding commitments for implementation and annual licensing costs. The budget allows for \$300,000 in vendor implementation costs, \$100,000 for the needs assessment consultant to continue as project manager, and \$60,000 per year in licensing.

The agency's lessor has given notice that the current lease will not be renewed, which means the

agency must have new office space by the end of 2027. The FY26/27 & FY27/28 budgets reflect the duplicate rental expense of both the current office and Taylor Building spaces, and the FY 26/27 capital budget reflects \$1,500,000 in leasehold improvement costs based upon the Ausonio study performed in the Fall of 2025. The agency is negotiating for financial assistance from Taylor Farms on both the duplicate rent and leasehold improvement costs.

A 3.0% cost of living allowance is proposed for FY 26/27, which is down from the 3.8% approved for FY25/26 and reflects the continued reduced inflationary impacts of the COVID recovery stimulus policies. However, current events in the Middle East have reversed this trend in inflation. At this time, a 3% COLA is aligned with Central Coast municipal agreements, California CPI-U trends, and CalPERS long-term inflation assumptions. Each percentage point change in salary equates to \$31,773 per year in wages and fringe benefits costs in TAMC's budget. Merit increases and promotions will continue to be available, subject to performance. The materials and services budget reflects increased costs associated with a new accounting system, an increase in legal bill rates from the county, and costs associated with planning and selecting a new office.

The budget position control report reflects a new Transportation Planner position to support the volume of active transportation, rail, and climate resiliency projects approved by the Board in February 2026. The agency continues to budget for two part-time internships.

The agency has offered a Section 125 cafeteria plan for Health Insurance since FY10/11. Employees have the flexibility to choose from several plans that are offered by CalPERS. In order to partially offset continued premium cost increases, a 5% increase to TAMC's cafeteria plan health allowance is proposed, which would result in an increase of \$120.00 per month for general employees and \$159.59 per month for management. The cash-out allowance amount will remain at \$375 in order to be in compliance with statutory regulations.

The Agency's contribution to CalPERS in FY 26/27 is projected to be less than last year. The Agency paid off its side-fund liability in December 2013 and made a sizable payment towards its unfunded liability in June 2016 and again in FY25/26. These factors help in keeping contributions lower than they would otherwise have been. The Public Employees' Pension Reform Act of 2013 continues to help curtail the agency's costs in the future due to the establishment of a 2nd tier, 3-year averaging, and required sharing of employee contributions with future new members. All Agency employees pay a minimum contribution of 3.5% towards their CalPERS. These contributions help cover increases in CalPERS retirement costs and have brought the member share by employees at the payment percentage recommended in the pension reform law.

Direct Program:

Consultant work on projects and programs are funded out of the Direct Program budget. For example, the traffic counts program is funded by the Regional Surface Transportation Program. Public Outreach, and State and Federal legislative costs are funded from the unassigned reserve. Regional Development Impact Fees have been designated by Board action to pay for project costs related to Highway 156 improvements and the Highway 68 Monterey to Salinas Scenic Highway corridor. The budgeting process was changed in FY 21/22 so that large capital expenditures, e.g., the Monterey County Rail Extension project, are incorporated into the Integrated Funding Strategy, while ongoing programs and smaller expenditures, e.g., Freeway Service Patrol (FSP) and the travel demand management program "Go831", remain in the budget. As a result of good fiscal management, the Agency has added to its reserve in past years. As designated in its Governmental Accounting Standards Board (GASB) 54 fund balance policy, the Agency will continue to maintain a minimum of a six-month operating budget balance in its undesignated reserve. As requested by the Executive Committee, any excess over the six-month level is designated as a "contingency" fund to cover short-term revenue shortfalls or unanticipated expenses. A portion of the undesignated

contingency fund is forecast to be used in some of the three budget years for Operating and Direct Program activities.

Overall Work Program:

The annual Agency Overall Work Program describes the activities to be accomplished during the fiscal year beginning July 1 and ending June 30. The full OWP is online as a web attachment; the OWP Summary is **Attachment 2**; and **Attachment 3** are the OWP highlights. After the draft Overall Work Plan was approved by the Transportation Agency Board of Directors at their February meeting, the draft plan was submitted to Caltrans, who reviewed the document and provided comments on the state-funded activities in the plan. Agency staff then incorporated comments from Caltrans, as well as comments received from the Transportation Agency Board, into the final proposed Overall Work Program (**Web Attachment 1**).

Integrated Funding Strategy:

The Agency's initial Integrated Funding Strategy was designed to identify projects and programs that will be strong candidates for specific matching fund programs, and to identify a funding pathway to bring projects to construction over the next five years. The primary sources of funding included in the Integrated Funding Strategy are the regional share of Measure X, Monterey County's share of the State Transportation Improvement Program, and the various Senate Bill 1 formula and grant funding programs.

The draft 2026 Integrated Funding Strategy (**Attachment 4**) provides updates with the latest funding and timing information for the projects and programs. This strategy includes a few additional projects to be consistent with staff work identified in the budget and work program.

Project development phases do not naturally follow the Agency's July 1 to June 30 fiscal year calendar. Past Agency budgets included direct project costs, such as property acquisitions for the Monterey County Rail Extension. These costs would often carry over from year-to-year, artificially inflating the Agency's direct budget. The Integrated Funding Strategy covers all expenses associated with a given project. More closely aligning the Integrated Funding Strategy with the Budget and Overall Work Program provides a summary of the project's and program's timing and funding while allowing the Budget and Overall Work Program to focus on the Agency's planning activities and ongoing programs, e.g., Freeway Service Patrol, Call Boxes, and the Regional Vision Zero program.

The next steps in the process are to present the final budget, Overall Work Program, and Integrated Funding Strategy in May to the Executive Committee for review and the Board of Directors for adoption.

ATTACHMENTS:

1. TAMC Budget FY 2026-2027 Final
2. FY26-27 Overall Work Program - Summary
3. FY26-27 Overall Work Program - Highlights
4. 2026 Integrated Funding Strategy
5. 2026-06 Budget OWP Resolution

WEB ATTACHMENTS:

- [FY26-27 Overall Work Program - FINAL](#)

**TRANSPORTATION AGENCY
FOR MONTEREY COUNTY**

**3 YEAR
BUDGET**

FISCAL YEARS

2026 - 2027

to

2028 - 2029

TAMC-3 YEAR BUDGET JULY 1, 2026 - JUNE 30, 2029

TOTAL REVENUE & EXPENDITURES - SUMMARY

SOURCE OF REVENUE/EXPENDITURE	FY PLAN	FUTURE 3 YR BUDGET			% CHANGE FY 26/27 BUDGET vs FY 25-26 APPROVED
	FY 25/26 Approved	FY 26/27 Estimated	FY 27/28 Estimated	FY 28/29 Estimated	
Operating Revenue	\$4,527,174	\$5,254,308	\$5,339,445	\$5,557,837	16.1%
Direct Program Revenue	\$5,193,296	\$5,726,110	\$6,469,000	\$7,005,000	10.3%
TOTAL REVENUE	\$9,720,470	\$10,980,417	\$11,808,445	\$12,562,837	13.0%
Operating Expenditures	\$4,527,174	\$5,254,308	\$5,339,445	\$5,557,838	16.1%
Direct Program Expenditures	\$5,193,296	\$5,726,110	\$6,469,000	\$7,005,000	10.3%
TOTAL EXPENDITURES	\$9,720,470	\$10,980,418	\$11,808,445	\$12,562,838	13.0%
REVENUE MINUS EXPENDITURES	\$0	\$0	\$0	\$0	

TAMC-3 YEAR BUDGET JULY 1, 2026 - JUNE 30, 2029

OPERATING REVENUE

SOURCE OF REVENUE/EXPENDITURE	FY PLAN	FUTURE 3 YR BUDGET			% CHANGE	\$ CHANGE
	FY 25/26 Approved	FY 26/27 Budget	FY 27/28 Estimated	FY 28/29 Estimated	FY 25/26 BUDGET vs FY 24-25 APPROVED	FY 25/26 BUDGET vs FY 24-25 APPROVED
OPERATING REVENUE						
FEDERAL PLANNING GRANTS						
Monterey County Regional Vision Zero Plan	\$ -	\$ 109,838	\$ -	\$ -		\$109,838
SUB TOTAL FEDERAL GRANTS	\$ -	\$ 109,838	\$ -	\$ -		\$109,838
STATE PLANNING GRANTS						
Local Transportation Fund	\$ 908,485	\$ 908,484	\$ 908,485	\$ 908,485	0.0%	-\$1
Planning, Programming & Monitoring	\$ 226,727	\$ 226,727	\$ 277,000	\$ 277,000	0.0%	\$0
Rural Planning Assistance	\$ 502,938	\$ 545,800	\$ 545,000	\$ 545,000	8.5%	\$42,862
Complete Streets Project Implementation/SRTS-RSTP TAMC	\$ 159,701	\$ 136,440	\$ 88,000	\$ 88,000	-14.6%	-\$23,261
N. Monterey Cnty Regional Transp Vulnerability Assessment	\$ 23,267	\$ -	\$ -	\$ -	-100.0%	-\$23,267
North Monterey County SRTS	\$ 38,798	\$ -	\$ -	\$ -	-100.0%	-\$38,798
Elkhorn Climate Resiliency	\$ 66,667	\$ 127,928	\$ -	\$ -	91.9%	\$61,261
Rail Extension to Salinas-Operating	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000	0.0%	\$0
Rail to Salinas	\$ -	\$ 165,362	\$ 145,000	\$ 145,000		\$165,362
ADA access program	\$ 9,000	\$ 14,869	\$ 9,000	\$ 9,000	65.2%	\$5,869
ATP Cycle 5 Broadway Ave Complete Street Corridor	\$ 31,677	\$ 60,046	\$ 65,000	\$ 35,000	89.6%	\$28,369
ATP Cycle 6 Alisal Safe Routes to School	\$ 32,263	\$ 28,434	\$ 45,000	\$ 30,000	-11.9%	-\$3,829
ATP Cycle 6 Harden Parkway Safe Routes to School	\$ 8,203	\$ 21,526	\$ 35,000	\$ 30,000	162.4%	\$13,323
ATP Cycle 6 San Antonio Path & Safe Routes to School	\$ 137,697	\$ 110,567	\$ 95,000	\$ 18,373	-19.7%	-\$27,130
ATP Cycle 6 FORTAG & SRTS	\$ -	\$ 15,232	\$ 45,000	\$ 45,000		\$15,232
ATP Cycle 7 Saint John St	\$ -	\$ 4,062	\$ 51,330	\$ 51,330		\$4,062
Pajaro/Watsonville Multimodal Station	\$ 101,179	\$ 194,543	\$ 150,000	\$ 150,000	92.3%	\$93,364
CalTrans Planning Grant	\$ -	\$ -	\$ 50,000	\$ 50,000		\$0
Vision Zero	\$ -	\$ -	\$ 50,000	\$ 50,000		\$0
SB125	\$ 40,571	\$ 32,272	\$ 100,000	\$ 125,000	-20.5%	-\$8,299
King City MMTc	\$ -	\$ 162,480	\$ 178,728	\$ 214,474		\$162,480
SUB TOTAL STATE GRANTS	\$ 2,562,173	\$ 3,029,772	\$ 3,112,543	\$ 3,046,662	18.3%	\$467,599
LOCAL PLANNING CONTRIBUTIONS						
Regional Transportation Planning Assessment	\$ 243,076	\$ 243,076	\$ 243,076	\$ 243,076	0.0%	\$0
Impact Fee - Program Administration	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	0.0%	\$0
Sales Tax Administration Fees	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	0.0%	\$0
Measure X Projects/Programs	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	0.0%	\$0
TDA 2% Funds	\$ 47,227	\$ 47,227	\$ 47,227	\$ 47,227	0.0%	\$0
Climate Resiliency -Measure X match	\$ 11,091	\$ -	\$ 8,000	\$ 8,000	-100.0%	-\$11,091
Salinas Valley SRTS-Measure X match	\$ -	\$ -	\$ -	\$ -		\$0
Marina Rec Rail	\$ 1,238	\$ -	\$ 1,500	\$ 3,000	-100.0%	-\$1,238
ATP Cycle 6 FORTAG & SRTS - Match	\$ -	\$ 23,079	\$ -	\$ -		\$23,079
N. Monterey Cnty SRTS - Measure X Match	\$ 3,723	\$ -	\$ 7,390	\$ 18,475	-100.0%	-\$3,723
SUB TOTAL LOCAL FUNDS	\$ 1,626,355	\$ 1,633,382	\$ 1,627,193	\$ 1,639,778	0.4%	\$7,027
OTHER CONTRIBUTIONS						
FSP- Staff Support	\$ 22,863	\$ 72,367	\$ 35,000	\$ 35,000	216.5%	\$49,504
SAFE- Staff Support	\$ 18,997	\$ 41,403	\$ 50,000	\$ 50,000	117.9%	\$22,406
SAFE- Go831 Staff Support/Vision Zero	\$ 381,429	\$ 228,104	\$ 300,000	\$ 300,000	-40.2%	-\$153,325
Rail-Monterey Branch Line /Leases Staff Support	\$ 134,568	\$ 8,877	\$ 120,000	\$ 100,000	-93.4%	-\$125,691
SUB TOTAL STAFF SUPPORT	\$ 557,857	\$ 350,751	\$ 505,000	\$ 485,000	-37.1%	-\$207,106
Sub Total Operating Revenue	\$ 4,746,385	\$ 5,123,744	\$ 5,244,736	\$ 5,171,439	8.0%	\$377,359
Interest Income	\$ 292,233	\$ 197,846	\$ 200,000	\$ 200,000	-32.3%	(\$94,387)
Reserves: Usage / (Contribution)	\$ (511,443)	\$ (67,282)	\$ (105,291)	\$ 186,398	-86.8%	\$444,161
TOTAL OPERATING REVENUE	\$ 4,527,175	\$ 5,254,308	\$ 5,339,445	\$ 5,557,837	16.1%	\$727,133

TAMC-3 YEAR BUDGET JULY 1, 2026 - JUNE 30, 2029

Direct Program Revenue- Summary by Funding Source

	FY 25/26	FY 26/27	FY 27/28	FY 28/29	\$ CHANGE
	Approved	Budget	Estimated	Estimated	FY 26/27 BUDGET vs FY 25-26
Federal	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -
State	\$ 2,407,378	\$ 3,052,012	\$ 3,420,000	\$ 3,762,000	\$ 644,634
Local	\$ 1,360,908	\$ 1,727,974	\$ 1,940,000	\$ 2,134,000	\$ 367,066
RSTP	\$ 540,299	\$ 127,910	\$ 600,000	\$ 600,000	\$ (412,389)
FSP/SAFE	\$ 306,711	\$ 434,213	\$ 425,000	\$ 425,000	\$ 127,502
Reserves	\$ 278,000	\$ 84,000	\$ 84,000	\$ 84,000	\$ (194,000)
	\$ 5,193,296	\$ 5,726,110	\$ 6,469,000	\$ 7,005,000	\$ 532,814

TAMC 3-YEAR BUDGET JULY 1, 2026 - JUNE 30, 2029
MATERIAL & SERVICES

ACCT #	DESCRIPTION	FY 23/24 Actuals	FY 24/25 Actuals	CURRENT	FUTURE 3 YR BUDGET			\$ CHANGE
				FY 25/26 approved	FY 26/27 Budget	FY 27/28 estimated	FY 28/29 estimated	FY 26/27 BUDGET vs FY 25-26 APPROVED
Materials & Services:								
5301	Accounting Services	\$32,220	\$33,871	\$36,000	\$36,000	\$36,000	\$40,000	\$0
5301	Accounting Services- OPEB/GASB 75	\$500		\$500	\$3,366	\$1,683	\$3,366	\$2,866
5301	Accounting Services-GASB 68	\$700		\$2,000	\$2,000	\$2,000	\$2,000	\$0
5301	Accounting Services - software	\$0	\$0	\$100,000	\$60,000	\$63,000	\$66,150	-\$40,000
5302	Advertising (DBE,etc.)	\$400	\$0	\$400	\$400	\$400	\$400	\$0
5303	Audits (County Controller Audit Only)	\$3,000	\$0	\$3,000	\$3,000	\$3,000	\$3,000	\$0
5303	Audits (County Controller Sales Tax)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5303	Audits-Financial TAMC	\$4,950	\$20,200	\$31,900	\$32,900	\$34,000	\$35,100	\$1,000
5303	Audits-Financial (Single Audit)	\$0	\$0	\$7,000	\$7,300	\$7,600	\$7,900	\$300
5303	Audits-Regional fee implementation	\$2,550	\$2,625	\$2,500	\$2,600	\$2,700	\$2,800	\$100
5303	Audits-Sales Tax Measure	\$0	\$0	\$3,000	\$3,100	\$3,200	\$3,300	\$100
5305	Telecommunications & Video Conference	\$8,514	\$6,522	\$9,000	\$9,000	\$9,000	\$9,000	\$0
5306	Computer Support Services	\$40,154	\$99,991	\$35,903	\$72,600	\$74,778	\$77,021	\$36,697
5306	Computer Applications	\$0	\$7,800	\$3,000	\$46,223	\$47,147	\$48,656	\$43,223
5307	Dues & Subscription (non legislative)	\$8,003	\$14,396	\$12,000	\$16,395	\$16,723	\$17,057	\$4,395
5309	Insurance (Liability,Crime & Property)	\$36,607	\$40,658	\$41,000	\$41,000	\$41,820	\$42,656	\$0
5309	Insurance Sales Tax Measure		\$11,656	\$0	\$11,700	\$11,934	\$12,173	\$11,700
5310	Human Resources/Recruitment	\$820	\$15,622	\$2,000	\$3,000	\$3,500	\$4,000	\$1,000
5311	Legal Services	\$26,578	\$44,429	\$66,000	\$70,000	\$71,400	\$72,828	\$4,000
5311	Legal Services-HR			\$5,000	\$5,000	\$5,000	\$5,000	\$0
5311	Legal Services-Sales Tax Measure			\$0	\$0	\$0	\$0	\$0
5314	Temporary Clerical Services			\$3,000	\$3,000	\$3,000	\$3,000	\$0
5316	Printing/Postage	\$337	\$125	\$2,500	\$2,500	\$2,500	\$2,500	\$0
5316	Printing/Postage-Sales Tax Measure			\$0	\$17,000	\$17,340	\$17,687	\$17,000
5317	Rent (Utilities &Janitorial Incl.)	\$106,918	\$109,591	\$113,396	\$350,504	\$316,966	\$256,640	\$237,108
5318	Supplies Allowable (incl gis software/novus)	\$45,198	\$70,150	\$55,000	\$8,777	\$7,853	\$6,344	-\$46,223
5318a	TAMC owned computer equipment		\$10,200	\$10,000	\$10,000	\$10,000	\$10,000	\$0
	Grant Preparation Consultant			\$50,000	\$50,000	\$50,000	\$50,000	\$0
5319	Staff Dev. & Travel (Non Legislative)	\$16,114	\$29,799	\$24,000	\$30,000	\$32,000	\$33,000	\$6,000
5319	Staff Dev. & Travel (Sales Tax Measure)			\$0	\$0	\$0	\$0	\$0
5320	Vehicles fuel & Maintenance	\$776	\$531	\$1,500	\$1,500	\$1,500	\$1,500	\$0
5322	Office Equip. Lease & Maintenance	\$14,521	\$12,603	\$5,000	\$5,700	\$6,000	\$6,200	\$700
5335	Section 125 Administration			\$1,400	\$1,400	\$1,400	\$1,400	\$0
5336	Payroll Timekeeping Software			\$2,000	\$2,000	\$2,000	\$2,000	\$0
5337	Repairs & maintenance			\$0	\$0	\$0	\$0	\$0
5338	Professional Services		\$1,815	\$0	\$20,000	\$0	\$0	\$20,000
5399	Moving and Remodel Costs		\$14,024	\$115,000	\$150,000	\$0	\$0	\$35,000
	Title VI translation services		\$0	\$500				-\$500
	Sub Total Allowable Mtl & Srvs	\$348,860	\$546,608	\$743,499	\$1,077,965	\$885,444	\$842,679	\$334,466
5304	Meeting services-TAMC	\$3,635	\$2,934	\$5,000	\$5,000	\$5,000	\$5,000	\$0
5304	Meeting services-Sales Tax Measure	\$0		\$0	\$0	\$0	\$0	\$0
5307U	Dues & Subscription (Legislative support)	\$9,439	\$7,769	\$12,000	\$8,000	\$8,500	\$9,000	-\$4,000
5318U	Supplies Unallowable	\$475		\$2,000	\$2,000	\$2,000	\$2,000	\$0
5319U	Staff Dev. & Travel (Legislative)	\$550		\$5,000	\$5,000	\$5,000	\$5,000	\$0
5319U	Staff Dev. & Travel (Non-Legislative)		\$8,790	\$5,000	\$5,000	\$5,000	\$5,000	\$0
5330	Board Member Stipend	\$11,000	\$7,250	\$11,300	\$11,300	\$11,300	\$11,300	\$0
5331	Board Member Mileage	\$3,667	\$4,856	\$4,000	\$5,000	\$5,000	\$5,000	\$1,000
5332	Board Member Travel (Legis. Support)	\$1,028	\$1,209	\$5,000	\$5,000	\$5,000	\$5,000	\$0
	Sub Total Unallowable Mtl & Srvs	\$29,794	\$32,808	\$49,300	\$46,300	\$46,800	\$47,300	-\$3,000
	TOTAL MTL & SRVS	\$378,654	\$579,416	\$792,799	\$1,124,265	\$932,244	\$889,979	\$331,466

TAMC Operating Expenditures 3 Year Budget July 1, 2026 - June 30, 2029

	CURRENT FY 25/26 Approved	FY 26/27 Budget	FY 27/28 Estimated	FY 28/29 Estimated
<u>PERSONNEL DETAIL:</u>				
Employee Salaries	2,444,245	2,769,568	2,851,389	3,022,495
Employee Benefits	1,280,129	1,350,475	1,430,812	1,520,364
Subtotal Personnel	3,724,374	4,120,043	4,282,201	4,542,859
Percent Change: Salaries	7.5%	13.3%	3.0%	6.0%
Percent Change: Benefits	11.0%	5.5%	5.9%	6.3%
Percent Change: Total Personnel	8.6%	10.6%	3.9%	6.1%
<u>MATERIALS & SERVICES DETAIL:</u>				
Subtotal Materials & Services	792,799	1,124,265	932,244	889,979
Percent Change:	14.2%	41.8%	-17.1%	-4.5%
Depreciation/ Amortization	10,000	10,000	125,000	125,000
Total Operating Expenses	4,527,174	5,254,308	5,339,445	5,557,838
Percent Change:	9.50%	16.1%	1.6%	4.1%

**TAMC- STAFF POSITION LIST
FISCAL YEAR 2026-2027**

	FY 2025-2026 AUTHORIZED	FY 2026-2027 PROPOSED	CHANGE
<u>Management</u>			
Executive Director	1	1	0.0
Director of Planning	1	1	0.0
Director of Programming/Proj. delivery	1	1	0.0
Director of Finance & Administration	1	1	0.0
<u>Planning</u>			
Transportation Planners	7	8	1.0
<u>Engineering</u>			
Transportation Engineers	2	2	0.0
<u>Support</u>			
Finance Officer/Analyst	1	1	0.0
Sr. Administrative Assistant	1	1	0.0
Administrative Assistant	1	1	0.0
Part Time Finance	0.75	0.75	0.00
Contracts Officer	1	1	0.0
Sub-total Regular Full-Time	17.75	18.75	1.00
<u>Support</u>			
Student Interns (Full Time Equivalent)	1	1	0.0
Sub-total Part-Time	1	1	0.0
TAMC TOTAL	18.75	19.75	1

Overall Work Program Summary - Funding & Activities for FY 2026/27



CODE	Work Element	Operating Expenditures	Direct Expenditures	Total Expenditures	Activities
1010	Overall Work Program, Budget and Administration	\$ 132,523	\$ -	\$ 132,523	Prepare billing and quarterly reports, develop and monitor Work Program and budget, oversee agency funding and activities.
1020	Transportation Development Act Administration	\$ 71,024	\$ -	\$ 71,024	Conduct unmet needs process, allocate and manage Local Transportation Funds.
1120	Plans Coordination, Legislation Monitoring, and Interagency Liaison	\$ 359,674	\$ -	\$ 359,674	Coordinate with partner and member agencies on short- and long-range transportation plans; conduct legislative monitoring.
1122	Legislative Advocacy	\$ 66,951	\$ 84,000	\$ 150,951	Prepare legislative program; propose law changes as appropriate; support or oppose legislation or policies.
1130	Public Involvement Program	\$ 213,713	\$ 50,273	\$ 263,986	Issue news releases, conduct public meetings, update website, annual report and awards program.
1770	Freeway Service Patrol	\$ 72,367	\$ 227,633	\$ 300,000	Emergency tow truck services.
1780	Service Authority for Freeway Emergencies	\$ 41,403	\$ 188,597	\$ 230,000	Call-box and motorist aid program.
1790	Vision Zero and Traveler Information Program	\$ 182,017	\$ 17,983	\$ 200,000	Identify and develop transportation solutions that decrease fatalities and injuries for all travel modes through a Vision Zero strategy. Includes traveler information programs such as notices for construction related closures and other activities that educate and improve mobility and safety for Monterey County travelers.
1791	Monterey County Regional Vision Zero Plan	\$ 109,838	\$ 360,000	\$ 469,838	Implement Regional Vision Zero Action Plan and coordinate with each participating jurisdiction on local safety action plans.
1792	Vision Zero Collision Database	\$ 46,087	\$ -	\$ 46,087	Procure and manage a collision database to support the Regional Vision Zero program.
1795	Access Fund Administration	\$ 14,869	\$ 85,500	\$ 100,369	Administer California Public Utilities Commission mandated program to increase accessibility for persons with disabilities as part of its regulation of Transportation Network Companies.
2310	Data Collection, Uniformity, and Access	\$ 46,523	\$ -	\$ 46,523	Collect traffic data for regional planning uses, including data to support the implementation of the Agency's Racial Equity Program.

Overall Work Program Summary - Funding & Activities for FY 2026/27



CODE	Work Element	Operating Expenditures	Direct Expenditures	Total Expenditures	Activities
4110	Environmental Document Review	\$ 39,447	\$ -	\$ 39,447	Review development proposals for transportation impacts, ensure consistency with regional transportation system, propose mitigation measures such as Complete Street features.
6140	Bicycle and Pedestrian Planning, Education, and Improvements	\$ 79,022	\$ -	\$ 79,022	Hold bike committee meetings, review projects for consistency with the Regional Transportation Plan.
6145	2026 Active Transportation Plan and Level of Traffic Stress Analysis	\$ 120,751	\$ 763,039	\$ 883,790	Conduct a county-wide assessment of the bicycle and pedestrian level of traffic stress on roadways in Monterey County to help build streets that are safe and comfortable for people to bike, walk, and access transit.
6148	Active Transportation Education Campaign	\$ 19,501	\$ 27,500	\$ 47,001	Conduct public outreach and education for active transportation during Bike Week and throughout the year.
6220	Regional Transportation Plan	\$ 24,116	\$ -	\$ 24,116	Engage with cities and the County when they are developing circulation elements and other transportation related planning efforts. Coordinate with AMBAG, Caltrans and other regional agencies to implement the 2026 Regional Transportation Plan.
6262	Regional Development Impact Fee	\$ 72,108	\$ 100,000	\$ 172,108	Finalize the 2026 Nexus Study Update and collect fees and allocate funds to fee program projects.
6410	Transportation Improvement Programs	\$ 84,433	\$ -	\$ 84,433	Coordinate with Caltrans and other regional agencies on project programming.
6415	Senate Bill 125 Transit Funding	\$ 32,272	\$ -	\$ 32,272	Coordinate with CalSTA and Monterey-Salinas Transit on programming SB125 transit and rail funding.
6500	Project Development and Grant Implementation	\$ 104,028	\$ -	\$ 104,028	Participate in environmental review, right-of-way acquisition, and engineering for regional projects; apply for fund allocations, amendments or extensions, apply for grant funds, monitor fund sources and assist implementing agencies in utilizing funds.
6550	Complete Street Project Implementation	\$ 89,917	\$ 64,083	\$ 154,000	Conduct activities related to implementing "Complete Streets" projects. Activities include: purchasing bicycle racks and other security devices as part of the Active Transportation Support Program; and assist agencies in incorporating Complete Street features in local and state road projects.
6553	Hilltop Road Pilot Project	\$ 62,080	\$ -	\$ 62,080	In coordination with the County of Monterey and Caltrans, the Agency will explore implementing a pilot project to prevent traffic from diverting off of State Route 1 and using Hilltop Road between Salinas Road and Jensen Road in north Monterey County.

Overall Work Program Summary - Funding & Activities for FY 2026/27



CODE	Work Element	Operating Expenditures	Direct Expenditures	Total Expenditures	Activities
6733	Highway 1 Elkhorn Slough Climate Resiliency Project	\$ 127,928	\$ 2,105,377	\$ 2,233,305	Evaluate the climate vulnerability of Highway 1 in north Monterey County and develop multimodal and nature-based transportation solutions to address this vulnerability.
6800	Rail Planning	\$ 196,018	\$ -	\$ 196,018	Staff TAMC Rail Policy Committee, Participate in Coast Rail Coordinating Council meetings, and freight facility planning
6803	Salinas Rail Extension Project	\$ 253,043	\$ -	\$ 253,043	Prepare engineering for stations, layover facility and track improvements; acquire rights-of-way for stations, platforms and layover facility
6804	Monterey Branch Line ROW Leases	\$ 109,594	\$ 210,000	\$ 319,594	Conduct maintenance and operational activities related to real property owned by TAMC; including negotiating new leases or easements for compatible uses.
6805	Railroad Fort Ord Property Planning	\$ 8,476	\$ -	\$ 8,476	Plan for mixed use facility on TAMC land on former Fort Ord base.
6807	Rail to Salinas ROW Leases	\$ 4,790	\$ -	\$ 4,790	Conduct activities related to real property owned by TAMC at the Salinas station and future train layover facility.
6811	Pajaro/Watsonville Multimodal Station	\$ 194,543	\$ -	\$ 194,543	Prepare environmental documents for the Pajaro / Watsonville Multimodal Station.
6822	King City Multimodal Transportation Center	\$ 162,480	\$ -	\$ 162,480	
7000 series	Measure X Projects and Programs	\$ 1,582,208	\$ 1,442,124	\$ 3,024,332	Implementation of projects and programs in Measure X.
8000	Measure X Administration	\$ 530,564	\$ -	\$ 530,564	Administer Measure X implementation and operation.
		Operating Expenditures	Direct Expenditures	Total Expenditures	
	Totals:	\$ 5,254,308	\$ 5,726,110	\$ 10,980,417	

Highlights of the FY 2026/27 Overall Work Program

TAMC Goal #1: Deliver Projects and Programs

Measure X administration and implementation including:

Coordination with Caltrans on State highway projects:

Monterey to Salinas Highway 68 Corridor : final design and right-of-way for phase 1 improvements, and coordination on adaptive signal controls;

Highway 156/Castroville Boulevard Interchange : coordinate on the start of construction; and,

US 101 Safety Improvements – South of Salinas : continue the environmental and preliminary engineering phases of the project.

Highway 1 SURF! Busway and Bus Rapid Transit Project on the Monterey Branch Rail Line: coordinate with MST on construction and support public outreach activities.

Fort Ord Regional Trail and Greenway : Complete construction for the Canyon Del Rey/SR 218 segment; coordinate with Federal Highway Administration on the Jerry Smith Trailhead segment; complete final design and begin construction for the California Avenue segment; and pursue grant funding for other Fort Ord Regional Trail and Greenway segments.

Habitat Preservation/Advance Mitigation : pursue advance mitigation opportunities based on the on the Regional Conservation Investment Strategy.

Safe Routes to School : continue implementing projects identified in the plans as part of a coordinated effort to advance education, enforcement, and engineering improvements to reduce collisions and encourage active transportation to improve the health of school children.

Senior and Disabled Mobility Program : oversee grant funded programs and coordinate the next grant cycle.

Non-Measure X Projects:

Salinas Rail Extension Project : Continue the right-of-way acquisition and final design for the layover facility and Gilroy station portions of the project; continue environmental review for the Pajaro Multimodal Station

King City Multimodal Transit Center : Provide fiscal administrative and/or project management services for the city to construct the first phase of the King City train station and work with the city and regional partners to secure full funding for the second phase.

Active Transportation Support Program : fund racks, lockers and related secure storage for bicycles, skateboards, and scooters; bicycle safety trainings, and bicycle and pedestrian support kits.

Highway 1 Elkhorn Slough Climate Resiliency : continue developing a Planning and Environmental Linkages study for multimodal projects that address sea level rise and climate adaptation for the transportation facilities in and adjacent to Elkhorn Slough.

Regional Vision Zero : implement Vision Zero action plans in coordination with jurisdictions, and engage in public education efforts around traffic safety.

Regional Development Impact Fee : complete the update to the regional fee nexus study

TAMC Goal #2: Maximize Funding

Matching grants : work to secure SB 1 grants, potential new federal funding, and other matching grants for priority projects.

Planning grants : evaluate the need for future corridor studies and safe routes to school grants. Begin implementation of any planning grants received in the prior cycle.

Other agencies : assist Caltrans, Monterey-Salinas Transit, and member agencies in securing funding and delivering transportation improvements.

TAMC Goal #3: Communicate Early and Often

Continue high level of public interactions during project development and construction. Projects that will be a focus of agency outreach are:

Scenic State Route 68 project

US 101 South of Salinas

Regional Vision Zero and Safe Streets Together Monterey County

SR 156 / Castroville Boulevard Interchange Project

Segments 1-3 of the Fort Ord Regional Trail and Greenway project

Highway 1 Elkhorn Slough

Pajaro Station Environmental Review.

Prepare Agency and Measure X annual report.

Assist member agencies with public outreach.

Continue ongoing agency media outreach, staff and Board member education.

TAMC Goal #4: Prepare for the Future

Implement the Agency's Racial Equity Program.

Invest in transportation solutions that promote the safe travel of all modes and decrease fatalities and injuries for all travel modes through a Vision Zero strategy.

Participate in state and federal policy discussions advocating for the policies adopted in the Agency's legislative platform.

Participate in Central Coast Counties efforts to coordinate electric vehicle charging infrastructure for freight and interregional passenger vehicle travel.

Monitor emerging transportation technologies including autonomous cars and trucks and Urban Air Mobility.

Complete streets: support local use of bicycle and pedestrian safety improvements as part of a "complete streets" policy.

Intersection safety and roundabouts: continue to evaluate and support the installation of new engineering designs for intersections to improve safety.

SAFE Callbox Program: coordinate with CHP to complete the removal of underutilized call boxes.

Blue Zones: coordinate with the Blue Zone health and longevity program to promote active transportation and related safety improvements as the program expands countywide.

Transportation Agency for Monterey County
2026 Integrated Funding Strategy - Draft
(all dollars in \$1,000s)



	Prior	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	Funding
State Route 68 Safety & Traffic Flow - Full Corridor	Env't	Design						
State Transportation Improvement Program	\$ 5,487	\$ 16,216						\$ 21,703
Highway Infrastructure Program	\$ 3,393							\$ 3,393
Measure X	\$ 640							\$ 640
SB 1 Local Partnership Formula	\$ 1,949							\$ 1,949
State Route 68 Safety & Traffic Flow - Phase 1 (Corral De Tierra / San Benancio / Laureles)		Design	ROW	Con				
State Transportation Improvement Program		\$ 7,300	\$ 6,149					\$ 13,449
Measure X			\$ 15,570	\$ 6,300				\$ 21,870
SB 1 Local Partnership Program - Competitive - Cycle 5 (future)				\$ 6,300				\$ 6,300
SB 1 Solutions for Congested Corridors - Cycle 5 (future)				\$ 57,000				\$ 57,000
	\$ 11,469	\$ 23,516	\$ 21,719	\$ 69,600	\$ -	\$ -	\$ -	\$ 126,304
State Route 156 - A: Castroville Boulevard Interchange	Design & ROW		ROW & Con					
State Transportation Improvement Program	\$ 25,700							\$ 25,700
Federal DEMO	\$ 312							\$ 312
Measure X			\$ 10,400					\$ 10,400
Developer Fees			\$ 5,000					\$ 5,000
SB 1 Trade Corridors - Cycle 4			\$ 80,300					\$ 80,300
SB 1 Local Partnership Program - Competitive - Cycle 4			\$ 10,300					\$ 10,300
SB 1 Local Partnership Program - Formulaic			\$ 1,568					\$ 1,568
	\$ 26,012	\$ -	\$ 107,568	\$ -	\$ -	\$ -	\$ -	\$ 133,580
US 101 South of Salinas - Full Corridor	Env't							
State Transportation Improvement Program	\$ 9,989							\$ 9,989
US 101 South of Salinas - Chualar Segment				Design & ROW		Con		
Measure X				\$ 2,922		\$ 7,481		\$ 10,403
State Transportation Improvement Program				\$ 18,847				\$ 18,847
SB 1 Trade Corridors - Cycle 5 (future)				\$ 11,031		\$ 64,094		\$ 75,125
SB 1 Local Partnership Program - Competitive - Cycle 5 (future)						\$ 12,725		\$ 12,725
Federal BUILD 2026 (future)						\$ 25,000		\$ 25,000
	\$ 9,989	\$ -	\$ -	\$ 32,800	\$ -	\$ 109,300	\$ -	\$ 152,089
Highway 1 Rapid Bus Corridor	Con							
Measure X	\$ 20,132							\$ 20,132
MST Capital Reserves	\$ 2,000							\$ 2,000
Federal Transit - Capital Investment Grant	\$ 22,171							\$ 22,171
State Earmark	\$ 2,500							\$ 2,500
SB 125 TIRCP	\$ 25,976							\$ 25,976
SB 1 TIRCP	\$ 25,000							\$ 25,000
	\$ 97,778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,778

Funds showing "-->" indicate a time extension on the use of the funds to shift into the next fiscal year from when the funds were originally programmed.

	Prior	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	Funding
Fort Ord Trails and Greenway - Segment 1 (Highway 218)								
	Con							
Measure X	\$ 11,514							\$ 11,514
Active Transportation Program	\$ 9,181							\$ 9,181
	\$ 20,695	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,695
Fort Ord Trails and Greenway - Segment 2 (Jerry Smith Trailhead)								
	Design			Con				
Measure X	\$ 427			\$ 4,663				\$ 5,090
Federal Lands Access Program	\$ 560			\$ 6,588				\$ 7,148
	\$ 987	\$ -		\$ 11,251	\$ -			\$ 12,238
Fort Ord Trails and Greenway - Segment 3 (California Avenue)								
	Design	Con	Con					
Measure X	\$ 800	-->	\$ 1,441					\$ 2,241
Active Transportation Program	\$ 528	-->	\$ 6,921					\$ 7,449
Active Transportation Program (Non-Infrastructure)		-->	\$ 980					\$ 980
	\$ 1,328	\$ -	\$ 9,342	\$ -	\$ -	\$ -	\$ -	\$ 10,670
Salinas Rail Extension - Kick Start Construction Management								
	Con Mgt							
Traffic Congestion Relief Program	\$ 4,382							\$ 4,382
	\$ 4,382	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,382
Monterey County Rail Extension - Packages 2 (Layover) & 3 (Gilroy)								
	Design		Con					
Traffic Congestion Relief Program	\$ 5,500		\$ 15,742					\$ 21,242
SB 1 TIRCP			\$ 8,033					\$ 8,033
Regional Surface Transportation Program - Reserve	\$ 437		\$ 2,600					\$ 3,037
Coronavirus Response and Relief Supplemental Appropriations Act			\$ 2,003					\$ 2,003
SB 125 TIRCP			\$ 18,476					\$ 18,476
	\$ 5,937	\$ -	\$ 46,854	\$ -	\$ -	\$ -	\$ -	\$ 52,791
Salinas Rail Extension - Positive Train Control								
			Con					
SB 1 TIRCP			\$ 1,615					\$ 1,615
	\$ -	\$ -	\$ 1,615	\$ -	\$ -			\$ 1,615
King City Multimodal Transit Center								
				Con				
SB 125 TIRCP				\$ 7,500				\$ 7,500
Interregional Transportation Improvement Program				\$ 9,106				\$ 9,106
Amtrak				\$ 5,000				\$ 5,000
SB 1 TIRCP				\$ 25,000				\$ 25,000
	\$ -	\$ -	\$ -	\$ 46,606	\$ -	\$ -	\$ -	\$ 46,606
Pajaro / Watsonville Multimodal Station								
	Env't		Design					
SB 1 TIRCP	\$ 2,274							\$ 2,274
State Transportation Improvement Program			\$ 8,781					\$ 8,781
	\$ 2,274	\$ -	\$ 8,781	\$ -	\$ -	\$ -	\$ -	\$ 11,055

Funds showing "-->" indicate a time extension on the use of the funds to shift into the next fiscal year from when the funds were originally programmed.

	Prior	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	Funding
Habitat Preservation / Advance Mitigation	Study		ROW					
<i>Measure X</i>	\$ 96		\$ 4,904					\$ 5,000
<i>SB 1 Adaptation Planning Grant</i>	\$ 376							\$ 376
<i>SB 1 Statewide Habitat Grant (future)</i>			\$ 4,904					\$ 4,904
	\$ 472	\$ -	\$ 9,808	\$ -	\$ -	\$ -	\$ -	\$ 10,280
Safe Routes to Schools: Measure X Regional Program								
<i>Measure X</i>	\$ 3,134	\$ 723	\$ 723	\$ 723	\$ 723	\$ 723	\$ 723	\$ 7,474
	\$ 3,134	\$ 723	\$ 723	\$ 723	\$ 723	\$ 723	\$ 723	\$ 7,474
Senior and Disabled Transportation: Measure X Regional Program								
<i>Measure X</i>	\$ 2,915	\$ 524	\$ 524	\$ 524	\$ 524	\$ 524	\$ 524	\$ 6,058
	\$ 2,915	\$ 524	\$ 524	\$ 524	\$ 524	\$ 524	\$ 524	\$ 6,058
Planning, Programming, and Monitoring								
<i>State Transportation Improvement Program - PPM</i>	\$ 1,133	\$ 277	\$ 277	\$ 276	\$ 253	\$ 170	\$ 170	\$ 2,556
Total	\$ 1,133	\$ 277	\$ 277	\$ 276	\$ 253	\$ 170	\$ 170	\$ 2,556



**RESOLUTION NO. 2026-06 OF THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)
FISCAL YEAR BUDGET AND OVERALL WORK PROGRAM**

TO APPROVE THE 2026-2027 FISCAL YEAR BUDGET AND OVERALL WORK PROGRAM; TO APPROVE THE ESTIMATED 2027-2028 AND 2028-2029 FISCAL YEAR FUTURE BUDGETS SUBJECT TO FINAL APPROVAL IN SUBSEQUENT YEARS; TO APPROVE ADJUSTMENTS TO JOB CLASSIFICATIONS, SALARIES AND BENEFITS; TO APPROVE OUT-OF-STATE TRAVEL; AND TO DIRECT AND AUTHORIZE THE EXECUTIVE DIRECTOR OR HIS/HER DESIGNEE TO TAKE ACTION WITH RESPECT TO FEDERAL, STATE AND LOCAL FUNDING, GRANTS AND CERTIFICATIONS

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

WHEREAS, Transportation Agency for Monterey County Bylaws state that the Agency has direct control over the budget for congestion management and traffic monitoring planning, the work program, the Service Authority for Freeways and Expressways program, the Freeway Service Patrol program, and administration; and

WHEREAS, the annual California State Budget Act, which appropriates State Highway funds under local assistance for the State Transportation Improvement Program Planning, Programming and Monitoring Program, estimates \$277,000 available for the Transportation Agency for Monterey County in fiscal year 2026-2027; and

WHEREAS, the Agency adopted the 2022 Regional Transportation Plan in June 2022; and

WHEREAS, the Agency's 2026-2027 fiscal year work program and budget describes the work tasks to be completed; and

WHEREAS, the Agency has initiated the Freeway Service Patrol in Monterey County to alleviate congestion on major state routes during peak travel time, and the Agency has signed an administration agreement with the California Department of Transportation (Caltrans) and the California Highway Patrol to administer the program and the Agency must identify an official authorized to execute the Annual Freeway Service Patrol Fund transfer agreement; and

WHEREAS, Agency Bylaws require the adoption of an annual budget by May and the Board of Directors reviewed and commented on fiscal year 2026-2027 budget on February 25, 2026;

and,

WHEREAS, the Agency is in compliance with:

- The Clean Air Act as amended, with Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
- Section 1101(b) of Moving Ahead for Progress in the 21st Century regarding the involvement of disadvantaged business enterprises for federally funded projects; and
- The Americans with Disabilities Act of 1990;

WHEREAS, the Agency is eligible to exchange federal Regional Surface Transportation Program funds for State Highway Account funds; and

WHEREAS, the County of Monterey voters passed Measure X in November 2016 which is a retail transaction and use tax to be administered by the Agency;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Transportation Agency for Monterey County hereby:

- (a) Approves the overall work program and budget for fiscal year 2026-2027 of **\$5,254,308** for operating and **\$5,726,110** for direct program costs; and,
- (b) Approves the estimated budget for fiscal year 2027-2028 of **\$5,339,445** for operating and **\$6,469,000** for direct program costs, pending final approval no later than May 2027; and,
- (c) Approves the estimated budget for fiscal year 2028-2029 of **\$5,557,837** for operating and **\$7,005,000** for direct program costs, pending final approval no later than May 2028; and,
- (d) Authorizes the Agency's Regional Transportation Planning Agency Fund 691 to contain undesignated funds to provide cash flow of six months of operating expenditures while awaiting the receipt of late arriving federal, state, and local revenue grants; and,
- (e) Adjusts the Agency's job classification system to authorize staffing level of 19.75 full time equivalent staff positions; and,
- (f) Approves the following salary and benefit adjustments:
 1. A cost of living adjustment of 3.0% for all regular employees effective

- July 1, 2026; and,
2. An increase in the monthly mandatory CalPERS employer health contribution per employee and retiree/annuitant from \$158.00 to the amount set annually by the PERS board to reflect any change to the medical care component of the Consumer Price Index, in compliance with Section 22892 of the Public Employees' Medical and Hospital Care Act) effective January 1, 2027;
 3. Agency's cafeteria plan health insurance contribution for active employees is changed to \$2,520.00 for general employees and \$3,351.38 for management employees effective July 1, 2026. The maximum cash-out will be \$375.00. The total cafeteria health insurance allowance contribution for active employees includes the CalPERS mandatory contribution required under the Public Employees' Medical and Hospital Care Act Public.
- (g) Approves the following out-of-state trips in fiscal year 2026-2027:
1. Up to eight separate trips to Washington, D.C., or other out of state destinations by selected Board members and staff to increase legislator awareness of Agency priority rail and highway projects, programs, and funding needs, as well as professional development opportunities. Examples of activities include the Annual Transportation Research Board, American Public Works Association, American Planning Association, American Public Transit Association Rail committees and conferences.
- (h) Instructs the Executive Director or his/her designee to claim:
1. Local Transportation Funds, for transportation planning agency purposes according to state law, Public Utilities Code § 99233.1, as needed, not to exceed \$908,485 to support the Local Transportation Fund Administration and Regional Transportation Planning Process, and to provide funds to cash flow agency expenditures until approved federal, state, and local grant funds are received; and,
 2. Congestion Management Agency funds/ Regional Transportation Planning Assessment as needed, not to exceed \$243,076 to support the Congestion Management Program and related activities, including data collection and level of service monitoring, regional transportation modeling, review of environmental documents, and regional impact fees development; and,
 3. Regional Surface Transportation Program/ State Highway Account exchange project funds and interest to fund projects approved by the Board of Directors and as needed to maintain a fund balance equal to three-months of expenditures; and,
 4. Regional Development Impact Fee Agency funds, not to exceed \$20,000, to support

- the administration of the Regional Development Impact Fee Agency; and,
- 5. \$400,000 of Measure X revenues for Salaries and Benefits related to the administration of Measure X from the Transportation Safety and Investment account; and,
- 6. Other Measure X costs as identified in the budget; and,
- 7. Funds from the Agency's Undesignated Reserve for expenditures in excess of the 1% administrative costs permitted under Measure X.

(i) Designates and authorizes the Executive Director or his/her designee to:

1. Sign agreements with the State of California to receive state funds for Rural Planning Assistance, including any potential Rural Planning Assistance carryover funds from the prior fiscal year, the State Transportation Improvement Program, Planning, Programming & Monitoring Program and State Planning Grants;
2. Submit to the State all required planning and reporting documents and claims and invoices to requisition funds;
3. Execute the Fund Transfer Agreement with Caltrans for the Freeway Service Patrol;
4. Execute documents as needed to implement the receipt of state grants for the Service Authority for Freeways and Expressways program and related state documents for implementing the program;
5. Sign the Regional Transportation Planning Process Certification;
6. Submit applications for funding consistent with the Agency's adopted goals and objectives;
7. Execute agreements and documents as needed to implement the receipt of federal, state and local funding and grants related to the implementation of any and all approved Agency programs and projects including the Master Fund Transfer Agreement;
8. Sign Regional Surface Transportation Program/State Highway Account exchange and agreements with the State of California; and
9. Sign a Continuing Cooperative Agreement with AMBAG, if consistent with the adopted Overall Work Program & Budget.

PASSED AND ADOPTED by the Transportation Agency for Monterey County,
State of California this 27th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

CHAPS PODURI, CHAIR
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

ATTEST:

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



Project Update Report – Monterey County

Transportation Agency for Monterey County Board Meeting – May 27, 2026
 Prepared May15, 2026

CONSTRUCTION PROJECTS									
Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Capital Cost	Funding Source	Project Manager	Contractor	Comments	
C1	SR 1 Soda Springs Drainage (1T240)	On Route 1 from 4.0 Miles North of the San Luis Obispo/Monterey County Line. (MON-1-4.1/4.2)	Clean drainage. Replace riser. Install overflow culvert	Jan 2026 – Aug 2026	\$461,000	SHOPP	Victor Devens	Brough Construction	Construction in progress
C2	SR 1 Paul's Slide Catchment Cleanout (1T230)	On Route 1 one Mile North of the Limekiln Creek Bridge. (MON-1-22/22.2)	Clean catchment	Oct 2025 – Sept 2026	\$370,000	SHOPP	Victor Devens	Souza Construction	Construction in progress
C3	SR 1 Regent's Slide (1R640)	In Monterey County 0.3 mile south of the Big Creek Bridge (MON-1-27.8)	Remove slide material. Restore roadway.	Jan 2024 – June 2026	\$31 million	SHOPP	Victor Devens	Papich Construction	HWY 1 access restored. Core construction is complete, with minor activates ongoing.
C4	SR 1 Dolan Point Slide (1R630)	In Monterey County 1.7 miles south of the Dolan Creek Bridge (MON-1-29.5)	Remove slide material. Restore roadway. Install rockfall netting.	Feb 2024 – April 2026	\$3.7 million	SHOPP	Victor Devens	Papich Construction	Construction complete. Project to be removed after the June meeting.
C5	SR 1 Coastlands II Wall Permanent Restoration (1P210)	Near Big Sur at 1.1 Miles south of Pfeiffer Canyon Bridge (MON-1-44.34)	Construct soldier pile wall	Jan 2026 – Nov 2027	\$3.2 million	SHOPP	Ryan Caldera	Granite Rock Construction	Construction in progress.
C6	SR 1 Pfeiffer Canyon Mitigation (1K080)	At Pfeiffer Canyon Bridge (MON-1-45.4)	Environmental mitigation (planting, erosion control) for project EA 05-1J130.	April 2023 – Jan 2027	\$200,000	SHOPP	Aaron Wolfram	BF Contracting Engineering	3 Year Plant Establishment ongoing. Contractor has been neglecting required work, requiring CT to take corrective action.
C7	SR 1 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-1-44.7/69.81)	Storm Damage Repairs	Jan 2023 - Sept 2026	\$25.4 million	SHOPP	Victor Devens	Granite Rock Construction	Construction in progress

Project Update Report – Monterey County

Transportation Agency for Monterey County Board Meeting – May 27, 2026

Prepared May 15, 2026

CONSTRUCTION PROJECTS									
Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Capital Cost	Funding Source	Project Manager	Contractor	Comments	
C8	SR 1 Point Sur Drainage Repairs (1T210)	In Monterey County on Route 1 From 2 to 6 miles South of the Little Sur River Bridge (MON-1-50/54)	Replace four culverts	Oct 2025 – May 2026	\$461,000	SHOPP	Victor Devens	Granite Rock Construction	Construction in progress
C9	SR 1 Point Sur Embankment Failure (2A050)	In Monterey County 0.5 to 1.9 miles north of the Little Sur River Bridge (MON-1-54.2/55.6)	Traffic control, temporary slope stabilization	Feb 2026 – Sep 2026	\$2,179,000	SHOPP	Victor Devens	Top Tier Grading	Construction in progress
C10	SR 1 Rocky Creek Bridge ECE (1Q160)	In Monterey County at Rocky Creek Bridge (MON-1-60.0)	Bridge Preventative Maintenance	Jan 2026 – May 2028	\$9.1 million	SHOPP	Aaron Wolfram	American Civil Constructors West Coast (ACC)	Construction in progress
C11	SR 1 Rocky Creek Slip Out Restoration (1S160)	In Monterey County at .1 mile south of the Rocky Creek Bridge (MON-1-60.0)	Construct a viaduct to restore two-way traffic	June 2024 – Jan 2026	Estimated \$21 million	SHOPP 130 Emergency Work	Chad Stoehr	Gordon N. Ball, Inc.	Construction complete. Project to be removed after the April meeting.
C12	SR 1 Castroville Embankment Repair (2A120)	In Monterey County near Castroville (MON-1-R90.38/R90.84)	Repair erosion. Clear/replace/install all down drains. Replace dike. Clear debris from recreational trail.	May 2026- Sep 2026	\$350,000	SHOPP	Victor Devens	Top Tier Grading	Construction in progress
C13	SR 1 Flooding Response (1Q960)	In Monterey and Santa Cruz Counties from Approximately 1 mile North and South of the Pajaro River Bridge (MON-1-100.5/R102.032)	Storm Damage Repairs	March 2023- Apr 2026	\$1.85 million	SHOPP	Victor Devens	Teichert Construction	Construction in progress.
C14	SR 68 Drainage Improvements (1J880)	From west of Sunset Dr to Toro Park (MON-68-0.2/15.7)	Drainage improvement, replace lighting, and install count stations	March 2026 – Aug 2028	\$8 million	SHOPP	Mark Leichtfuss	PS&E	Construction in progress

California Department of Transportation

District 5, 50 Higuera Street, San Luis Obispo, California 93401

District 5 Public Information Office (805) 549-3318

Submit Customer Service Request (ca.gov) email: Info-d5@dot.ca.gov

Monterey – San Benito – San Luis Obispo – Santa Barbara – Santa Cruz

Project Update Report – Monterey County

Transportation Agency for Monterey County Board Meeting – May 27, 2026
Prepared May15, 2026

CONSTRUCTION PROJECTS									
Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Capital Cost	Funding Source	Project Manager	Contractor	Comments	
C15	US 101 Market Street (2A170)	In Salinas on Route 101 at the Southbound East Market Onramp (MON-101-87.2/87.3)	Modify drainage to resolve low spot, repair embankment and traffic control.	May 2026- Sept 2026	\$360,000	SHOPP	Victor Devens	Precision Grading	Construction in progress
C17	US 101 Monterey Drainage (1J890)	In and near King City, Greenfield, Soledad, Gonzales, and Salinas, from Paris Valley Road Overcrossing to Dunbarton Road (MON-101-R28.23/100.3)	Rehabilitate drainage systems, replace overhead signs and structures, and update TMS elements	Jan 2026 – Feb 2027	\$14.1 Million	SHOPP MAJOR	Mark Leichtfuss	A. TEICHERT & SON, INC.	Construction in progress.
C18	US 101 King City CAPM (1K440)	Near King City from Jolon Road undercrossing to Lagomarsino Ave (MON-101-R41.9/R49.8)	Pavement Preservation, TMS Elements, Lighting, and Drainage	Feb 2026 – Mar 2028	\$27 million	SHOPP	Mark Leichtfuss	Granite Construction Company	Construction in progress
C19	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 (MON-101-98.8/100.3)	Drainage System Rehabilitation	June 2025 – April 2026	\$6.8 million	SHOPP MAJOR	Aaron Wolfram	Precision Grade Construction	Project transitioning to plant establishment. Construction site work completed.
C20	SR 183 Castroville Improvement Project (1H650)	Community of Castroville from Del Monte Ave. to Washington St (MON-183-R8.3/9.98)	Rehabilitate pavements, repair bridge, and improve pedestrians & bicycle and ADA facilities	May 2025 – Dec 2027	\$20.3 million	SHOPP	Jackson Ho	Granite Construction Company	Construction in progress.



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CONSTRUCTION PROJECTS									
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C21	SR 218 FORTAG Bike Trail (1M570)	Located in the City of Seaside (MON-218- 0.1/1.5)	Construct Bicycle and Pedestrian Trail. The project provides a safe alternative to Hwy 218 from Del Rey Woods Elementary to Laguna Grande Regional Park	May 2024 – Nov 2026	\$1.2 million	100% Locally Funded	Kelli Hill	Granite Rock	Construction in progress.
C22	SR 1 and US 101 Sbt, MON Drainage Repairs (1S520)	In Monterey County on SR 1 and San Benito County at various locations	Replace culvert	Feb 2025 – March 2026	\$461,000	SHOPP	Victor Devens	Brough Construction	Construction complete

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PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Capital Cost	Funding Source	Project Manager	Phase	Comments
D1	SR 1 Mud Creek Permanent Restoration (1K020)	In Monterey County 0.8 miles north of Alder Creek Bridge to 1.2 miles north of Alder Creek Bridge (MON-1-8.7/9.1)	Enhancements and improvements to address post emergency items.	Summer 2026 – Winter 2026/27	\$2.8 million	SHOPP MAJOR	Ryan Caldera	PS&E/RW	Construction funding was allocated at the June 2025 CTC meeting. The project was readvertised, and bids were opened in April 2026. The project is expected to award in June 2026.
D2	SR 1 Quigil Viaduct Permanent Restoration (1R600)	In Monterey County, near Lucia, at 0.1 mile south of the Limekiln Creek Bridge (MON-001-20.8/20.8)	Construct viaduct and replace guardrail to meet Manual for Assessing Safety Hardware (MASH) standards	Summer 2028 – Summer 2030	\$14.7 million	SHOPP	Ryan Caldera	PA&ED	Preliminary design of the viaduct is underway.
D3	SR 1 Limekiln Creek Bridge Replacement (1F510)	In Monterey County from south of Limekiln Creek Bridge to just north of Limekiln Creek Bridge (MON-1-20.9-21.3)	Replace bridge	Fall 2028 – Winter 2030/31	\$96.2 million	SHOPP	Ryan Caldera	PS&E	Design continues. Geotechnical investigations are ongoing, with the next mobilization planned for late Summer 2026. Due to SHOPP rebalancing, project is programmed to begin construction in Fall 2028.
D4	SR 1 Big Creek Tieback Wall (1K010)	Near Lucia south of Big Creek Bridge (MON-1-27.5/27.7)	Construct tieback wall, restore roadway and facilities, place Water Pollution Control BMPs, and erosion control	Summer 2026 – Fall 2028	\$7.3 million	SHOPP	Meg Henry	PS&E	RTL was achieved on 10/31/2025. CON allocation approved at Jan 2026 CTC. Project advertised in March with contract award at end of June 2026.
D5	SR 1 Castro Canyon Bridge Rail Upgrade (1H490)	At Castro Canyon Bridge (MON-1-43.12)	Replace bridge rail	TBD	\$2.5 million	SHOPP	Meg Henry	PS&E/RW	Still on hold due to legal issues with ATT. Trial date was recently continued to September 2026.
D6	Rocky Creek Bridge Rail Replacement (1Q140)	Near Carmel-By-The-Sea at Rocky Creek Bridge (MON-1-60/60.1)	Replace bridge rail	Summer 2029 – Fall 2030	\$13.1 million	SHOPP	Aaron Wolfram	PA&ED	Project team is developing the Draft Environmental Document and Draft Project Report for public circulation. NOP released on 2/13/2026.



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D7	SR 1 Garrapata Creek Bridge Rail Replacement (1H800)	At Garrapata Creek Bridge (MON-1-63)	Bridge rail rehabilitation	Winter 2030/31 - Winter 31/32	\$13.1 million	SHOPP	Aaron Wolfram	PS&E	Project was re-programmed and will follow the Rocky Creek Bridge rail replacement; the team is working on revising project materials to reflect updated railing type.
D8	SR 1 Jack's Peak CAPM (1N850)	On SR 1 from San Luis Ave. Intersection to the Sloat Ave. Undercrossing (MON-1-74.6/R77.6)	Preserve 11,815 lane miles of Class 2 pavement, rehab sign structure, replace sign panels, and roadside safety.	Spring 2028 – Spring 2029	\$17 million	SHOPP	Kristen Langager	PS&E	Final Project Report is complete and design has begun.
D9	SR 1 Marina to Castroville CAPM (1N160)	In Monterey County from .028 miles south of the S. Marina OH (44-211L) to the Hwy 1/156 Junction.	Pavement Preservation	Summer 2027- Spring 2029	\$18 Million	SHOPP	Aaron Wolfram	PS&E	Project is delayed for delivery and will be combined with 1K870. Construction to begin Summer 2027.
D10	SR 1 Moss Landing CAPM (1K870)	In Monterey County, from 0.1 miles south of Molera Rd interchange to the MON/SCr county line (MON-1-R90.98/R102.031)	Pavement Preservation	Summer 2027- Spring 2029	\$26 million	SHOPP	Aaron Wolfram	PS&E	Project was delayed, aligning with 1N160. The team intends to combine the 1N160 and 1K870 projects together at RTL to provide cost savings and less disruption during construction.
D11	SR 68 Corridor Improvements (1J790)	On State Route 68 from Josselyn Canyon Road to San Benancio Road. (MON-68-4.87-13.7)	Operational Improvements	Spring28 – Fall 2030	\$52.5 million	STIP & AUTHORIZED	Ryan Caldera	PS&E	Design, geotechnical investigation and right of way coordination continues. Schedule is revised to provide additional time to evaluate outcomes of ATSC Pilot Project.



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D12	US 101 Bradley CAPM (1K880)	In Monterey County near Bradley, Nacimiento and San Miguel, from south of East Garrison Overcrossing to Jolon Road. (MON-101-R1.9/R9.7)	Replace bridges, rehabilitate pavement, reconstruct guardrail and drainage systems, and replace Transportation Management System (TMS) elements and signs.	Spring 2029 – Summer 2032	\$57.8 million	SHOPP	Mark Leichtfuss	PS&E	PS&E began Feb 2026.
D13	US 101 Bradley-San Ardo CAPM (1K490)	Near Bradley from 0.5 mile south of Jolon Road Undercrossing to San Ardo Undercrossing	Pavement preservation	Spring 2030 - Spring 2031	\$49.8 million	SHOPP	Mark Leichtfuss	PS&E	Project schedule updated to reflect SHOPP rebalancing
D14	US 101 North San Ardo Rehab (1M350)	In Monterey County on Route 101 from the San Ardo Undercrossing to 0.1 miles south of Paris Valley Road Overcrossing. (MON-101-R30.6/R36.9)	Isolated slab replacement over 23.996 LM of Class 1 pavement and grind and replace AC shoulders. Replace 1 culvert at PM 26.28.	Spring 2030 - Spring 2031	\$38.6 million	SHOPP	Mark Leichtfuss	PS&E	Project schedule updated to reflect SHOPP rebalancing
D15	US 101 South of Salinas Corridor Improvement Project (0H330)	On US 101 between Main Street in Chualar and Airport Blvd in Salinas (MON-101-77/85.6)	Upgrade existing expressway to freeway, relocate two interchanges and create frontage road system for corridor.	Summer 2031 - Summer 2034	TBD	SHOPP	Meg Henry	PA&ED	Environmental studies ongoing. Hydraulics study ongoing. Advanced Planning Studies for preliminary structural design has been prepared for Chualar bridges and Abbott bridges . CMGC RFQ development underway, tentative target to advertise RFQ is 5/18 . Efforts continue on SB1 cycle 5 application rounds.

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D16	US 101 South of Salinas Access Management Project (1S590)	On US 101 between Main Street in Chualar and Airport Blvd in Salinas (MON-101-77.858/84.371)	Implement access management strategies to reduce the number of crossing and left-turn movements on the US 101 corridor between Chualar and Salinas.	Winter 2026/27 - Fall 2027	\$5 million	SHOPP 010 Safety Project	Meg Henry	PS&E	Last item to RTL is design exception document, expecting to RTL mid-May. Since this is a safety project, CTC approval is delegated and we will move straight to funds request, then into advertisement. Public messaging started with email blast, hard copy flyers handed out and social media posts in April 2026. Public messaging will continue monthly until the median closure in early 2027.
D17	SR 156 Castroville Boulevard Interchange (31601)	Castroville Boulevard and Highway 156 (MON-156-R1.6/1.4)	Construct a new interchange	Fall 2026 – Fall 2028	\$54.5 million	STIP, Measure X, Federal Demo	Chad Stoehr	PS&E/RW	PS&E and RW activities are ongoing, project awarded SB1 Cycle 4 TCEP funding in amount of \$80.3M

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ACRONYMS USED IN THIS REPORT

ADA	Americans With Disabilities Act	PR/ED	Project Report and Environmental Document
ATSC	Automated Traffic Signal Control	PDT	Project Development Team
CCO	Contract Change Order	PID	Project Initiation Document
CCSD	Castroville Community Service District	PS&E	Plans, Specifications, and Estimates
CDP	Costal Development Permit	SB1	Senate Bill, the Road Repair and Accountability Act of 2017
CMGC	Construction Manager/General Contractor	SCL	Santa Clara County Line
CTC	California Transportation Commission	SHOPP	Statewide Highway Operation and Protection Program
CT	Caltrans	SR	State Route
DED	Draft Environmental Document	RFQ	Request for Qualifications
EIR	Environmental Impact Report	RTL	Ready To List
EP	Encroachment Permit	R/W or ROW	Right of Way
FED	Final Environmental Document	TCE	Temporary Construction Easement
OE	Office of Engineering	TMS	Traffic Management System
MASH	Manual for Assessing Safety Hardware	TSA	Traffic Safety Alliance
PA&ED	Project Approval and Environmental Document	UC	Under Crossing

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