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

**BOARD OF DIRECTORS**

**Wednesday, January 22, 2020  
Agricultural Center Conference Room  
1428 Abbot Street, Salinas  
\*\*9:00 AM\*\***

**FOR WIRELESS INTERNET  
CONNECT TO: ABBOTT CONF-GUEST  
PASSWORD: 1428AGGUEST**

*(Agendas are on display and are posted 72 hours prior to the scheduled meeting at the Transportation Agency office and at these public libraries: Carmel, Monterey, Salinas Steinbeck Branch, Seaside, Prunedale, King City, Hartnell College, Monterey Peninsula College, and Cal State University Monterey Bay. Any person who has a question concerning an item on this agenda may call the Transportation Agency office at 831-775-0903 to make inquiry concerning the nature of the item described on the agenda.) The agenda and all enclosures are available on the Transportation Agency website: [www.tamcmonterey.org](http://www.tamcmonterey.org), by clicking on Transportation Agency Board, meetings and agendas, click on agenda item and open it, click on report attachments listed at end of report.*

**1. QUORUM CHECK – CALL TO ORDER**

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

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

**PLEDGE OF ALLEGIANCE**

**2. PUBLIC COMMENTS**

Any person may address the Transportation Agency Board at this time. Presentations should not exceed three minutes, should be directed to an item **NOT** on today's agenda, and should be within the jurisdiction of the Transportation Agency Board.

*Though it is not required, the Transportation Agency Board appreciates your cooperation in completing a speaker request form available on the table at the entrance to the meeting room. Please give the completed form to the Transportation Agency Administrative Assistant. If you have handouts, please provide 30 copies for the entire Board before the meeting starts or email to Agency Administrative Assistant 24 hours in advance of the meeting.*

### **3. CONSENT AGENDA**

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

### **4. PRESENT Transportation Agency Employee of the Quarter to Rich Deal.**

**- Hale**

***Rich Deal has been selected by the employees of the Transportation Agency for Monterey County as the Employee of the Quarter for October - December 2019.***

### **5. ELECTION OF OFFICERS**

- 1. RECEIVE** report from Nominating Committee and **ELECT** Chair, 1st Vice Chair and 2nd Vice Chair of the Board, for the term beginning upon their election through the next election of officers at the beginning of the January 22, 2020 Board meeting; and
- 2. RECEIVE** report from Nominating Committee and **ELECT** members of the Executive Committee for the term beginning upon their election through the next election of officers at the beginning of the January 22, 2020 Board meeting.

**- Rodriguez**

***Agency bylaws require the election of officers at the beginning of the Agency's January meeting. The Nominating Committee is recommending election of the following officers for 2020:***

- Luis Alejo, Chair**
- Ed Smith, 1st Vice Chair**
- Mary Adams, 2nd Vice Chair**
- Robert Huitt, Past Chair**
- Chris Lopez, County Representative**
- Michael LeBarre, City Representative**

6. **PRESENT** the Transportation Excellence Awards for 2019.

- Wright

*The Executive Committee of the Transportation Agency's Board of Directors received nine nominations submitted for the 2019 Transportation Excellence Awards at their January 8, 2020 meeting and approved six nominees to be award recipients.*

7. **TAKE** Board of Directors photo.

- Watson

8. **RECEIVE** update on state and federal legislative issues and **ADOPT** the 2020 legislative program.

- Watson/Khoury

*Staff and legislative analyst Gus Khoury will present an update on state and federal legislative issues and request the TAMC Board adopt the 2020 legislative program.*

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

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

10. **Reports on meetings attended by Board Members at Transportation Agency expense, as required by state law.**

11. **Executive Director's Report.**

12. **Announcements and/or comments from Transportation Agency members on matters that they wish to put on future Transportation Agency agendas.**

13. **ADJOURN**

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

**ADMINISTRATION and BUDGET**

- 3. 1.1 APPROVE** minutes of the Transportation Agency for Monterey County, the Service Authority for Freeways and Expressways and the Monterey Regional Development Impact Fee Joint Powers Agency for Monterey County meeting of December 4, 2019.

- Rodriguez

- 3. 1.2 ACCEPT** the list of checks written for November and December 2019 and credit card statements for the months of October and November 2019.

- Delfino

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

**3. 1.3 Revised Contract Templates for Professional Services**

1. **APPROVE** revised standard template for use in contracting for professional services; and,
2. **APPROVE** the simplified template for use when only local funds are used in contracting for professional services.

- Reimann

*The Agency has approved template agreements for contracts that are intended to conform closely with revised Caltrans requirements. Specific changes are proposed to the existing standard contract template: a bifurcated immunity provision for design services contracts, and a requirement that consultants follow rules for accessibility of websites and documents used in public outreach. In addition, with the expanded authority of the Executive Director to enter into contracts up to \$50,000, and the development of significant local revenues through Measure X, a simplified "Local Revenues only" template is proposed.*

**3. 1.4 Americans with Disabilities Act: Best Practices for Documents, Outreach, and Web Content Accessibility**

1. **ADOPT** accessibility best practices for document preparation and public outreach efforts consistent with guidance for achieving compliance with the Americans with Disabilities Act;
2. **APPROVE** the use of up to \$10,000 in TAMC reserves to provide website accessibility support for the Transportation Agency; and
3. **APPROVE** and **AUTHORIZE** the Executive Director to enter contracts in an amount not to exceed \$10,000 with website accessibility consultants to enhance the Agency's website to meet federally recognized Web Content Accessibility Guidelines;
4. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contracts, including approvals of future modifications or amendments that do not significantly alter the scope of work or change the approved contract term or amount.

- Jacobsen

*The Transportation Agency is committed to providing all persons equal access to public information, as required by the Americans with Disabilities Act. In an effort to enhance the Agency's proactive efforts towards accessibility, it is recommended that the Transportation Agency adopt the attached Best Practices for Accessible Documents and Outreach and direct the hiring of consultant(s) to help the Agency meet requirements of the Web Content Accessibility Guidelines that were recently amended into the American with Disabilities Act.*

**3. 1.5 RECEIVE** report of first quarter of fiscal year 2019/20 Measure X sales tax receipts.

- Delfino

*For the first quarter of fiscal year 2019/2020, the 12 Cities of Monterey County and the County of Monterey Measure X receipts totaled \$4,832,713.47 and the Regional Measure X receipts totaled \$3,221,808.97.*

**3. 1.6 APPROVE** appointments of Agency staff Debbie Hale, Executive Director, as ex-officio member and Todd Muck, Deputy Executive Director and Mike Zeller, Principal Transportation Planner, as ex-officio alternates to the Fort Ord Reuse Authority Board and Administrative Committee for 2020.

- Rodriguez

*The Agency Board appoints Agency staff to the FORA Board and Administrative Committee on an as-needed basis.*

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

- 3. 2.1 APPROVE** the appointment of William Condon to serve as the Association of Monterey Bay Area Governments (AMBAG) primary representative on the TAMC Bicycle and Pedestrian Facilities Advisory Committee.

- Jacobsen

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

## **PLANNING**

- 3. 3.1 RECEIVE** summary of environmental document reviews conducted by TAMC in 2019.

- Jacobsen

*As part of the Transportation Agency's on-going work program, Staff reviews environmental documents to comment on land use, transportation, safety, and greenhouse gas emissions sections of general plan updates, bicycle plans, major development plans, transit plans and other environmental review documents prepared by local agencies and other entities. This report is a summary of completed actions from January - December 2019.*

## **PROJECT DELIVERY and PROGRAMMING**

- 3. 4.1 APPROVE** amendment to grant funds requested by City of Marina for the Cardoza Avenue Corridor Improvement Project as part of the Safe Streets Pilot Program.

- Jacobsen

*After meeting with Agency staff, the City of Marina recognized that the safety enhancements for the Cardoza Avenue/Abdy Way intersection realignment would cost higher than initially estimated due to the addition of curb extensions. An addition of \$100,000 will allow the Safe Streets Pilot Program project to move forward with the safety improvements recommended by TAMC staff.*

**RAIL PROGRAM - No items this month**

**REGIONAL DEVELOPMENT IMPACT FEE**

- 3. 6.1 ACCEPT** the Regional Development Impact Fee Joint Powers Agency's audit report for fiscal year ending June 30, 2019.

**-Goel**

*The auditors found no instances of noncompliance that are required to be reported under Government Auditing Standards, nor did they note any matters involving the internal control over financial reporting and its operation that they consider to be material weaknesses.*

**COMMITTEE MINUTES and CORRESPONDENCE**

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

- [Technical Advisory Committee](#) - January 9, 2020
- [Rail Policy Committee](#) - January 6, 2020 - link to agenda as meeting occurred after the deadline for this agenda packet
- [Executive Committee](#) - January 8, 2020 - link to agenda as meeting occurred after the deadline for this agenda packet
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - January 8, 2020
- [Excellent Transportation Oversight Committee](#) - October 15, 2019

**- Rodriguez**

- 3. 7.2 RECEIVE** correspondence to and from TAMC for the months of December 2019 and January 2020.

**- Rodriguez**

**END OF CONSENT AGENDA**

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## **ANNOUNCEMENTS**

Next Transportation Agency for Monterey County meeting will be on  
Wednesday, February 26, 2020

**\*\*\*Monterey Bay Air Resources District Conference Room\*\*\*  
24580 Silver Cloud Court  
Monterey, California  
9:00 A.M.**

Documents relating to an item on the open session that are distributed to the Board less than 72 hours prior to the meeting shall be available for public inspection at the Office of the Transportation Agency for Monterey County, 55-B Plaza Circle, Salinas, CA.

Documents distributed to the Agency Board at the meeting by staff will be available at the meeting; documents distributed to the Board by members of the public shall be made available after the meeting.

The Transportation Agency web site contains information from the Transportation Agency Resource Guide, including Transportation Agency Board members, Transportation Agency committee members, grant programs, etc. Visit us at: <http://www.tamcmonterey.org>.

**Transportation Agency for Monterey County  
55-B Plaza Circle, Salinas, CA 93901-2902  
Monday thru Friday 8:00 a.m. - 5:00 p.m.  
TEL: 831-775-0903  
FAX: 831-775-0897**

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





## **Memorandum**

**To:** Board of Directors  
**From:** Debra L. Hale, Executive Director  
**Meeting Date:** January 22, 2020  
**Subject:** **Employee of the Quarter**

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### **RECOMMENDED ACTION:**

**PRESENT** Transportation Agency Employee of the Quarter to Rich Deal.

### **SUMMARY:**

Rich Deal has been selected by the employees of the Transportation Agency for Monterey County as the Employee of the Quarter for October - December 2019.

### **FINANCIAL IMPACT:**

None.

### **DISCUSSION:**

The Agency employees recognize Rich Deal for his professionalism and diligence in representing the Agency in various forums. Most notably they appreciate him for his engineering expertise on roundabout and bicycle and pedestrian projects and doing an awesome job at answering questions and facilitating consensus.

### **ATTACHMENTS:**

- Employee of the Quarter Rich Deal

# EMPLOYEE OF THE QUARTER

*Rich Deal*

*It is hereby certified that Rich Deal has been selected by his colleagues at the Transportation Agency for Monterey County as the Employee of the Quarter for October 1, 2019 – December 31, 2019.*

*The Agency employees recognize Rich Deal for his professionalism and diligence in representing the Agency in various forums. Most notably they appreciate him for his engineering expertise on roundabout and bicycle and pedestrian projects and doing an awesome job at answering questions and facilitating consensus.*

*On behalf of the Board of Directors and staff of the Transportation Agency for Monterey County, it is our great pleasure to recognize Rich Deal for his exemplary service.*

*Recognized By*

*Acknowledged By*

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*TAMC Chair  
Luis Alejo*

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*Executive Director  
Debra L. Hale*

*Date: January 22, 2020*



## Memorandum

**To:** Board of Directors  
**From:** Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board  
**Meeting Date:** January 22, 2020  
**Subject:** Election of 2020 Officers

### **RECOMMENDED ACTION:**

#### **ELECTION OF OFFICERS**

1. **RECEIVE** report from Nominating Committee and **ELECT** Chair, 1st Vice Chair and 2nd Vice Chair of the Board, for the term beginning upon their election through the next election of officers at the beginning of the January 22, 2020 Board meeting; and
2. **RECEIVE** report from Nominating Committee and **ELECT** members of the Executive Committee for the term beginning upon their election through the next election of officers at the beginning of the January 22, 2020 Board meeting.

### **SUMMARY:**

Agency bylaws require the election of officers at the beginning of the Agency's January meeting. The Nominating Committee is recommending election of the following officers for 2020:

- Luis Alejo, Chair
- Ed Smith, 1st Vice Chair
- Mary Adams, 2nd Vice Chair
- Robert Huitt, Past Chair
- Chris Lopez, County Representative
- Michael LeBarre, City Representative

### **FINANCIAL IMPACT:**

None.

### **DISCUSSION:**

At its December 4, 2019 meeting, the Board appointed Supervisor Phillips, and Mayor Orozco to the Nominating Committee.

Current members of the Executive Committee are, Chair; Robert Huitt, 1st Vice Chair; Luis Alejo, 2nd Vice Chair; Ed Smith, Past Chair; John Phillips, County representative; Mary Adams, and City representative; Michael LeBarre. The Nominating committee is recommending the following:

- Luis Alejo, Chair
- Ed Smith, 1st Vice Chair
- Mary Adams, 2nd Vice Chair
- Robert Huitt, Past Chair

- Chris Lopez, County Representative
- Michael LeBarre, City Representative

There will also be an opportunity for nominations from the floor.

Staff is asking the Board to elect the officers of the Board and members of the Executive Committee for 2020.



## Memorandum

**To:** Board of Directors  
**From:** Theresa Wright, Community Outreach Coordinator  
**Meeting Date:** January 22, 2020  
**Subject:** Transportation Excellence Awards

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### **RECOMMENDED ACTION:**

**PRESENT** the Transportation Excellence Awards for 2019.

### **SUMMARY:**

The Executive Committee of the Transportation Agency's Board of Directors received nine nominations submitted for the 2019 Transportation Excellence Awards at their January 8, 2020 meeting and approved six nominees to be award recipients.

### **FINANCIAL IMPACT:**

None.

### **DISCUSSION:**

The Transportation Agency would like to show its appreciation to the local community for its outstanding efforts to improve transportation in Monterey County. Staff received nine nominations in the award categories of Individual, Group, Program and Project. The Executive Committee selected the following six nominees to receive the 2019 Transportation Excellence Awards:

- Individual: Andrea Renny, Traffic Engineer, City of Monterey
- Group: Gonzales Public Works Department Staff
- Program: MyTown Exhibit
- Projects:
  - Congress Avenue Rehabilitation Project
  - MST Mobility Services Center
  - River Road & Arroyo Seco Road Pavement Rehabilitation Projects

These recipients will be honored for their contributions to improve transportation in Monterey County during the Agency's Board meeting on January 22, 2020.

A description of each award recipient is included in the online web attachment.

### **WEB ATTACHMENTS:**

[Transportation Excellence Award 2019 Recipients](#)



## Memorandum

**To:** Board of Directors  
**From:** Christina Watson, Principal Transportation Planner  
**Meeting Date:** January 22, 2020  
**Subject:** Legislative Update & 2020 Legislative Program

### **RECOMMENDED ACTION:**

**RECEIVE** update on state and federal legislative issues and **ADOPT** the 2020 legislative program.

### **SUMMARY:**

Staff and legislative analyst Gus Khouri will present an update on state and federal legislative issues and request the TAMC Board adopt the 2020 legislative program.

### **FINANCIAL IMPACT:**

Several items on the final 2020 legislative program pertain to preserving and seeking transportation funding.

### **DISCUSSION:**

Agency legislative analyst Gus Khouri, Khouri Consulting, will attend the meeting to present an update on state legislative activities, including the Governor's draft budget (**attachment 1**).

Federal transportation legislation is moving forward with the signature of transportation appropriations funding bill (House Resolution 1865) into law on December 20, 2019 that funds the government through September 30, 2020. The bipartisan "minibus" appropriations bill includes \$1.3 trillion in total transportation funding, including:

- \$46 billion for highways, of which:
  - \$1.15 billion for bridges
  - \$781 million for electric vehicle charging infrastructure
- \$12.9 billion for transit, of which:
  - \$338 million for buses and bus facilities
  - \$2 billion for Capital Investment Grants (CIG)
- \$2.5 billion for rail, of which:
  - \$1.3 billion for Amtrak
  - \$700 million for the Northeast Corridor
- \$1 billion for Better Utilizing Investments to Leverage Development (BUILD) grants

A five-year transportation authorization bill (America's Transportation Infrastructure Act) to replace the Fixing America's Surface Transportation (FAST) Act, which expires on September 30, 2020, is awaiting action by the budget and transit committees.

The purpose of the legislative program is to set general principles to guide staff and Board responses to legislative or

budgetary proposals. The program also notifies state representatives of the Transportation Agency's position on issues of key importance to the Agency. The legislative program continues to focus on transportation funding and is limited to priorities that are likely to come up in the legislative session. One of the priorities will be pursued as Agency legislation in 2020: item 4S: Sponsor legislation to allow the California Department of Fish and Wildlife to allow Caltrans to adopt appropriate avoidance and mitigation measures to protect the Santa Cruz Long-Toed Salamander from potential impacts of the Highway 156 project. On December 13, 2019, the Monterey Herald reported on this issue (see **web attachment**).

**Attachment 2** is the final legislative program, and **Attachment 3** shows changes from the draft program. Key changes between the draft program circulated by the TAMC Board and the proposed final program include:

State priorities:

- Revised 4S: Sponsor legislation to allow the California Department of Fish and Wildlife to allow Caltrans to adopt appropriate avoidance and mitigation measures to protect the Santa Cruz Long-Toed Salamander from potential impacts of the Highway 156 project.
- New item: 5S: Support resolution to recognize the Coast Route as an active rail corridor that can help the State meet transportation and greenhouse gas emission reduction goals.
- Revised 7S: Support legislation to increase safety and reduce fatalities by modifying laws establishing speed limits to be based on safety considerations, with attention to enforcement of speed limits.
- New item: 11S: Support MST efforts to seek funding to implement the infrastructure needed to meet the deadlines of the Innovative Clean Transit (ICT) Regulation transition to a 100 percent zero emission bus fleet by 2040.

Federal priorities:

- Revised 1F: Support stabilizing and increasing transportation infrastructure funding sources to avoid the bankruptcy of the federal highway and transit trust funds in the multimodal transportation authorization bill:
  2. Explore innovative funding mechanisms, such as a pay-by-the-mile user fee and, public private partnerships, or wholesale energy taxes.
  4. Remove procedural obstacles that impede expenditure of authorized federal funding, including cash flow options for small and rural grantees.
- Revised 2F: Allow the California Environmental Quality Act (CEQA) to substitute for the National Environmental Policy Act (NEPA), and expand the definition of Categorical Exclusions, while retaining environmental protections - deleted "without restrictions".
- Deleted 5F regarding Regional Transportation Plan update timeframe.

Staff presented the draft program at the TAMC Board meeting in October and the Rail Policy Committee, Bicycle and Pedestrian Facilities Advisory Committee, and Technical Advisory Committee in November. Staff also met with partner agencies locally and statewide to discuss items for the program. On January 8, 2020, the Executive Committee reviewed the final draft program and recommended adoption by the Board.

## **ATTACHMENTS:**

- ▢ Khouri state report
- ▢ Final 2020 Legislative Program
- ▢ Final 2020 Legislative Program showing changes from draft

## **WEB ATTACHMENTS:**

- [December 13, 2019 article in the Monterey Herald, "Salamander could threaten Highway 156 widening project"](#)



December 10, 2019

TO: Board Members, Transportation Agency for Monterey County  
FROM: Gus Khouri, Principal  
Khoury Consulting

**RE: STATE LEGISLATIVE UPDATE – JANUARY**

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The legislature concluded its business and adjourned for the year. It is set to reconvene on January 6, 2020 for the second year of the 2019-2020 legislative Session. The following is a brief summary of current challenges as well as grant opportunities that TAMC may wish to consider.

**Governor’s Executive Order on Climate Change: Challenge to Become More Multi-modal**

On Friday, September 20, 2019, Governor Gavin Newsom issued an Executive Order aimed at combatting climate change and strengthening the state’s climate resiliency. With a focus on reducing emissions from the transportation sector, the Executive Order could lead to a greater focus on public transit and active transportation projects. The Executive Order directs the California State Transportation Agency (CalSTA) to invest its annual portfolio of \$5 billion (inclusive of such programs as the State Highway Operations and Protection Program, State Transportation Improvement Program, Solutions for Congested Corridors Program, Local Partnership Program, and Transit and Intercity Rail Capital Program) to build, operate and maintain projects that help reverse the trend of increased fuel consumption and instead result in a reduction of vehicle miles traveled and greenhouse gas emissions associated with the transportation sector.

CalSTA, in consultation with the Department of Finance, is directed to align transportation spending, programming and mitigation to achieve the greenhouse gas emission reduction targets in the state’s Climate Change Scoping Plan, where feasible. We are discussing with the administration to ensure that this directive will not compromise the ability to leverage Measure X dollars to deliver projects on the state highway system that enhance safety and congestion management. CalSTA Secretary David Kim has stated on many occasions that SB 1 dollars will not be diverted, but it has been clear from the California Transportation Commission (CTC) workshops for the SB 1 competitive programs that a heavier emphasis is now placed on multi-modal options.



## **Grant Opportunities:**

### **SB 1 Competitive Grant Programs**

In 2018, TAMC received \$19 million from the Local Partnership Program (LPP) in Cycle 1 for Imjin Parkway. It was one of the largest awards from the program statewide and represented 27 years' worth of funding had TAMC been solely dependent on its annual formulaic apportionment of \$700,000 from the formulaic side of the program. For Cycle 2, TAMC is considering an application for the State Route 156 (SR 156) at Castroville Road project. As a result, we have been attending several workshops for the various competitive programs to help position TAMC for a prospective award.

The Trade Corridor Enhancement Program (TCEP) represents the most natural fit to address a congested trade corridor such as SR 156, but uncertainty surrounds the program as CalSTA has been heavily engaged in determining which projects may be funded. Regions can still nominate a project but having the backing of Caltrans would be helpful.

We attended multiple CTC workshops on the adoption of guidelines for the Solutions for Congested Corridors Program (SCCP). To help maximize the prospects of success, we have been pushing for the CTC to consider awarding projects in counties with a population of 500,000 or less. Thankfully, CTC staff has included language for this purpose in SCCC. Guidelines will be considered for adoption on January 29-30.

With the Governor's veto of Senate Bill 277 (Beall), which would have changed the allocation of the Local Partnership Program (LPP), LPP guidelines are expected to be relatively similar to Cycle 1, with a few exceptions relating to project readiness (completed environmental documents) and recognition of geographic distribution. The CTC may choose to recalibrate the current 50/50 distribution of funds between formula and competitive funding to favor a 65/35 or 60/40 split favoring formula. Given the shorter cycle of funding moving forward, the CTC may have less flexibility to allocate funding for projects across the board this round. TAMC is seeking a distribution formula favoring population over revenue for the formulaic portion of the program.

We attended the LPP workshops in San Diego, which represented the final opportunity to comment on draft guidelines prior to final adoption by the Commission in January. Applications for the competitive portion of LPP, TCEP, and SCCC are scheduled to be due by the end of June, and awards made in October.

### **Transit and Intercity Rail Capital Program (TIRCP)**

Cycle 4 for TIRCP is current underway. The program, which is administered by CalSTA, represents an opportunity for TAMC to build on its success of providing additional rail service through the county. TAMC was a recent beneficiary, having secured \$10.1 million for the extension of two round trip passenger rail services from Gilroy to Salinas, including a layover facility and positive train control. For this round, the Coast Rail Coordinating Council, in conversation with the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (LOSSAN), has discussed submitting an application to acquire funds to conduct a feasibility study for acquiring Union Pacific right of way in to deliver Coast rail service.



## 2020 Legislative Program

### State Priorities

- 1S. Preserve funding for transportation projects, maximize formula funding to regions, and preserve regional discretion and priority-setting.
- 2S. Pursue competitive grant or bond funding for highway safety, traffic congestion relief, trade corridors, passenger rail, and public transportation for Monterey County projects.
- 3S. Promote jobs-housing balance and alternative transportation modes as ways to reduce vehicles miles traveled, while maintaining statewide equity between urban and rural areas.
- 4S. Sponsor legislation to allow the California Department of Fish and Wildlife to allow Caltrans to adopt appropriate avoidance and mitigation measures to protect the Santa Cruz Long-Toed Salamander from potential impacts of the Highway 156 project.
- 5S. Support resolution to recognize the Coast Route as an active rail corridor that can help the State meet transportation and greenhouse gas emission reduction goals.
- 6S. Support efforts to reauthorize Public Private Partnership authority, public tolling authority, and design-build authority, expand mode eligibility, and allow for regional control of such projects
- 7S. Support legislation to increase safety and reduce fatalities by modifying laws establishing speed limits to be based on safety considerations, with attention to enforcement of speed limits.
- 8S. Support legislation to devote a permanent share of Cap and Trade funding to the Active Transportation Program.
- 9S. Support streamlining project delivery, including simplifying grant program applications, raising encroachment permit thresholds, and accelerating project permit approvals.
- 10S. Coordinate with the Monterey-Salinas Transit District to update Transportation Development Act (TDA) law.
- 11S. Support MST efforts to seek funding to implement the infrastructure needed to meet the deadlines of the Innovative Clean Transit (ICT) Regulation transition to a 100 percent zero-emission bus fleet by 2040.

- 12S.** Support legislation that promotes transit-oriented development (such as via redevelopment or opportunity zones), complete streets, alternative commutes, multi-modal transportation, and active transportation projects.
- 13S.** Support member agencies' requests for state funding of regionally significant transportation projects and support partner agency legislative efforts as they interface with regional transportation priorities, when they are consistent with Transportation Agency for Monterey County priorities.



## 2020 Legislative Program

### Federal Priorities

- 1F.** Support stabilizing and increasing transportation infrastructure funding sources to avoid the bankruptcy of the federal highway and transit trust funds in the multimodal transportation authorization bill:
  1. Increase and index the gas tax to inflation.
  2. Explore innovative funding mechanisms, such as a pay-by-the-mile user fee, public private partnerships, or wholesale energy taxes.
  3. Expand access to Transportation Infrastructure Finance and Innovation Act (TIFIA) loans.
  4. Remove procedural obstacles that impede expenditure of authorized federal funding, including cash flow options for small and rural grantees.
  5. Support the return of directed federal funding for transportation priorities.
  6. Coordinate with military installations in Monterey County to seek funding for transportation projects with a nexus to those installations.
  7. Support Monterey-Salinas Transit application for federal funding for the SURF Bus Line in the Monterey Branch Line corridor.
  8. Support applications for the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant program on the California Central Coast.
- 2F.** Allow the California Environmental Quality Act (CEQA) to substitute for the National Environmental Policy Act (NEPA), and expand the definition of Categorical Exclusions, while retaining environmental protections.
- 3F.** Support streamlining of federal rail funding and removal of funding barriers between commuter and intercity rail programs, with the goal of increasing passenger rail service for the traveling public.
- 4F.** Support an adequate level of funding for Amtrak and support a fair share allocation to California for capital improvements and vehicle acquisition.
- 5F.** Support member agencies' requests for federal funding of regionally significant transportation projects and support partner agency legislative efforts as they interface with regional transportation priorities, when they are consistent with Transportation Agency for Monterey County priorities.



## DRAFT-2020 Legislative Program

### State Priorities

- 1S. Preserve funding for transportation projects, maximize formula funding to regions, and preserve regional discretion and priority-setting.
- 2S. Pursue competitive grant or bond funding for highway safety, traffic congestion relief, trade corridors, passenger rail, and public transportation for Monterey County projects.
- 3S. Promote jobs-housing balance and alternative transportation modes as ways to reduce vehicles miles traveled, while maintaining statewide equity between urban and rural areas.
- 4S. [Support measures Sponsor legislation](#) to allow the California Department of Fish and Wildlife to allow Caltrans to adopt appropriate avoidance and mitigation measures to protect the Santa Cruz Long-Toed Salamander from potential impacts of the Highway 156 project.
- 5S. [Support resolution to recognize the Coast Route as an active rail corridor that can help the State meet transportation and greenhouse gas emission reduction goals.](#)
- 5S-6S. Support efforts to reauthorize Public Private Partnership authority, public tolling authority, and design-build authority, expand mode eligibility, and allow for regional control of such projects
- 6S-7S. Support legislation to [increase safety and](#) reduce ~~pedestrian and bicyclist~~ fatalities by modifying [laws establishing](#) speed ~~trap laws that prioritize higher automobile speeds~~ [over limits to be based on](#) safety considerations, [with attention to enforcement of speed limits.](#)
- 7S-8S. Support legislation to devote a permanent share of Cap and Trade funding to the Active Transportation Program.
- 8S-9S. Support streamlining project delivery, including simplifying grant program applications, raising encroachment permit thresholds, and accelerating project permit approvals.
- 9S-10S. Coordinate with the Monterey-Salinas Transit District to update Transportation Development Act (TDA) law.
- 11S. [Support MST efforts to seek funding to implement the infrastructure needed to meet the deadlines of the Innovative Clean Transit \(ICT\) Regulation transition to a 100 percent zero-emission bus fleet by 2040.](#)

**10S.12S.** Support legislation that promotes transit-oriented development (such as via redevelopment or opportunity zones), complete streets, alternative commutes, multi-modal transportation, and active transportation projects.

**11S.13S.** Support member agencies' requests for state funding of regionally significant transportation projects and support partner agency legislative efforts as they interface with regional transportation priorities, when they are consistent with Transportation Agency for Monterey County priorities.



## ~~DRAFT~~ 2020 Legislative Program

### Federal Priorities

- 1F. Support stabilizing and increasing transportation infrastructure funding sources to avoid the bankruptcy of the federal highway and transit trust funds [in the multimodal transportation authorization bill](#):
  1. Increase and index the gas tax to inflation.
  2. Explore innovative funding mechanisms, such as a pay-by-the-mile user fee ~~and~~ public private partnerships, [or wholesale energy taxes](#).
  3. Expand access to Transportation Infrastructure Finance and Innovation Act (TIFIA) loans.
  4. Remove procedural obstacles that impede expenditure of authorized federal funding, [including cash flow options for small and rural grantees](#).
  5. Support the return of directed federal funding for transportation priorities.
  6. Coordinate with military installations in Monterey County to seek funding for transportation projects with a nexus to those installations.
  7. Support Monterey-Salinas Transit application for federal funding for the SURF Bus Line in the Monterey Branch Line corridor.
  8. Support applications for the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant program on the California Central Coast.
- 2F. Allow the California Environmental Quality Act (CEQA) to substitute for the National Environmental Policy Act (NEPA), ~~without restrictions~~, and expand the definition of Categorical Exclusions, while retaining environmental protections.
- 3F. Support streamlining of federal rail funding and removal of funding barriers between commuter and intercity rail programs, with the goal of increasing passenger rail service for the traveling public.
- 4F. Support an adequate level of funding for Amtrak and support a fair share allocation to California for capital improvements and vehicle acquisition.
- ~~5F. Support efforts to change the update timeline for the Regional Transportation Plan from the current four years to eight years.~~
- 6F.5F. Support member agencies' requests for federal funding of regionally significant transportation projects and support partner agency legislative efforts as they interface with

regional transportation priorities, when they are consistent with Transportation Agency for Monterey County priorities.





## **Memorandum**

**To:** Board of Directors  
**From:** Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board  
**Meeting Date:** January 22, 2020  
**Subject:** **Reports from Transportation Providers**

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### **RECOMMENDED ACTION:**

**RECEIVE** reports from Transportation Providers:

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

### **FINANCIAL IMPACT:**

None.

### **ATTACHMENTS:**

- Caltrans Project Update



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE JANUARY 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

## CONSTRUCTION PROJECTS

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
1.	<b>Highway 1 Replace 7 Culverts on Mon-1 (1F080)</b>	In Monterey County at various locations from 2.5 miles north to 67.3 miles north of the Monterey/San Luis Obispo County line (PM 2.5-67.3)	Culvert rehabilitation	Spring – Fall 2019	\$3 million	SHOPP	Ken Dostalek (RS)	Serafix Engineering Contractors, San Ramon, CA	Construction (excluding plant establishment) completed November 13, 2019.
2.	<b>Highway 1 EFA Contract #05A1959 (1H780)</b>	South of Gorda to Lucia (PM 8.23)	Remove slide at Mud Creek (PM 8.9) & Paul's Slide (PM 21.6)	Winter 2016— Winter 2019	Tentatively \$84 million	SHOPP	Berkeley Lindt (RS)	John Madonna Construction San Luis Obispo, CA	Mud Creek - \$56 million & Paul's Slide - \$25 million.
3.	<b>Highway 1 EFA Contract #05A2173 (1K560)</b>	South of Gorda Mud Point (PM 8.5/9.5)	Repair/Enhance RSP Restore catchment areas	Spring 2019— Fall 2019	\$20.5 million	SHOPP	Berkeley Lindt (RS)	Crye Construction Morro Bay, CA	Project completed early December, 2019.
4.	<b>Highway 1 Big Sur CAPM (1F680)</b>	From Torre Canyon Bridge to Carpenter Street (PM 39.8/74.6)	Pavement rehabilitation	Spring 2020 - Fall 2021	\$24 million	SB 1 SHOPP	Carla Yu (PD)	Granite Rock Company San Jose, CA	Contract was approved Nov. 25, 2019.
5.	<b>Highway 1 Safety Upgrades: Hurricane Point to Rocky Creek Viaduct (1A000)</b>	South of Bixby Creek Bridge to south of Rocky Creek Bridge (PM 58.3/59.8)	Shoulder widening, guardrail upgrades, potential retaining wall	March 18, 2019— Fall 2019	\$5.3 million	SHOPP	Ken Dostalek (PD)	Granite Construction Company of Watsonville, CA	Construction (excluding plant establishment) completed November 28, 2019.
6.	<b>Highway 1 EFA Contract #05A2172 (1K580)</b>	Carmel Highlands (PM 69.6)	Replace Culverts and Repair Pavement	Summer 2019 Winter 2019/20	\$750,000	SHOPP	Berkeley Lindt (RS)	Granite Construction Company of Watsonville, CA	Phase 1 complete. Phase 2 estimated to complete in late November. Phase 3 to begin in January, 2020.

### California Department of Transportation

District 5, 50 Higuera Street, San Luis Obispo, California 93401

District 5 Public Information Office (805) 549-3318

www.dot.ca.gov/dist05 email: info-d5@dot.ca.gov

Monterey – San Benito – San Luis Obispo – Santa Barbara – Santa Cruz



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE JANUARY 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

## CONSTRUCTION PROJECTS

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
7.	<b>Highway 68 Pacific Grove Shoulder Widening</b> (1C250)	Pacific Grove to Scenic Drive (PM 1.6/L4.0)	Shoulder widening, rumble strips, guardrail	Summer 2019—Spring 2021	\$3.6 million	SHOPP	Carla Yu (RJ)	Granite Construction Company Watsonville, CA	Construction started July 30, 2019.
8.	<b>ZEV Project</b> (1J040)	Camp Roberts Safety Roadside Rest Areas (PM R2.9/R5.3)	Transportation infrastructure improvement for zero-emission vehicle charging.	Fall 2019	\$1.2 million	SHOPP	Aaron Henkel (AN)	PS&E/RW	Project award was delayed to secure additional funding - awarded on November 1, 2019, approved on December 9, 2019. Working days will begin on 3/9/20 due to delayed start for material procurement. 90 Working Days.
9.	<b>US 101 Paris Valley 2R Rehab</b> (1F740)	Near King City south of Paris Valley Road overcrossing to Rancho undercrossing (PM R28.0/R30.6)	Pavement rehabilitation	Summer 2019 - Winter 2020	\$26.9 million	SHOPP	Aaron Henkel (AN)	Papich Construction Company	Construction is ongoing – contractor will be paving the concrete #1 lane and inside shoulder beginning mid-November and finishing mid-December. Traffic switch will occur early 2020 for reconstruction of the #2 lane and outside shoulder.
10.	<b>US 101 Salinas CAPM</b> (1F700)	North of Gonzales to East Market Street (PM 73.8/87.3)	Pavement preservation	Summer 2019- Fall 2020	\$24.1 million	SHOPP	David Silberberger (TL)	PS&E/RW	The project is in construction. Target project completion is October 2020.
11.	<b>US 101 Mon 101 Transportation Management System</b> (0N200)	Near Salinas north of the Airport Blvd south of the San Miguel Canyon (86.0/95.8)	Construct Transportation Management System	Winter 2019/20-Fall 2020	\$1 million	SHOPP	David Silberberger (BR)	PS&E/RW	Construction in Winter suspension until April 2020. Estimated completion is December 2020.



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE JANUARY 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

## CONSTRUCTION PROJECTS

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
12.	<b>US 101 Salinas Rehabilitation</b> (1C890)	East Market Street overcrossing to just south of Russell/Espinosa Road  (PM 87.31/R91.5)	Roadway rehabilitation	Spring 2019 – Summer 2021	\$37 million	SHOPP	Aaron Henkel (TL)	Granite Rock Company, Watsonville, CA	Construction started, with primarily overnight work. Ramp reconstruction work is ongoing as well.
13.	<b>US 101 King City Combined Projects</b> (1F75U4)	Near King City from South of Wild Horse Road to Teague Avenue	Pavement Rehabilitation, Seismic Retrofit with widening and median barrier	Spring 2019— Summer 2023	\$77.7 million	SHOPP	Aaron Henkel (TLang)	OHL, USA, Irvine, CA	Construction underway. Lanes have been reduced to 1 lane each direction from Wildhorse Rd to 1 <sup>st</sup> Street.

## PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
14.	<b>TMS Detection Repair</b> (1H990)	Various locations throughout District 5  (SRs 1, 17, 68, 156, 101)  (PM Various)	Replace failed TMS Detection	Winter 2020	\$3 million	SB1 SHOPP	Brandy Rider	PS&E/RW	Project in final design, on schedule.
15.	<b>Highway 1 Replace Culvert Near Limekiln Creek</b> (0Q500)	Near Lucia south of Limekiln Bridge  (PM 20.4)	Replace culvert and repair erosion	Fall 2021	\$1.5 million	SHOPP	Ken Dostalek	PS&E	Plans, Specifications, and Estimate (PS&E) completion date expected in January 2020. RTL expected for April 2020.



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE JANUARY 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

## PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
16.	<b>Highway 1 Castro Canyon Bridge Rail Upgrade</b>  (1H490)	At Castro Canyon Bridge  (PM 43.1)	Replace bridge rail	Spring 2022	\$1.6 million	SHOPP	Ken Dostalek	PA&ED	Draft project report and environmental document expected to be completed Feb. 3, 2020.
17.	<b>Highway 1 Little Sur Retaining Wall</b>  (1K050)	Between Little Sur River and North of Big Sur  (PM 55.9/55.9)	Construct earth retaining system	Fall 2022	\$2.9 million	SHOPP	Carla Yu	PA&ED	Environmental studies are underway.
18.	<b>Highway 1 Garrapata Creek Bridge Rail Replacement</b>  (1H800)	At Garrapata Creek Bridge  (PM 62.97)	Bridge rail rehabilitation	Fall 2023	\$3 million	SHOPP	Carla Yu	PA&ED	Environmental studies are underway. Project is a “long lead” with a longer than normal environmental study period needed to develop a context sensitive solution for the bridge rail with historic structures.
19.	<b>Highway 1 Garrapata Creek Bridge Rehab</b>  (1H460)	At Garrapata Creek Bridge  (PM 63.0)	Electrochemical Chloride Extraction (ECE) of bridge structure	Spring 2023	\$10 million	SHOPP	Carla Yu	DESIGN	Project is in Design Phase.
20.	<b>Highway 68 Hwy 68 Curve Correction</b>  (1J460)	Near Pacific Grove West of Community Hospital Entrance  (PM 0/0)	Improve superelevation, widen shoulders, install rumble strip	Fall 2023	\$7 million	SHOPP	Aaron Henkel	PA&ED	Project is in Design.
21.	<b>Highway 68 Pacific Grove ADA Pathway</b>  (1H220)	From 17 Mile Drive to Congress Avenue  (PM 0.5/0.8)	Provide accessible pathway	Winter 2022	\$0.75 million	SHOPP	Mike Lew	PS&E	Project is nearing 60% constructability review.



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE JANUARY 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

## PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
22.	<b>Highway 68 Pacific Grove CAPM</b> (1H000)	From Forest Avenue to the SR 1/68 Junction (PM 1.1/L4.3)	Pavement preservation	Summer 2021	\$8 million	SHOPP	Carla Yu	DESIGN	Project is in Design Phase.
23.	<b>US 101 Camp Roberts SRRRA Infrastructure Upgrade</b> (1H020)	Northbound and southbound at the Camp Roberts Rest Area (PM R2.9/R5.3)	Safety roadside rest area infrastructure upgrade	Winter 2021	\$5.5 million	SHOPP	Barak Miles	PS&E/RW	Project is in Design.
24.	<b>US 101 San Antonio River Bridge-Seismic Retrofit</b> (1F820)	Near King City at the San Antonio River Bridge (PM R6.7)	Seismic retrofit 2 bridges	Winter 2021	\$11.9 million	SHOPP	Carla Yu	DESIGN	Project is in Design.
25.	<b>US 101 North Soledad OH Deck Replacement</b> (0F970)	North Soledad Bridge (PM 62.1/63.2)	Bridge replacement	Summer 2021	\$6.6 million	SHOPP	Ken Dostalek	PS&E/RW	Design is 95% complete. Project requires multiple agreements with Union Pacific Railroad that may extend the Design phase. Project scope may be limited to deck replacement depending on UPRR agreements. Expected to advertise for construction in March 2020.
26.	<b>US 101 Monterey-San Benito Co Roadside Safety Improvements</b> (1F900)	In Monterey and San Benito Counties North Gonzales to SCL Line (PM 73.0/96.8)	Roadside safety improvements	Fall 2020 - Spring 2021	\$4.5 million	SHOPP	Brandy Rider	PS&E/RW	Project in final design, on schedule.



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE JANUARY 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

## PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
27.	<b>US 101 Market Street Northbound On-ramp Improvements</b> <b>(1H050)</b>	Near Salinas from East Market Street to South of Sherwood Drive  (PM 87.4/87.8)	Roadway and Retaining Wall	Winter 2022- Fall 2023	\$4.7 million	SHOPP	David Silberberger	Design	PA& ED finished on 11/18/19. Design (PS&E) can now begin.
28.	<b>US 101 Prunedale Rehab</b> <b>(1H690)</b>	Near Prunedale North of Boronda Road overcrossing to Monterey/San Benito County Line  (PM R91.5/101.3)	Pavement rehabilitation	Winter 2022- Winter 2025	\$60 million	SB 1 SHOPP	David Silberberger	PA&ED	The environmental document is now expected to be completed in August 2021.
29.	<b>Highway 156 Castroville Overhead</b> <b>(0A090)</b>	On SR 156 between the SR 183/156 separation and Castroville Boulevard  (PM R1.1/R2.1)	Replace Bridge Railing	Spring 2021- Summer 2022	\$4.5 million	SHOPP	David Silberberger	PS&E/RW	Design of the structure continues. Due to additional delays in the railroad process, the start date for construction has moved out to Spring of 2021.
30.	<b>Highway 156 Castroville Boulevard Interchange</b> <b>(31601)</b>	At Castroville Boulevard  (PM R1.6/R2.1 & 1.0/1.4)	Construct new interchange	Fall 2019 – Summer 2024	\$55 million	STIP Measure X Federal Demo	David Silberberger	PA&ED	Work is underway on the design and right of way for this project.
31.	<b>Highway 183 Castroville Improvement Project</b> <b>(1H650)</b>	Community of Castroville from Del Monte Ave. to Washington St  (PM R8.4/9.8)	Asset Management Pilot Project	Fall 2023- Summer 2025	\$16 million	SHOPP	David Silberberger	PA&ED	Work is underway on the environmental document.



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE JANUARY 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

## PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
32.	Highway 218 Seaside ADA  (1H230)	From Del Monte Road to Fremont Boulevard  (PM R0.2/L0.9)	ADA compliant pedestrian access	Spring 2022	\$1 million	SHOPP	Mike Lew	PS&E	PS&E began June 12, 2019.

### ACRONYMS USED IN THIS REPORT:

<b>ADA</b>	Americans With Disabilities Act
<b>EIR</b>	Environmental Impact Report
<b>PA&amp;ED</b>	Project Approval and Environmental Document
<b>PS&amp;E</b>	Plans, Specifications, and Estimates
<b>SB</b>	Senate Bill, the Road Repair and Accountability Act of 2017
<b>SCL</b>	Santa Clara County Line
<b>SHOPP</b>	Statewide Highway Operation and Protection Program
<b>SR</b>	State Route
<b>TMS</b>	Traffic Management System





## **Memorandum**

**To:** Board of Directors  
**From:** Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board  
**Meeting Date:** January 22, 2020  
**Subject:** **TAMC Draft Minutes of December 4, 2019**

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### **RECOMMENDED ACTION:**

**APPROVE** minutes of the Transportation Agency for Monterey County, the Service Authority for Freeways and Expressways and the Monterey Regional Development Impact Fee Joint Powers Agency for Monterey County meeting of December 4, 2019.

### **ATTACHMENTS:**

- TAMC Draft Minutes of December 4, 2019

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

**DRAFT MINUTES OF DECEMBER 4, 2019 TAMC BOARD MEETING**

Agricultural Center Conference Room  
 1428 Abbott Street, Salinas

<b>TAMC BOARD MEMBERS</b>	<b>JAN 19</b>	<b>FEB 19</b>	<b>MAR 19</b>	<b>APR 19</b>	<b>MAY 19</b>	<b>JUN 19</b>	<b>AUG 19</b>	<b>SEP 19</b>	<b>OCT 19</b>	<b>DEC 19</b>
L. Alejo, Supr. Dist. 1, <b>1st Vice Chair</b> (L. Gonzales; <del>J. Gomez</del> )	P	P	P	P(A)	P(A)	P(A)	P	P	P(A)	P(A)
J. Phillips, Supr. Dist. 2, <b>Past Chair</b> (J. Stratton)	P	P	P	P(A)	P(A)	P	P	P	P	P
C. Lopez, Supr. Dist. 3 (P. Barba)	P*	P	P	P	P	P	P	P(A)	P	P(A)
J. Parker, Supr. Dist. 4 (W. Askew)	P	P	P	P(A)	P	P	P	P	P	P(A)
M. Adams, Supr. Dist 5 (Y. Anderson)	P	P	P(A)	P(A)	P	P(A)	P	P	P	P(A)
D. Potter, Carmel-by-the-Sea (J. Barrpn)	P*	P	P	P	P	P	P	P	P	P
A. Kerr, Del Rey Oaks (P. LIntell)	-	P	P	P	P	P	P	P	P	P
M. Orozco, Gonzales (L. Worthy)	P	P	P	P(A)	P	P	P	P	P	P(A)
A. Untalon, Greenfield (A. Tipton)	P*	P	P	P(A)	P	P	P	P	P	E
M. LeBarre, King City (C. DeLeon)	P	P	P	P	E	P	P	P	P	-
B. Delgado, Marina (F. O'Connell)	P	P	P(A)	P	P	P	P	P	P(A)	-
E. Smith, Monterey, <b>2nd Vice Chair</b> (A. Renny)	P	-	E	P	E	P	P	P	P	P
R. Huitt, Pacific Grove, <b>Chair</b> ( <del>N. Smith</del> , D. Gho)	P	P	P	P	P	P	P	P	P	P
S. Davis, Salinas ( <del>C. Cromones</del> , J. Gunter)	P*	P	P	P	P(A)	P	P(A)	P	P	-
Gregory Hawthorne, Sand City (J. Blackwelder)	-	-	P	P	P	P(A)	P	-	P	P(A)
I. Oglesby, Seaside (D. Pacheco)	P*	P	P	P	P	P	P	-	-	-
A. Chavez, Soledad (F. Ledesma)	P	P	P	P	P	P	E	P	P	P
M. Twomey, AMBAG (H. Adamson, <del>B. Patel</del> , S. Vienna)	P(A)	P(A)	P	P(A)	P(A)	P(A)	P(A)	P(A)	P	-
T. Gubbins, Caltrans, Dist. 5 (A. Loe, <del>O. Monroy Ochoa</del> , J. Olejnik, K. McClendon)	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)
R. Stedman, Monterey Bay Air Resources District ( <del>A. Romero</del> , D. Frisbey)	-	P(A)	P	P	P(A)	P	P	-	P(A)	-
B. Sabo, Monterey Regional Airport District	P	-	P	P	P	P	P	P	-	P
C. Sedoryk, Monterey-Salinas Transit (L. Rheinheimer – Michelle Overmeyer)	P(A)	P	P	P	-	P	P	P	P	P(A)
T. Coffman-Gomez, Watsonville (L. Hurst)	P*	-	P	-	P	-	P	E	P	E
E. Ochoa, CSUMB ( <del>A. Lewis</del> , L. Samuels)	-	-	-	-	-	P(A)	P(A)	-	-	-

TAMC STAFF	JAN 19	FEB 19	MAR 19	APR 19	MAY 19	JUN 19	AUG 19	SEP 19	OCT 19	DEC 19
S. Castillo, Transportation Planner	P	P	P	E	P	P	P	P	P	P
D. Delfino, Finance Officer/Analyst	P	P	P	P	P	P	P	P	P	P
R. Deal, Principal Engineer	P	P	P	P	P	P	P	P	P	P
R. Goel, Dir. Finance & Administration	P	P	E	P	P	P	P	E	P	P
A. Green, Sr. Transportation Planner	P	P	P	P	E	P	P	P	P	P
D. Hale, Executive Director	P	P	P	P	P	P	P	P	P	P
M. Jacobsen, Transportation Planner							P	P	P	P
M. Montiel, Administrative Assistant	P	P	P	P	P	P	P	P	P	P
T. Muck, Deputy Executive Director	P	E	P	P	P	P	P	P	P	P
J. Ramirez, Go831 Coordinator							P	P	P	P
K. Reimann, Legal Counsel	P	P	P	P	P	P	P	P	P	P
E. Rodriguez, Clerk of the Board/ Senior Administrative Assistant	P	P	P	E	P	P	E	P	P	P
L. Terry, Accountant Assistant	E	P	E	E	E	E	E	E	E	P
C. Watson, Principal Trans. Planner	P	P	P	P	P	E	P	P	P	P
L. Williamson, Senior Trans. Engineer	P	P	P	P	P	P	P	P	P	P
T. Wright, Community Outreach	P	P	P	P	P	P	P	P	P	P
M. Zeller, Principal Trans. Planner	P	P	P	P	P	E	P	P	P	P

**OTHERS PRESENT**

Mario Romo	Access Monterey Peninsula	Eric Peterson	Salinas resident
Justin Riedmiller	Access Monterey Peninsula	Sig & Dell Matt	Prunedale residents
Brenda Aguilar	Agency representative	Jason Retterer,	Property Representative

**1. CALL TO ORDER**

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

**2. PUBLIC COMMENTS**

There was no public comment.

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### 3. **CONSENT AGENDA**

**M/S/C** Smith/Potter/unanimous

The Board approved the consent agenda as follows:

#### ***ADMINISTRATION and BUDGET***

- 3.1.1** Approved minutes of the Transportation Agency for Monterey County, the Service Authority for Freeways and Expressways, and the Monterey County Regional Development Impact Fee Joint Powers Agency for Monterey County meeting of October 23, 2019.
- 3.1.2** Accepted the list of checks written for October 2019 and credit card statements for the month of September 2019.
- 3.1.3** Receive report on conferences and trainings attended by agency staff.
- 3.1.4** Approved calendar year 2020 schedule of meetings for Agency Board of Directors and Executive Committee.
- 3.1.5** Regarding Computer & Network Services Agreement:
1. Authorized the Executive Director to execute contract with Alvarez Technology Group in an amount not to exceed \$146,865 to provide computer and network services for the period ending December 31, 2024;
  2. Approved the use \$146,865 for the term of the agreement; and
  3. Authorized the Executive Director to make administrative changes to the contract if such changes do not increase the Agency's net cost, subject to approval by Agency counsel.
- 3.1.6** Approved Resolution 2019-18 providing authority

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

- 3.2.1** Regarding Measure X Senior & Disabled Transportation Pro
1. Adopted the Measure X Senior & Disabled Transportation Program Guidelines for Fiscal Years 2020/21 through 2022/23; and
  2. Released the call for projects.
- 3.2.2** Approved and Authorized the Executive Director to enter into a Measure X Funding Agreement with Monterey-Salinas Transit, subject to approval by Agency Counsel, for an amount not to exceed \$1,450,000, to support the preliminary engineering and environmental analysis for the Highway 1 Busway project.
- 3.2.3** Authorized the Transportation Agency to be a joint applicant on a Transit and Intercity Rail Capital Program grant application supporting the Highway 1 Busway project.

#### ***PLANNING***

***No items this month.***

**PROJECT DELIVERY and PROGRAMMING**

- 3.4.1** Regarding 2019 Integrated Funding Plan and 2020 Regional Transportation Improvement Program:
1. Approved Resolution 2019-16 adopting the Monterey County 2020 Regional Transportation Improvement Program; and
  2. Approved Resolution 2019-17 adopting the 2019 Integrated Funding Plan.
- 3.4.2** Allocated funding for selected Safe Streets Pilot Program projects from the Regional Surface Transportation Program that the Board of Directors set aside as the TAMC Reserve for Complete Street implementation.
- 3.4.3** Regarding Monterey County Call Box Program: Verizon Wireless Contract Amendment:
1. Approved contract Amendment No. 3 with Verizon Wireless extending the term of the agreement to December 31, 2020.
  2. Authorized the Executive Director to execute documentation necessary to enter into the updated Participating Addendum with NASPO Value Point (formerly Western States Contracting Alliance) and the State of California with respect to Verizon Wireless Communication and Equipment services; and
  3. Authorized the Executive Director to execute the contract and changes to the contract if such changes do not increase the Agency's net cost, subject to approval by Agency Counsel.
- 3.4.4** Regarding Castroville Bicycle-Pedestrian Bridge Decorative Treatment Contract Amendment:
1. Approved contract Amendment No. 1 with the Arts Council for Monterey County extending the terms of the agreement to June 30, 2020; and
  2. Authorized the Executive Director to execute the contract amendment and changes to the contract if such changes do not increase the Agency's cost for the design, fabrication and installation of decorative treatments on the Castroville Bicycle-Pedestrian Railroad Crossing Bridge, subject to legal counsel approval.

**RAIL PROGRAM**

- 3.5.1** Regarding Salinas Rail Extension Kick Start Project Final Design:
1. Approved the scope of work for the Salinas Rail Extension Kick Start Project Final Design Request for Proposals, subject to counsel approval;
  2. Authorized staff to publish the Request for Proposals and return to the Board of Directors with a recommendation for approval of a consultant, including the final scope of work; and
  3. Approved the use of Traffic Congestion Relief Program funds for this contract in an amount not to exceed \$1,200,000.
- 3.5.2** Approved support for multi-county application for Transit and Intercity Rail Capital Program funding.
- 3.5.3** Approved contract amendment #5 with Meyers Nave to extend the term of the agreement for legal services for the Salinas Rail Extension- Package 1 until December 31, 2020.

## **REGIONAL DEVELOPMENT IMPACT FEE**

**3.6.1** No items this month.

### **COMMITTEE MINUTES**

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

- Technical Advisory Committee – November 7, 2019
- Rail Policy Committee – November 4, 2019
- Executive Committee – November 6, 2019
- Bicycle and Pedestrian Committee – November 6, 2019
- Excellent Transportation Oversight Committee (xTOC) – No meeting

**3.7.2** Received Transportation Agency for Monterey County correspondence for December 2019.

## **4. NOMINATING COMMITTEE**

The Board appointed Board members Phillips and Orozco as Nominating Committee to meet and return to the Board of Directors on January 22, 2020 with recommendations for Board Chair, 1<sup>st</sup> Vice Chair, 2<sup>nd</sup> Vice Chair, and Executive Committee to serve one-year terms beginning upon their election through the next election of officers at the beginning of the January 24, 2021 Board meeting.

## **5. SALINAS RAIL EXTENSION KICK START PACKAGE 2 PROPERTY AQUISITION**

**M/S/C** Phillips/Potter/unanimous

1. Received a presentation on the Salinas Rail Extension Kick Start property acquisition process;
2. Received public testimony from the Property Owner(s);
3. Conducted a hearing on the Resolutions of Necessity 2019-13 through 2019-15 to authorize the acquisition of fee simple interests and to make the required findings for properties located at:
  - 320 West Market Street, Salinas, California
  - 330 West Market Street, Salinas, California
  - 346 West Market Street, Salinas, California
  - 356 West Market Street, Salinas, California
4. The Board adopted Resolutions of necessity 2019-13 through 2019-15 authorizing and directing TAMC's attorneys to prepare, commence, and file proceedings in eminent domain for the purpose of acquiring necessary real property interests for the Salinas Rail Extension Kick Start project and to make the required deposits of probable compensation for each of the property interests required; directed Agency staff to provide copies of the full appraisal report to the property owners; and directed staff to continue negotiations with the property owners for 60 days prior to commencing litigation.

Mike Zelller, Principal Transportation Planner, reported that the Transportation Agency for Monterey County's proposal to extend passenger rail service from Santa Clara County to Salinas, the Salinas Rail Extension Kick Start Project Package 2, requires acquisition of parcels near the Salinas Rail Station in order to improve rail access to the station and to build a train layover facility. Prior to initiating

condemnation proceedings to acquire needed right of way for this programmed project, the Board of Directors must first adopt a Resolution in which they declare that they have made the specific findings identified under Section 1245.230 of the California Code of Civil Procedure. This action will assure that property acquisition can move forward in a timely manner. Settlement negotiations with property owners will continue throughout this process.

Property Owner Testimony:

Jason Retterer, representative for the property owners located at 320/330 West Market Street and 356 West Market Street, commented that they are in the process of evaluating the Transportation Agency's offers and are securing their own appraisals. He further stated that it is difficult to evaluate the Agency's offer from the summary appraisal that was provided, as it does not include all the information pertaining to how the appraiser valued the property. He indicated that he thought the remediation costs were too high, and there is no recognition of pre-condemnation damages. Mr. Retterer requested a 60-day continuance of the hearing and a full copy of the appraisal to really understand the basis for the Transportation Agency's offer.

Public comment:

Eric Peterson, Salinas resident, commented that getting commuter rail to Salinas is a necessity, Highway 101 is a nightmare, noting the sooner the project is completed, the better.

Board Members Phillips and Kerr asked what the harm is of continuing the hearing for 60 days and why the Agency did not provide the full appraisal reports to the property owners. Mike Zeller replied that the appraisals will go to stale within 6 months and the properties would likely need to be re-appraised, which would start the acquisition process over. Mr. Zeller also added that if the Board were to approve the resolutions today, the Agency would continue to negotiate with the property owners to attempt to reach settlements. He noted that a full offer has been made and all four criteria listed in the required findings have been met.

Brenda Aguilar-Guerrero, Agency representative, commented that the Agency is not legally required to provide the full appraisal reports to the property owners, but the Board could elect to do so.

Chair Huitt commented that this project has been extremely important for TAMC and moving forward to the next stage is important.

**6. FOR ORD REGIONAL TRAIL AND GREENWAY DRAFT ENVIRONMENTAL IMPACT REPORT – PUBLIC HEARING**

1. Received presentation on the Fort Ord Regional Trail and Greenway draft environmental impact report;
2. Opened public hearing;
3. Received public comment; and
4. Closed public hearing

Stefania Castillo, Transportation Planner, reported that the proposed Fort Ord Regional Trail and Greenway project would involve the phased construction of a multi-use trail in northwestern Monterey County, generally encircling the cities of Seaside and Marina and the California State University Monterey Bay campus. She noted that the project would result in significant but mitigatable impacts for the following California Environmental Quality Act resource topics: aesthetics, agricultural and forestry resources, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, land use and planning, noise, public safety and services, tribal cultural resources and wildfire.

Chair Huitt opened the public hearing:

Eric Petersen, Salinas resident, commented that this Project is a major step forward in promoting cycling in the region. He asked that the project be constructed in accordance with the Caltrans design manual, which is very safety oriented.

Chair Huitt closed the public hearing.

Board Member Comments:

Bill Sabo, Monterey Regional Airport, commented for the record the trail goes through the airport safety zone, but it is an allowed use. Stefania Castillo noted that the project is generally on a separate route from roadways, with road crossings at certain locations.

Board Alternate Wendy Askew asked about the proposed northern crossing at the Frog Pond. Ms. Castillo noted that while the southern route is on the existing path, the northern alignment would be above the existing path, largely out of sight and noise range. An additional route could be explored. Any tunnels would be well lit and designed for safety, noting art on the tunnel walls may deter graffiti. No new restrooms are proposed along the trail, but existing parks have restrooms.

Board Member Jerry Blackwelder expressed concern with the use of battery-assisted bikes conflicting with slower users such as pedestrians, moms with strollers and kids. Ms Castillo replied that there will be signs restricting speeds along the trail and each jurisdiction will decide if they want electric bikes or not. The trail will strive for continuity in similar terrain, but the design will be tailored to different contexts.

Board Member Ed Smith asked that the trail design be open to nature rather than an “industrial” experience. Board Member Phillips asked if there was a cost estimate yet; that information will be provided in the design phase of each segment.



**7. STATE ROUTE 156/CASTROVILLE BOULEVARD PROJECT UPDATE**

Due to the lateness of the hour, this item was postponed to the February Board meeting.

**8. REPORTS FROM TRANSPORTATION PROVIDERS**

**Caltrans** – Aileen Loe reported the Big Sur Highway has re-opened at Mud Creek and Paul’s Slide, noting that Caltrans has taken proactive measures to ensure safety to the public. She reported the Freight Mobility Plan is being presented to the California Transportation Commission.

**Monterey Regional Airport District** – Bill Sabo reported that passenger counts at the airport remain strong and growing. American Airlines was impressed with the Dallas/Fort Worth service usage and it service will resume early spring. Monterey Airport is talking with Alaska Airlines about adding flights to Seattle. The Airport has received \$10 million in FAA funding to make taxiway improvements, relocate the firehouse, and construct other improvements in support of the master plan. He added that it remains important to provide quick and easy ground access to the airport.

**Monterey-Salinas Transit District** – Michelle Overmeyer announced she has been promoted to the position of Director of Planning and Innovation and will serve as an alternate representative to the TAMC Board. She reported that in the past quarter, MST reached a record high level of passengers, with service supported by the funds raised by the Measure Q.

**Monterey Bay Air Resources District** – No report

**California State University Monterey Bay** – No report

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

None this month.

**10. EXECUTIVE DIRECTOR’S REPORT**

Director Hale thanked those Board members who stayed until the end of the meeting to maintain a quorum. She reminded them that seven city representatives are required for a quorum in order to conduct business and encouraged Board members to send their alternate if they are to be absent.

TAMC is accepting nominations for its annual Transportation Excellence Awards. The award honors Monterey County residents, businesses, employees, individuals, groups or projects for their efforts to improve the transportation system, applications are due Friday, December 6.

Director Hale thanked the Board of Directors for their commitment to regional transportation and their service to the Agency. She noted that TAMC Offices will be closed for the holiday December 23-27. The next TAMC Board meeting will be on January 22, 2020.

**11. ANNOUNCEMENTS AND/OR COMMENTS**

None this month.

**12. ADJOURNMENT**

Chair Huitt adjourned the meeting at 10:44 a.m.



## Memorandum

**To:** Board of Directors  
**From:** Dave Delfino, Finance Officer / Analyst  
**Meeting Date:** January 22, 2020  
**Subject:** TAMC payments for the months of November and December 2019

### **RECOMMENDED ACTION:**

**ACCEPT** the list of checks written for November and December 2019 and credit card statements for the months of October and November 2019.

### **SUMMARY:**

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

### **FINANCIAL IMPACT:**

The checks processed this period total \$ 2,679,498.29 which, included checks written for November and December 2019 and payments of the October and November 2019 Platinum Plus Credit Card statements.

### **DISCUSSION:**

During the months of November and December 2019 normal operating checks were written, as well as other checks as noted below.

For the Salinas Rail Extension Kick Start Project: two checks totaling \$32,715.91 to HDR Engineering Inc. for engineering services; a check for \$71,445.03 to MNS Engineers, Inc. for construction management services; two checks totaling \$1,287,625.25 to Monterey Peninsula Engineering, Inc. for construction work; a check for \$7,857.94 to Geocon Consultants and a check for \$5,826.73 to Rincon Consultants Inc. for hazardous materials testing and oversight; three checks totaling \$4,644.22 to Associated Right of Way Services, Inc. for right-of-way acquisition services; two checks totaling \$2,787.45 to Meyers, Nave, Riback, Silver & Wilson for legal right-of-way work; and, two checks totaling \$125,000.00 to American Supply Co. for right-of-way acquisition.

Other payments include: a check for \$13,520.00 to Quality Traffic Data LLC for traffic counts FY 18/19; two checks totaling \$10,000.00 to Moss, Levy and Hartzheim for the 2018/19 Financial Audit; two checks totaling \$414,411.90 to Alta Planning + Design for environmental services for the FORTAG Project; two checks totaling \$67,647.01 to AECOM Technical Services, Inc. for services for the Monterey County Regional Conversation Investment Strategy; a check for \$880.00 to Ward, Ruhnke & Dost Architects, LLP for design services for the former Fort Ord Property; a check for \$3,770.00 to Vista Environmental Consulting Inc. for environmental services for the former Fort Ord Property; and, a check for \$24,37.24 to Ecology Action for preparation of the Safe Routes to School – Seaside/Marina Plan.

**ATTACHMENTS:**

- ▣ Checks November 2019
- ▣ Checks December 2019
- ▣ Credit Card Statements: October and November 2019

**Transportation Agency for Monterey County (TAMC)  
 Union Bank Operating Account  
 November 2019**

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
11/01/2019 19100	United Way of Monterey County	70.00		Employee Deduction - Charitable
11/01/2019 19101	Alta Planning + Design Inc	354,382.10		Services for Environmental Work for the FORTAG Project
11/01/2019 19102	Casey Printing	301.61		Office Supplies
11/01/2019 19103	Ecology Action	24,737.24		Services for Safe Routes to School - Seaside/Marina
11/01/2019 19104	Monterey County Weekly	1,722.00		Advertising for 2019 Commute Challenge
11/01/2019 19105	Office of the County Counsel	3,281.51		Legal Services
11/01/2019 19106	VSP	172.92		Employee Benefits
11/01/2019 EFT	Payroll	47,318.62		Payroll
11/01/2019 EFT	United States Treasury	11,619.30		Payroll Taxes & Withholding
11/01/2019 EFT	EDD	4,295.75		Payroll Taxes & Withholding
11/01/2019 EFT	Pers Retirement	9,204.05		Employee Benefits
11/01/2019 EFT	Pers Retirement PEPRA	1,446.54		Employee Benefits
11/01/2019 EFT	CalPERS	7,416.19		Employee Benefits
11/04/2019 EFT	State of California		25,354.55	Rail PTA Fund
11/05/2019 EFT	CalPers Health Benefits	10,860.74		Employee Benefit
11/08/2019 19107	Alvarez Technology Group, Inc.	1,700.00		Computer Support
11/08/2019 19108	American Planning Association	449.00		Membership
11/08/2019 19109	AT & T (Carol Stream, Il.)	395.00		Telecommunications, Call Box and Rideshare - Phone Service
11/08/2019 19110	Case Systems Inc.	6,684.72		SAFE Call Box - Maintenance
11/08/2019 19111	Enterprise Rent-a-Car	64.67		Auto Rental
11/08/2019 19112	Quality Traffic Data LLC	13,520.00		Traffic Counts
11/08/2019 19113	The Maynard Group	338.28		Telecommunication Contract
11/08/2019 19114	Verizon Wireless	82.90		Call Box - Phone Service
11/14/2019 DEP	City of Marina		7,081.00	Local Agency Contribution 19/20
11/14/2019 DEP	SDRMA - Workers Comp Program		421.79	Reimbursement for Standing Desk
11/14/2019 DEP	State of California		1,852.90	Interest from State Condemnation Fund
11/14/2019 DEP	Newton Bros., Jaguar, Lithia, Haedrich and Marina Concrete		8,095.45	Railroad Right of Way Rent
11/14/2019 EFT	TAMC County Acct. 691		300,000.00	Funds Transfer From TAMC County Acct. 691
11/15/2019 19115	United Way of Monterey County	70.00		Employee Deduction - Charitable
11/15/2019 19116	Californian	767.41		Advertising for Measure X Ordinance
11/15/2019 19117	Delta Dental	847.64		Employee Benefits
11/15/2019 19118	FedEx (Printing)	896.65		Agenda Printing
11/15/2019 19119	Monterey Herald	600.87		Newspaper Subscription
11/15/2019 19120	Moss, Levy & Hartzheim	8,000.00		Financial Audit
11/15/2019 19121	Peninsula Messenger LLC	286.00		Courier Service
11/15/2019 19122	Pure Water	22.95		Water
11/15/2019 EFT	Payroll	45,510.95		Payroll
11/15/2019 EFT	United States Treasury	11,042.06		Payroll Taxes & Withholding
11/15/2019 EFT	EDD	4,029.93		Payroll Taxes & Withholding
11/15/2019 EFT	Pers Retirement	9,204.05		Employee Benefits
11/15/2019 EFT	Pers Retirement PEPRA	1,282.85		Employee Benefits
11/15/2019 EFT	CalPERS	7,320.85		Employee Benefits
11/15/2019 EFT	Rich Deal	1,544.99		Reimbursement of 125 Plan
11/15/2019 EFT	Rita Goel	742.04		Travel for 2019 CALPERS Forum
11/15/2019 EFT	Mike Zeller	172.88		Mileage for Travel to Sacramento

**Transportation Agency for Monterey County (TAMC)  
 Union Bank Operating Account  
 November 2019**

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
11/22/2019 19123	AECOM Technical Services, Inc.	67,647.01		Services for the Monterey County Regional Conservation Investment Strategy
11/22/2019 19124	APWA Monterey Bay Chapter	160.00		APWA Meeting
11/22/2019 19125	Business Card	2,961.86		office and Meeting Supplies, Staff Travel & Professional Development
11/22/2019 19126	Clinica de Salud del Valle de Salinas	7,988.65		Office Rent
11/22/2019 19127	Comcast	143.41		Telecommunications
11/22/2019 19128	De Lage Landen Financial Services	285.75		Office Copier Lease
11/22/2019 19129	HDR Engineering Inc.	19,373.88		Engineering Services Salinas Rail Extension Kick-Start Project
11/22/2019 19130	Lincoln National Life Insurance Co.	720.99		Employee Benefits
11/22/2019 19131	Office Depot	1,588.29		Office Supplies
11/22/2019 19132	Oppidea, LLC	2,335.00		Accounting Services
11/22/2019 19133	San Luis Obispo Council of Governments	2,500.00		Membership Dues
11/22/2019 19134	Valero Marketing and Supply	62.94		Auto Expense - Gasoline
11/25/2019 EFT	Union Bank	50.40		Bank Service Charges
11/25/2019 DEP	State of California		32,600.01	SAFE - Revenue September 2019
11/25/2019 DEP	Cardinale		1,870.00	Railroad Right of Way Rent
11/27/2019 EFT	Payroll	45,242.20		Payroll
11/27/2019 EFT	Pers Retirement	9,204.05		Employee Benefits
11/27/2019 EFT	Pers Retirement PEPRA	1,163.99		Employee Benefits
11/27/2019 EFT	CalPERS	7,227.16		Employee Benefits
11/27/2019 EFT	Graniterock		7,804.37	Railroad Right of Way Rent
11/29/2019 19135	Alta Planning + Design Inc	60,029.80		Services for Environmental Work for the FORTAG Project
11/29/2019 19136	Associated Right of Way Services Inc. (V)	1,117.82		Right of Way Services for Salinas Rail Extension Kick-Start Project
11/29/2019 19137	California Towing and Transport	81,783.65		Freeway Service Patrol
11/29/2019 19138	Meyers, Nave, Riback, Silver & Wilson	922.95		Right of Way Legal Services for Salinas Rail Extension Kick-Start Project
11/29/2019 19139	Mike LeBarre	258.68		Board Member Mileage for travel to CALCOG
11/29/2019 19140	MNS Engineers, INC.	71,445.03		Construction Management Services for Salinas Rail Extension Kick-Start Project
11/29/2019 19141	Shell	1.54		Auto Expense - Gasoline
11/29/2019 19142	United Way of Monterey County	70.00		Employee Deduction - Charitable
11/29/2019 EFT	TAMC County Acct. 691		850,000.00	Funds Transfer From TAMC County Acct. 691
<b>TOTAL</b>		<b>976,690.31</b>	<b>1,235,080.07</b>	

Transportation Agency for Monterey County (TAMC)  
 Union Bank Operating Account  
 December 2019

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
12/02/2019	EFT United States Treasury	10,981.02		Payroll Taxes & Withholding
12/03/2019	EFT EDD	4,013.66		Payroll Taxes & Withholding
12/04/2019	EFT Todd Muck	1,437.25		Travel for Focus on the Future & CALCOG Meeting
12/04/2019	EFT Debbie Hale	1,072.56		Travel for Focus on the Future
12/04/2019	EFT Mike Zeller	746.97		Travel for Focus on the Future
12/04/2019	EFT Christina Watson	500.91		Travel for CALTRAIN and RTPA Meeting
12/04/2019	EFT Elouise Rodriguez	222.93		Reimbursement of Office and Meeting Supplies
12/04/2019	EFT Rita Goel	73.20		Travel to CALPERA Meeting
12/06/2019	19143 Alvarez Technology Group, Inc.	275.00		Computer Support
12/06/2019	19144 American Supply	25,000.00		Right of Way Costs for Salinas Rail Extension Kick-Start Project
12/06/2019	19145 AMF Media Group	456.25		Services to create the Highway 68 Corridor Improvement Fact Sheet
12/06/2019	19146 Associated Right of Way Services Inc.	1,767.76		Right of Way Services for Salinas Rail Extension Kick-Start Project
12/06/2019	19147 AT & T (Carol Stream, Il.)	398.00		Telecommunications, Call Box and Rideshare - Phone Service
12/06/2019	19148 Cal Act	535.00		Dues & Subscriptions
12/06/2019	19149 Grainger	30.34		Supplies
12/06/2019	19150 Khouri Consulting LLC	4,000.00		Legislative Consultant
12/06/2019	19151 Monterey Peninsula Engineering, Inc.	639,800.30		Construction Work for Salinas Rail Extension Kick-Start Project
12/06/2019	19152 Office of the County Counsel	7,530.95		Legal Services
12/06/2019	19153 Plaza Circle, Ltd	1,108.04		Office Rent
12/06/2019	19154 Rincon Consultants Inc.	5,826.73		Environmental Service for Salinas Rail Extension Kick-Start Project
12/06/2019	19155 Smile Business Products	438.83		Office Copier Expenses
12/06/2019	19156 State of Ca. Dept. of Transportation	4,000.00		Permit Fee for Salinas Rail Extension Kick-Start Project
12/06/2019	19157 SWRCB	736.00		Water Permit for Salinas Rail Extension Kick-Start Project
12/06/2019	19158 The Maynard Group	338.28		Telecommunication Contract
12/06/2019	19159 Verizon Wireless	93.45		Call Box - Phone Service
12/06/2019	19160 VSP	172.92		Employee Benefits
12/06/2019	EFT CalPers Health Benefits	10,860.74		Employee Benefit
12/10/2019	DEP P & S Real Estate, Jaguar, Lithia, Haedrich and Marina Concrete		11,821.59	Railroad Right of Way Rent
12/10/2019	DEP State of California		31,231.06	SAFE - Revenue October 2019
12/11/2019	EFT State of California		150,642.39	Rural Planning Funds - 1st Quarter 19/20
12/13/2019	19161 AAMCOM LLC	358.52		SAFE Call Box - Maintenance
12/13/2019	19162 Alvarez Technology Group, Inc.	1,450.00		Computer Support
12/13/2019	19163 APWA	99.00		Dues & Subscriptions
12/13/2019	19164 Case Systems Inc.	6,684.72		SAFE Call Box - Maintenance
12/13/2019	19165 Delta Dental	847.64		Employee Benefits
12/13/2019	19166 FedEx (Printing)	693.84		Agenda Printing
12/13/2019	19167 Monterey County Weekly	315.00		Advertising for FORTAG Meetings
12/13/2019	19168 Moss, Levy & Hartzheim	2,000.00		Financial Audit

Transportation Agency for Monterey County (TAMC)  
 Union Bank Operating Account  
 December 2019

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
12/13/2019 19169	Wald, Ruhnke & Dost Architects, LLP	880.00		Design Services for Fort Ord Property
12/13/2019 19170	APWA	0.19		Dues & Subscriptions
12/13/2019 19171	United Way of Monterey County	70.00		Employee Deduction - Charitable
12/13/2019 EFT	Payroll	46,467.21		Payroll
12/13/2019 EFT	United States Treasury	11,415.15		Payroll Taxes & Withholding
12/13/2019 EFT	EDD	4,103.07		Payroll Taxes & Withholding
12/13/2019 EFT	Pers Retirement	9,204.05		Employee Benefits
12/13/2019 EFT	Pers Retirement PEPR	1,163.99		Employee Benefits
12/13/2019 EFT	CalPERS	7,227.16		Employee Benefits
12/16/2019 EFT	TAMC County Acct. 691		1,383,000.00	Funds Transfer From TAMC County Acct. 691 for Rail Construction
12/16/2019 EFT	TAMC County Acct. 691		1,780,000.00	Funds Transfer From TAMC County Acct. 691 for Rail ROW
12/17/2019 19192	Alison D Kerr	195.10		Board Member Stipend
12/17/2019 19193	Bruce C Delgado	137.03		Board Member Stipend
12/17/2019 19194	Edwin D Smith	365.40		Board Member Stipend
12/17/2019 19195	Gregory T Hawthorne	97.55		Board Member Stipend
12/17/2019 19196	Maria x Orozco	137.03		Board Member Stipend
12/17/2019 19197	Michael R LeBarre	365.40		Board Member Stipend
12/17/2019 19198	Robert E Huitt	365.40		Board Member Stipend
12/17/2019 19199	Scott Y Davis	502.42		Board Member Stipend
12/17/2019 19200	Alejandro V Chavez	228.38		Board Member Stipend
12/17/2019 EFT	Pers Retirement PEPR	141.74		Employee Benefits
12/17/2019 EFT	CalPERS	107.02		Employee Benefits
12/17/2019 EFT	United States Treasury	360.58		Payroll Taxes & Withholding
12/17/2019 EFT	EDD	41.60		Payroll Taxes & Withholding
12/17/2019 EFT	EDD	26.00		Payroll Taxes & Withholding
12/18/2019 19201	Void	0.00		Void
12/18/2019 19202	Monterey Peninsula Engineering, Inc.	647,824.95		Construction Work for Salinas Rail Extension Kick-Start Project
12/19/2019 19203	Lincoln National Life Insurance Co.	720.99		Employee Benefits
12/19/2019 19204	Mike LeBarre	11.00		Board Member Mileage
12/19/2019 19205	Valero Marketing and Supply	37.55		Auto Expense - Gasoline
12/19/2019 19206	Vista Environmental Consulting Inc.	3,770.00		Environmental Service for Fort Ord Property
12/19/2019 EFT	Rita Goel	1,997.83		Reimbursement of 125 Plan
12/19/2019 EFT	Rich Deal	634.47		Reimbursement of 125 Plan
12/19/2019 EFT	Mike Zeller	178.28		Travel for CTC Meeting
12/20/2019 19172	Alison Kerr	81.20		Board Member Mileage
12/20/2019 19173	Ed Smith	98.42		Board Member Mileage
12/20/2019 19174	Greg Hawthorne	43.16		Board Member Mileage
12/20/2019 19175	Maria Orozco	53.94		Board Member Mileage

Transportation Agency for Monterey County (TAMC)  
 Union Bank Operating Account  
 December 2019

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
12/20/2019 19176	Mike LeBarre	156.60		Board Member Mileage
12/20/2019 19177	Robert Huitt	115.08		Board Member Mileage
12/20/2019 19178	Alvarez Technology Group, Inc.	3,900.00		Computer Support
12/20/2019 19179	Associated Right of Way Services Inc.	1,758.64		Right of Way Services for Salinas Rail Extension Kick-Start Project
12/20/2019 19180	Business Card	1,319.28		Office and Meeting Supplies, Staff Travel & Professional Development
12/20/2019 19181	California Premier Restoration	3,504.72		Monterey Branch Line Cleanup
12/20/2019 19182	City of Seaside	41.50		Meeting Costs
12/20/2019 19183	Clinica de Salud del Valle de Salinas	7,988.65		Office Rent
12/20/2019 19184	Comcast	143.41		Telecommunications
12/20/2019 19185	De Lage Landen Financial Services	285.75		Office Copier Lease
12/20/2019 19186	Geocon Consultants, Inc.	7,857.94		Environmental Services for Salinas Rail Extension Kick-Start Project
12/20/2019 19187	HDR Engineering Inc.	13,342.03		Engineering Services Salinas Rail Extension Kick-Start Project
12/20/2019 19188	Khoury Consulting LLC	3,000.00		Legislative Consultant
12/20/2019 19189	Meyers, Nave, Riback, Silver & Wilson	1,864.50		Right of Way Legal Services for Salinas Rail Extension Kick-Start Project
12/20/2019 19190	Oppidea, LLC	2,335.00		Accounting Services
12/20/2019 19191	Shell	43.58		Auto Expense - Gasoline
12/20/2019 19207	American Supply	100,000.00		Right of Way Costs for Salinas Rail Extension Kick-Start Project
12/26/2019 EFT	Union Bank	51.56		Bank Service Charges
12/27/2019 19208	United Way of Monterey County	70.00		Employee Deduction - Charitable
12/27/2019 EFT	Payroll	47,375.01		Payroll
12/27/2019 EFT	United States Treasury	11,604.13		Payroll Taxes & Withholding
12/27/2019 EFT	EDD	4,114.90		Payroll Taxes & Withholding
12/27/2019 EFT	Pers Retirement	9,204.05		Employee Benefits
12/27/2019 EFT	Pers Retirement PEPRA	1,414.86		Employee Benefits
12/27/2019 EFT	CalPERS	7,397.72		Employee Benefits
12/27/2019 DEP	Haedrich, Giustiniani, Cardinale, P & S Real Estate and Hyland		9,991.50	Railroad Right of Way Rent
12/27/2019 DEP	Museum of Handcar Technology LLC		5,000.00	Deposit for Costs for Handcar
<b>TOTAL</b>		<b>1,702,807.98</b>	<b>3,371,686.54</b>	





DEBRA L HALE

Platinum Plus® for Business

October 05, 2019 - November 04, 2019

Cardholder Statement

**Account Information:**  
www.bankofamerica.com

**Mail Billing Inquiries to:**  
BANK OF AMERICA  
PO BOX 982238  
EL PASO, TX 79998-2238

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

**Customer Service:**  
1.800.673.1044, 24 Hours

**TTY Hearing Impaired:**  
1.888.500.6267, 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 ..... \$253.05  
**Minimum Payment Due** ..... **\$10.00**  
**Payment Due Date** ..... **12/01/19**

**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:  
 \$19.00 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 ..... \$124.86  
 Payments and Other Credits ..... -\$124.86  
 Balance Transfer Activity ..... \$0.00  
 Cash Advance Activity ..... \$0.00  
 Purchases and Other Charges ..... \$253.05  
**Fees Charged** ..... **\$0.00**  
**Finance Charge** ..... **\$0.00**

---

New Balance Total ..... \$253.05

Credit Limit ..... \$5,000  
 Credit Available ..... \$4,746.95  
 Statement Closing Date ..... 11/04/19  
 Days in Billing Cycle ..... 31

**Transactions**

Posting Date	Transaction Date	Description	Reference Number	Amount
<b>Payments and Other Credits</b>				
10/28	10/26	PAYMENT - THANK YOU		- 124.86
<b>TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD</b>				<b>-\$124.86</b>
<b>Purchases and Other Charges</b>				
10/08	10/08	UHL*MARINA U STORE 831-7189606 CA		193.06
10/28	10/27	MAILCHIMP *MONTHLY MAILCHIMP.COMGA		59.99
<b>TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD</b>				<b>\$253.05</b>

Account Number: \_\_\_\_\_  
 October 05, 2019 - November 04, 2019

New Balance Total ..... \$253.05  
**Minimum Payment Due** ..... **\$10.00**  
**Payment Due Date** ..... **12/01/19**

**Enter payment amount**

\$

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

BUSINESS CARD  
 PO BOX 15796  
 WILMINGTON, DE 19886-5796

DEBRA L HALE  
 TAMC  
 ATTN RITA GOEL  
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 SALINAS, CA 93901-2952

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 or make your payment online at  
 www.bankofamerica.com

# Credit Cards October 2019



ELOUISE RODRIGUEZ

Platinum Plus® for Business

October 05, 2019 - November 04, 2019

Cardholder Statement

**Account Information:**  
www.bankofamerica.com

**Mail Billing Inquiries to:**  
BANK OF AMERICA  
PO BOX 982238  
EL PASO, TX 79998-2238

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

**Customer Service:**  
1.800.673.1044, 24 Hours

**TTY Hearing Impaired:**  
1.888.500.6267, 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 ..... \$2,708.81  
**Minimum Payment Due ..... \$27.09**  
**Payment Due Date ..... 12/01/19**

**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:  
 \$19.00 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 ..... \$1,685.85  
 Payments and Other Credits ..... -\$1,685.85  
 Balance Transfer Activity ..... \$0.00  
 Cash Advance Activity ..... \$0.00  
 Purchases and Other Charges ..... \$2,708.81  
**Fees Charged ..... \$0.00**  
**Finance Charge ..... \$0.00**  
 New Balance Total ..... \$2,708.81  
 Credit Limit ..... \$7,600  
 Credit Available ..... \$4,891.19  
 Statement Closing Date ..... 11/04/19  
 Days in Billing Cycle ..... 31

**Transactions**

Posting Date	Transaction Date	Description	Reference Number	Amount
<b>Payments and Other Credits</b>				
10/28	10/26	PAYMENT - THANK YOU		- 1,685.85
<b>TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD.</b>				<b>- \$1,685.85</b>
<b>Purchases and Other Charges</b>				
10/07	10/03	THE BAGEL CORNER SALINAS CA		20.05
10/08	10/06	DEVICE MAGIC INC RALEIGH NC		150.00
10/21	10/17	CAPIO - CA ASSOCIATION 530-9245444 CA		45.00
10/21	10/20	DREAMHOST DH-FEE.COM 877-8294070 CA		128.22

Account Number  
October 05, 2019 - November 04, 2019

New Balance Total ..... \$2,708.81  
**Minimum Payment Due ..... \$27.09**  
**Payment Due Date ..... 12/01/19**

Enter payment amount

\$

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

BUSINESS CARD  
PO BOX 15796  
WILMINGTON, DE 19886-5796

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

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ELOUISE RODRIGUF7

October 05, 2019 - November 04, 2019

Page 3 of 6

**Transactions**

Posting Date	Transaction Date	Description	Reference Number	Amount
10/22	10/21	SQ *SQ *THE BAKERY STA Gonzales CA		50.31
10/23	10/21	LUCKY #747 SALINAS CA		10.99
10/24	10/22	STARBUCKS STORE 06629 SALINAS CA		39.90
10/25	10/24	AMZN MKTP US*M44NJ4M43 AMZN.COM/BILLWA		54.38
10/28	10/24	ASSOCIATION OF ENVIRON 760-7992740 CA		500.00
10/28	10/24	CALIFORNIA ASSOCIATION SACRAMENTO CA		950.00
10/28	10/25	SELF - HELP COUNTIES C SACRAMENTO CA		550.00
10/28	10/25	SOUTHWES 5262134644576 800-435-9792 TX ZELLER/MICHAEL 5262134644576 Departure Date: 11/17/19 Airport Code: SJC WN I SAN Departure Date: 11/19/19 Airport Code: SAN WN D SJC		209.96
<b>TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD</b>				<b>\$2,708.81</b>

**Finance Charge Calculation**

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

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	17.99%	\$0.00	\$0.00
CASH	25.99% V	\$0.00	\$0.00

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

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Continue using it for everyday purchases, expense tracking and more.

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ARBGYRPS | SSM-10-18-0062.B

Credit Cards November 2019



DEBRA L HALF

Platinum Plus® for Business

November 05, 2019 - December 04, 2019

Cardholder Statement

Account Information:  
www.bankofamerica.com

Mail Billing Inquiries to:  
BANK OF AMERICA  
PO BOX 982238  
EL PASO, TX 79998-2238

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

Customer Service:  
1.800.673.1044, 24 Hours

TTY Hearing Impaired:  
1.888.500.6267, 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 ..... \$120.32  
Minimum Payment Due ..... **\$10.00**  
Payment Due Date ..... **12/31/19**  
**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:  
\$19.00 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 ..... \$253.05  
Payments and Other Credits ..... **-\$253.05**  
Balance Transfer Activity ..... \$0.00  
Cash Advance Activity ..... \$0.00  
Purchases and Other Charges ..... \$120.32  
**Fees Charged ..... \$0.00**  
**Finance Charge ..... \$0.00**  
New Balance Total ..... \$120.32  
Credit Limit ..... \$5,000  
Credit Available ..... \$4,879.68  
Statement Closing Date ..... 12/04/19  
Days in Billing Cycle ..... 30

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
<b>Payments and Other Credits</b>				
11/25	11/23	PAYMENT - THANK YOU		- 253.05
<b>TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD</b>				<b>-\$253.05</b>
<b>Purchases and Other Charges</b>				
11/06	11/04	STAR MARKET SALINAS CA		21.38
11/11	11/08	USPS PO 0567050323 SALINAS CA		21.00
11/11	11/08	STARBUCKS STORE 06629 SALINAS CA		17.95

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DEBRA L HALE  
TAMC  
ATTN RITA GOEL  
55 PLAZA CIR STE B  
SALINAS, CA 93901-2952

Account Number  
November 05, 2019 - December 04, 2019

New Balance Total ..... \$120.32  
Minimum Payment Due ..... **\$10.00**  
Payment Due Date ..... **12/31/19**

Enter payment amount

\$

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

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or make your payment online at  
www.bankofamerica.com

DEBRA L HALE

November 05, 2019 - December 04, 2019

Page 3 of 4

**Transactions**

Posting Date	Transaction Date	Description	Reference Number	Amount
11/29	11/27	MAILCHIMP *MONTHLY MAILCHIMP.COMGA		59.99
<b>TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD</b>				<b>\$120.32</b>

**Finance Charge Calculation**

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

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	17.99%	\$0.00	\$0.00
CASH	25.74% V	\$0.00	\$0.00

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

**Bank of America Business Advantage**



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your business

We're committed to finding the smartest path to long-term growth for your business.

Our Small Business Specialists will work with you to help strengthen your business and plan for the future.

Please visit [bankofamerica.com/SmallBusiness](http://bankofamerica.com/SmallBusiness) to learn more.

AR7RNN9G|SSM-01-19-2811.C

Credit Cards November 2019



ELOUISE RODRIGUEZ

Platinum Plus® for Business

November 05, 2019 - December 04, 2019

Cardholder Statement

Account Information:  
www.bankofamerica.com

Mail Billing Inquiries to:  
BANK OF AMERICA  
PO BOX 982238  
EL PASO, TX 79998-2238

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

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1.800.673.1044, 24 Hours

TTY Hearing Impaired:  
1.888.500.6267, 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

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
<b>Payments and Other Credits</b>				
11/25	11/23	PAYMENT - THANK YOU		- 2,708.81
<b>TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD</b>				<b>- \$2,708.81</b>
<b>Purchases and Other Charges</b>				
11/07	11/06	NOB HILL #607 SALINAS CA		162.16
11/08	11/06	DEVICE MAGIC INC RALEIGH NC		150.00
11/08	11/06	THE BAGEL CORNER SALINAS CA		13.80
11/18	11/16	HOO*HOOTSUITE INC 778-5889767 CA		348.00

Payment Information

New Balance Total ..... \$1,198.96  
**Minimum Payment Due ..... \$11.99**  
**Payment Due Date ..... 12/31/19**

**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:  
 \$19.00 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 ..... \$2,708.81  
 Payments and Other Credits ..... -\$2,708.81  
 Balance Transfer Activity ..... \$0.00  
 Cash Advance Activity ..... \$0.00  
 Purchases and Other Charges ..... \$1,198.96  
**Fees Charged ..... \$0.00**  
**Finance Charge ..... \$0.00**

---

New Balance Total ..... \$1,198.96

Credit Limit ..... \$7,600  
 Credit Available ..... \$6,401.04  
 Statement Closing Date ..... 12/04/19  
 Days in Billing Cycle ..... 30

Account Number  
November 05, 2019 - December 04, 2019

New Balance Total ..... \$1,198.96  
**Minimum Payment Due ..... \$11.99**  
**Payment Due Date ..... 12/31/19**

Enter payment amount

\$

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

BUSINESS CARD  
PO BOX 15796  
WILMINGTON, DE 19886-5796

ELOUISE RODRIGUEZ  
TAMC  
ATTN DAVE DELFINO  
55 PLAZA CIR STE B  
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ELOUISE RODRIGUEZ

November 03, 2019 - December 04, 2019

Page 3 of 6

**Transactions**

Posting Date	Transaction Date	Description	Reference Number	Amount
11/22	11/21	AMAZON.COM*FG3UE3JI3 A AMZN.COM/BILLWA		525.00
<b>TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD</b>				<b>\$1,198.96</b>

**Finance Charge Calculation**

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

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	17.99%	\$0.00	\$0.00
CASH	25.74% V	\$0.00	\$0.00

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

Bank of America Business Advantage



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We're committed to finding the smartest path to long-term growth for your business.

Our Small Business Specialists will work with you to help strengthen your business and plan for the future.

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## Memorandum

**To:** Board of Directors  
**From:** Kay Reimann, Agency Counsel  
**Meeting Date:** January 22, 2020  
**Subject:** Revised Contract Templates for Professional Services

### **RECOMMENDED ACTION:**

#### **Revised Contract Templates for Professional Services**

1. **APPROVE** revised standard template for use in contracting for professional services; and,
2. **APPROVE** the simplified template for use when only local funds are used in contracting for professional services.

### **SUMMARY:**

The Agency has approved template agreements for contracts that are intended to conform closely with revised Caltrans requirements. Specific changes are proposed to the existing standard contract template: a bifurcated immunity provision for design services contracts, and a requirement that consultants follow rules for accessibility of websites and documents used in public outreach. In addition, with the expanded authority of the Executive Director to enter into contracts up to \$50,000, and the development of significant local revenues through Measure X, a simplified "Local Revenues only" template is proposed.

### **FINANCIAL IMPACT:**

Having a simplified contract where the source of funding is purely local makes the contracts easier to negotiate, saving time and resources. Similarly, having standard language available dealing with issues related to statutory provisions covering immunity when architectural, engineering and design services are involved also speeds up contracting and reduces legal costs involved in negotiations of such agreements.

### **DISCUSSION:**

The Transportation Agency has developed contract templates that incorporate Caltrans' required language, and has updated those templates as Caltrans requirements have changed. Not all of the Caltrans requirements have clear application to services typically sought by TAMC (such as federal law concerning United States-flag commercial vessels), but are still mandated because the contracts use State or Federal funds. In consultation with Executive Staff, TAMC counsel has developed a simplified, "local revenues only" contract template that incorporates key provisions from the standard contract template, but omits language considered unnecessary when using funds unencumbered by State or Federal requirements.

Each template agreement is boilerplate proposed to be utilized for all Agency agreements for professional services that can be customized depending upon the method of payment to be used.

Moreover, state law now permits more limited immunity provisions for those providing architectural, engineering and



design work. That reduced scope of immunity, however, only relates to those actual services. Accordingly, it is recommended that the Board approve a bifurcated immunity provision that acknowledges reduced immunity for that work, but still provides broad immunity protection for TAMC when those services are not involved. Finally, based on federal law, a new paragraph is being proposed to require Agency consultants to review and follow the Agency's Best Practices for Accessibility of Documents and Outreach, based upon the policies proposed for consideration at this meeting.

An excerpt from the standard template showing the new bifurcated design services indemnification language is attached. Also attached is the entire simplified template, with changes shown in delete/strikeout; the new accessibility requirements are on page 8 of that attachment. References to various TAMC roles (Project Manager, Finance Officer and Executive Director) have also been updated for both templates.

Approval of this action will continue existing practice that for Board actions regarding professional services the Board will only review and approve what is unique to each agreement (scope of services, schedule, budget and special provisions), and authorize the Executive Director to sign the standard or simplified agreement.

**ATTACHMENTS:**

- ▢ Design Services Bifurcated Indemnification Provisions
- ▢ 2020 Simplified Contract Template

## 8. Indemnification.

- (a) For the purposes of the following indemnification provisions (“Indemnification Provisions”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of these Indemnification Provisions is found to be invalid, in violation of public policy, or unenforceable to any extent, such finding shall not invalidate any other term or provision of these Indemnification Provisions, and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of these Indemnification Provisions and the provisions of California Civil Code sections 2782 and 2782.8, the broadest indemnity protection for TAMC under these Indemnification Provisions that is permitted by law shall be provided by Consultant.
- (b) Indemnification for Design Professional Services Claims: Consultant shall indemnify, defend, and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any all claims that arise out of, or pertain to, or related to the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence, or willful misconduct of TAMC, or defect in a design furnished by TAMC, but in no event shall the amount of such Consultant’s liability exceed such Consultant’s proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against TAMC is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such Consultant shall meet and confer with the other parties to such action regarding unpaid defense costs.
- (c) Indemnification for All Other Claims or Loss: For any claims, losses, costs, damages, injuries, other than claims arising out of Consultant’s performance of design professional services under this Agreement, Consultant shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), 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 subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify TAMC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of TAMC, or a defect in a design furnished by TAMC. To the extent there is an obligation to indemnify under this sub-paragraph 8(c), Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

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

## 9. Insurance.

- (a) Without limiting Consultant's duty to indemnify as set forth in this Agreement, Consultant shall maintain, at no additional cost to TAMC, throughout the term of this Agreement a policy or policies of insurance with the following coverage and minimum limits of liability:
  - ✓ Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.
  - ✓ Professional liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims made" basis rather than an "occurrence" basis, Consultant shall, upon the expiration or termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the surviving term of Consultant's obligation to defend, indemnify and hold harmless TAMC as set for in Paragraph 8.
  - ✓ Comprehensive automobile insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**  
**AND**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**LOCAL FUNDING ONLY**

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and [Consultant's Name], a [indicate legal status of entity, e.g., a California corporation, an individual dba . . ., a California partnership], [Consultant's address], hereinafter called "Consultant."

The parties agree as follows:

1. Employment of Consultant. TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A.

(a) The work is generally described as follows:

**[INSERT BRIEF DESCRIPTION]**

(b) Consultant represents that Consultant and its agents, subcontractors 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, subcontractors, 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 subcontractors 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 the person 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, or is on schedule; to provide communication of 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.
2. Term of Agreement. The term of this Agreement shall begin upon [DATE], contingent upon approval by the TAMC [Board of Directors] [Executive Director], and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 28. Unless earlier terminated as provided herein, this Agreement shall remain in force until [DATE]. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.
  3. 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 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 [REDACTED] Dollars (\$XXXX). 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.
  4. Method of Payment/Allowable Costs and Payment. It is mutually understood and agreed by both parties that Consultant shall be compensated under this Agreement in accordance with the Budget set forth in Exhibit B. Prices and rates of compensation shall remain firm for the initial term of the Agreement. TAMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. Consultant shall not levy any additional fee or surcharge of any kind during the term of this Agreement in the absence of a written amendment to this Agreement. Pricing as per this Agreement is inclusive of all applicable taxes.
  5. Invoices and Progress Reports. Progress payments may be made monthly, in arrears, based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in Exhibit A, TAMC shall have the right to delay payment or terminate this Agreement

in accordance with Paragraph 6 (Termination). Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by TAMC's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of an applicable Task Order. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal, including the Invoice Cover Sheet Format attached hereto as Exhibit C, and shall reference this Agreement number and project title and Task Order number.

The total amount payable by TAMC resulting from this Agreement shall not exceed the amount of [REDACTED] (\$XXXXXX).

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. 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) Termination of this Agreement shall not terminate Consultant's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 7 and 17.

7. Indemnification. [CHOOSE ONE: if A&E contract, use Bifurcated Indemnity]

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 subcontractors), 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 subcontractor, 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. 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.

[OR]

#### 7. Indemnification.

- a. For the purposes of the following indemnification provisions ("Indemnification Provisions"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of these Indemnification Provisions is found to be invalid, in violation of public policy, or unenforceable to any extent, such finding shall not invalidate any other term or provision of these Indemnification Provisions, and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of these Indemnification Provisions and the provisions of California Civil Code sections 2782 and 2782.8, the broadest indemnity protection for TAMC under these Indemnification Provisions that is permitted by law shall be provided by Consultant.
- b. Indemnification for Design Professional Services Claims: Consultant shall indemnify, defend, and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any all claims that arise out of, or pertain to, or related to the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence, or willful misconduct of TAMC, or defect in a design furnished by TAMC, but in no event shall the amount of such Consultant's liability exceed such Consultant's proportionate percentage of

fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against TAMC is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such Consultant shall meet and confer with the other parties to such action regarding unpaid defense costs.

- c. Indemnification for All Other Claims or Loss: For any claims, losses, costs, damages, injuries, other than claims arising out of Consultant's performance of design professional services under this Agreement, Consultant shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), 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 subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify TAMC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of TAMC, or a defect in a design furnished by TAMC. To the extent there is an obligation to indemnify under this sub-paragraph 8(c), Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.
- d. Notwithstanding any other provision of this Agreement, Consultant's obligation to defend, indemnify and hold harmless TAMC as expressed in these Indemnification Provisions shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to the Consultant's performance pursuant to the Agreement.

## 8. Insurance.

- a. Without limiting Consultant's duty to indemnify as set forth in this Agreement, Consultant shall maintain, at no additional cost to TAMC, throughout the term of this Agreement a policy or policies of insurance with the following coverage and minimum limits of liability (check if applicable):
- 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 7.
  - 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.
- 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.
9. Workers’ Compensation Insurance. If during the performance of this Agreement, Consultant employs one or more employees, then Consultant shall maintain a workers’ compensation plan covering all of its employees as required by Labor Code Sec. 3700, either (a) through workers’ compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of One Million Dollars (\$1,000,000) per occurrence for employer’s liability, or (b)

through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If Consultant elects to be self-insured, the certificate of insurance otherwise required by this Agreement shall be replaced with consent to self-insure issued by the State Director of Industrial Relations. The provisions of this paragraph apply to any subcontractor employing one or more employees, and Consultant shall be responsible for all subcontractors' compliance herewith.

10. 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 contract administrator 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.
11. Retention of Records/Audit. Consultant 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 for a period of three years after final payment under the Agreement. TAMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of Consultant and its subcontractors related to services provided under this Agreement.
12. Inspection of Work. Consultant and any subconsultant shall permit TAMC 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.
13. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subcontractors 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.
14. 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.
15. 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.
16. 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.
17. ADA Access. TAMC is committed to accessibility, including California State Web Content Accessibility Guidelines and Federal law and regulations related to the Americans with Disabilities Act. Consultant shall review and follow TAMC's adopted Accessibility Best Practices for Documents and Outreach with regard to conducting public outreach, developing outreach materials, and producing public documents and content for the Agency and its website.
18. 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.
19. 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 Contract Administrator, except that, which is expressly identified in the approved Budget/Cost Proposal.
- c) Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by TAMC.
- d) Any substitution of subconsultant(s) must be approved in writing by TAMC's Contract Administrator 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.

20. Ownership of Data. 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.

21. 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, 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.

22. Prevailing Wages. Consultant shall comply with the 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.

23. 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.

24. 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.

25. 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 sued to interpret the terms of this Agreement.

26. 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.

27. 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.

28. 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.

29. Contract Administrators. Consultant's designated principal responsible for administering Consultant's work under this Agreement shall be set forth in Exhibit A; TAMC's designated administrator of this Agreement shall be Debra L. Hale, Executive Director. TAMC's Project Manager under this Agreement shall be [NAME]. TAMC's Finance Officer is Dave Delfino.

30. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, 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:	Debra L. Hale	To Consultant:
	Executive Director	
	55-B Plaza Circle	
	Salinas, CA 93901	
Tel:	831-775-0903	Tel:
Fax:	831-775-0897	Fax:
Email:	debbie@tamcmonterey.org	Email:

31. 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.

32. 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.

33. Exhibits. The following Exhibits are attached hereto and incorporated by reference:  
Exhibit A – Scope of Work and Work Schedule  
Exhibit B – Budget/Approved Consultant’s Cost Proposal  
Exhibit C – Invoice Cover Sheet Format  
Exhibit D: Accessibility Best Practices for Documents and Outreach

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

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

TAMC

[CONSULTANT]

By: \_\_\_\_\_  
\_\_\_\_\_  
Debra L. Hale  
Executive Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers (e.g., (1) chairperson of the board, the president or any vice president and (2) the secretary, any assistant secretary, the chief financial officer or any assistant treasurer). 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:

*[Consultant] - Standard Agreement  
Approved by TAMC Board on [date]*

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TAMC Counsel

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

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For TAMC internal use:

Work Element number to be used for the contract: \_\_\_\_\_



## **EXHIBIT A: Scope of Work and Schedule**

**Project Title:**

**Consultant Project Manager:**

### **Scope of Work**

(by task, including Deliverables)

**Project Schedule**

## **EXHIBIT B: Budget**

**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: Accessibility Best Practices for Documents and Outreach**



## Memorandum

**To:** Board of Directors  
**From:** Madilyn Jacobsen, Transportation Planner  
**Meeting Date:** January 22, 2020  
**Subject:** Adoption of ADA Best Practices for Documents, Outreach, and Web Content Accessibility

### **RECOMMENDED ACTION:**

#### **Americans with Disabilities Act: Best Practices for Documents, Outreach, and Web Content Accessibility**

1. **ADOPT** accessibility best practices for document preparation and public outreach efforts consistent with guidance for achieving compliance with the Americans with Disabilities Act;
2. **APPROVE** the use of up to \$10,000 in TAMC reserves to provide website accessibility support for the Transportation Agency; and
3. **APPROVE** and **AUTHORIZE** the Executive Director to enter contracts in an amount not to exceed \$10,000 with website accessibility consultants to enhance the Agency's website to meet federally recognized Web Content Accessibility Guidelines;
4. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contracts, 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 committed to providing all persons equal access to public information, as required by the Americans with Disabilities Act. In an effort to enhance the Agency's proactive efforts towards accessibility, it is recommended that the Transportation Agency adopt the attached Best Practices for Accessible Documents and Outreach and direct the hiring of consultant(s) to help the Agency meet requirements of the Web Content Accessibility Guidelines that were recently amended into the American with Disabilities Act.

### **FINANCIAL IMPACT:**

The cost of hiring a consultant to assist the Transportation Agency to meet the requirements of the Web Content Accessibility Guidelines was not in the Agency's Fiscal 19/20 budget. However, there are sufficient funds in TAMC Reserves that could be used to hire a consultant for the migration of TAMC's website to an accessible platform and cover the cost of on-going maintenance and training for a total of up to \$10,000, based upon staff's independent estimate of potential costs.

### **DISCUSSION:**

In January 2018, the U.S. Access Board, an independent Federal agency devoted to accessibility for people with disabilities, adopted the Web Content Accessibility Guidelines (WCAG 2.0 Level AA) as the standard for website compliance. As a government entity, TAMC is required to comply with these guidelines.

The Web Content Accessibility Guidelines 2.0 Guidelines and Success Criteria are organized into four principles to

assist those with visual impairments or other disabilities in interpreting websites: perceivability, operability, understandability and robustness. The strategies for assuring that websites meet these principals are as follows:

1. Perceivability
  - 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. Operability
  - 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. Understandability
  - Make text readable and understandable.
  - Make content appear and operate in predictable ways
  - Help users avoid and correct mistakes.
4. Robustness
  - Maximize compatibility with current and future user tools

Adoption of these standards and requiring their use by TAMC consultants is intended to increase the ability of all individuals to understand the Agency's website and documents.

To implement this compliance with the American with Disabilities Act, it is recommended that the Transportation Agency adopt best practices (see **attached**) to support document development and public outreach. Staff developed these best practices for document compliance and public outreach after conducting online research and consulting with other public agencies in Monterey County.

In addition, staff recommends that the Agency hire a consultant that specializes in compliance with the Web Content Accessibility Guidelines to review the existing TAMC website. After conducting the initial review, the consultant will ensure the Transportation Agency's website consistently stays in compliance and accessible to all persons.

**ATTACHMENTS:**

- ▢ ADA Best Practices for Documents, Outreach, and Web Content Accessibility

# TRANSPORTATION AGENCY FOR MONTEREY COUNTY

## ADA Best Practices for Documents, Outreach, and Web Content Accessibility

Adopted January 22, 2020

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

### Public Outreach Guidance

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

### Developing ADA Accessible Documents

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

### Web Content Accessibility Guidelines

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

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

1. Perceivable
  - Provide text alternatives for non-text content.

- Provide captions and other alternatives for multimedia.
- Create content that can be presented in different ways, including by assistive technologies, without losing meaning.
- Make it easier for users to see and hear content.

## 2. Operable

- Make all functionality available from a keyboard.
- Give users enough time to read and use content.
- Do not use content that causes seizures.
- Help users navigate and find content.

## 3. Understandable

- Make text readable and understandable.
- Make content appear and operate in predictable ways
- Help users avoid and correct mistakes.

## 4. Robust

- Maximize compatibility with current and future user tools

*A few key aspects that relate to content to be posted onto the Agency 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 practice, please contact [ada@tamcmonterey.org](mailto:ada@tamcmonterey.org).





## **Memorandum**

**To:** Board of Directors  
**From:** Dave Delfino, Finance Officer / Analyst  
**Meeting Date:** January 22, 2020  
**Subject:** **Measure X Receipts - Quarterly Report**

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### **RECOMMENDED ACTION:**

**RECEIVE** report of first quarter of fiscal year 2019/20 Measure X sales tax receipts.

### **SUMMARY:**

For the first quarter of fiscal year 2019/2020, the 12 Cities of Monterey County and the County of Monterey Measure X receipts totaled \$4,832,713.47 and the Regional Measure X receipts totaled \$3,221,808.97.

### **FINANCIAL IMPACT:**

Total Measure X receipts for the first quarter of fiscal year 2019/2020 were \$8,054,522.44.

### **ATTACHMENTS:**

- ▣ Measure X Sales Tax Receipts for first quarter 2019/2020

**Measure X Sales Tax Receipts  
For the 2019/2020 Year**

		1st Quarter 7/1/19 - 9/30/19	2nd Quarter	3rd Quarter	4th Quarter	Total
2350 Carmel - Receipts	City of Carmel	\$ 57,026.02				\$ 57,026.02
2351 Del Rey Oaks - Receipts	City of Del Rey Oaks	\$ 20,780.67				\$ 20,780.67
2352 Gonzales - Receipts	City of Gonzales	\$ 57,992.56				\$ 57,992.56
2353 Greenfield - Receipts	City of Greenfield	\$ 124,200.73				\$ 124,200.73
2354 King City - Receipts	City of King City	\$ 113,085.50				\$ 113,085.50
2355 Marina - Receipts	City of Marina	\$ 195,241.62				\$ 195,241.62
2356 Monterey - Receipts	City of Monterey	\$ 299,144.96				\$ 299,144.96
2357 Pacific Grove - Receipts	City of Pacific Grove	\$ 162,379.17				\$ 162,379.17
2358 Salinas - Receipts	City of Salinas	\$ 1,236,208.13				\$ 1,236,208.13
2359 Sand City - Receipts	City of Sand City	\$ 8,215.62				\$ 8,215.62
2360 Seaside - Receipts	City of Seaside	\$ 293,345.70				\$ 293,345.70
2361 Soledad - Receipts	City of Soledad	\$ 165,762.07				\$ 165,762.07
2501 County - Receipts	County of Monterey	\$ 2,099,330.72				\$ 2,099,330.72
2530 Regional - Receipts	Regional	\$ 3,221,808.97				\$ 3,221,808.97
		<b>\$ 8,054,522.44</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,054,522.44</b>



## Memorandum

**To:** Board of Directors  
**From:** Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board  
**Meeting Date:** January 22, 2020  
**Subject:** **Appointments to the Fort Ord Reuse Authority Board & Administrative Committee**

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### **RECOMMENDED ACTION:**

**APPROVE** appointments of Agency staff Debbie Hale, Executive Director, as ex-officio member and Todd Muck, Deputy Executive Director and Mike Zeller, Principal Transportation Planner, as ex-officio alternates to the Fort Ord Reuse Authority Board and Administrative Committee for 2020.

### **SUMMARY:**

The Agency Board appoints Agency staff to the FORA Board and Administrative Committee on an as-needed basis.

### **FINANCIAL IMPACT:**

None.

### **DISCUSSION:**

FORA's master resolution states that each Board member, alternate, and ex-officio member appointed by a governmental entity must be appointed by a member agency or such other appointing authority as provided in the Authority Act.

Staff recommends that the Transportation Agency for Monterey County Board approve appointments of Debbie Hale, Executive Director, as ex-officio member and Todd Muck, Deputy Executive Director and Mike Zeller, Principal Transportation Planner, as ex-officio alternates to the Fort Ord Reuse Authority Board and Administrative Committee.



## Memorandum

**To:** Board of Directors  
**From:** Madilyn Jacobsen, Transportation Planner  
**Meeting Date:** January 22, 2020  
**Subject:** **Bicycle and Pedestrian Committee - AMBAG Representative**

### **RECOMMENDED ACTION:**

**APPROVE** the appointment of William Condon to serve as the Association of Monterey Bay Area Governments (AMBAG) primary representative on the TAMC Bicycle and Pedestrian Facilities Advisory Committee.

### **SUMMARY:**

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

### **FINANCIAL IMPACT:**

This item has no financial impact to the TAMC budget.

### **DISCUSSION:**

The TAMC Bicycle & Pedestrian Advisory Committee is composed of volunteer residents and public agency representatives who meet monthly with TAMC staff to provide input to the TAMC Board on active transportation projects and programs. The Committee also provides input to local jurisdictions and Caltrans on bike and pedestrian infrastructure projects. The Committee has most recently led the effort to help shape the content and prioritization of projects in the Monterey County Active Transportation Plan and Marina and Seaside Safe Routes to Schools Plan.

William Condon is being nominated by Heather Adamson, Director of Planning at AMBAG, to represent AMBAG on the TAMC Bicycle and Pedestrian Committee. Mr. Condon is a Transportation Planner interested in transportation and land use issues in Monterey, Santa Cruz and San Benito Counties. Mr. Condon also has interest in promoting active transportation through improved bicycle and pedestrian facilities.

Committee vacancies remain for: Gonzales, Del Rey Oaks and Soledad, Monterey Bay Unified Air Pollution Control District, Monterey-Salinas Transit. Staff requests that Board members in these areas recruit interested individuals and refer them to staff for more information.

### **WEB ATTACHMENTS:**

[Condon - Application and Nomination Letter](#)



## Memorandum

**To:** Board of Directors  
**From:** Madilyn Jacobsen, Transportation Planner  
**Meeting Date:** January 22, 2020  
**Subject:** Summary of 2019 Environmental Document Review Program

### **RECOMMENDED ACTION:**

**RECEIVE** summary of environmental document reviews conducted by TAMC in 2019.

### **SUMMARY:**

As part of the Transportation Agency's on-going work program, Staff reviews environmental documents to comment on land use, transportation, safety, and greenhouse gas emissions sections of general plan updates, bicycle plans, major development plans, transit plans and other environmental review documents prepared by local agencies and other entities. This report is a summary of completed actions from January - December 2019.

### **FINANCIAL IMPACT:**

The environmental document review program is included in the approved Agency budget and funded by Rural Planning Assistance funds.

### **DISCUSSION:**

To effectively plan for the county's future transportation needs, the Transportation Agency is engaged in efforts to coordinate land use and transportation planning activities across the county. The goal of this coordination is to connect regional transportation infrastructure development with ongoing land use decision-making, thereby reducing the long-term need for costly regional infrastructure improvements. As more coordination occurs, such as building retail stores within walking distance of residential neighborhoods, less money will be needed to construct new roads and parking, allowing funds to be used on highway safety improvements and other regional projects. One of the Transportation Agency's mechanisms for coordinating transportation and land use planning is through the environmental document review process as defined by the California Environmental Quality Act (CEQA). Staff reviews plans and development proposals that are under consideration by the county's jurisdictions pursuant to CEQA to identify new regional transportation impacts and recommend mitigation strategies. All comments are limited to those project activities that are within the agency's area of expertise, or which are required to be carried out or approved by the agency.

During the 2019 year, staff reviewed ten environmental documents and provided comments on eight of the environmental documents. Comments submitted typical aligned with one or more of the following sentiments:

- Additional transportation safety enhancements should be added to the project;
- Impacts on regional roads and highways were underestimated; and/or
- Inclusion of transit, bicycle and pedestrian infrastructure received support.

The following table summarizes the lead agency, project name, and type of environmental documents that staff provided comments on during 2019:

<b>Lead Agency</b>	<b>Project Name</b>	<b>Document Type</b>
Monterey Peninsula Regional Park District	Palo Corona Regional Park General Development Plan	Initial Study / Mitigated Negative Declaration
City of Pacific Grove	American Tin Cannery Hotel Project Proposal	Planned Development
City of Seaside	Seaside Campus Town Project	Draft Environmental Impact Report
Cal State Monterey Bay	Master Plan	Updated Notice of Preparation
City of Salinas	East Laurel Drive Pedestrian Improvement Project	Initial Study / Mitigated Negative Declaration
City of Salinas	Rezoning / General Plan Amendment	Initial Study / Mitigated Negative Declaration
City of Salinas	Salinas Airport Development Lease Project	Initial Study / Mitigated Negative Declaration
City of King City	Downtown Addition Specific Plan 2019 Amendments and two Development Projects	Draft Supplemental Environmental Impact Report



## Memorandum

**To:** Board of Directors  
**From:** Madilyn Jacobsen, Transportation Planner  
**Meeting Date:** January 22, 2020  
**Subject:** Safe Streets Pilot Program - Cost Amendment

### **RECOMMENDED ACTION:**

**APPROVE** amendment to grant funds requested by City of Marina for the Cardoza Avenue Corridor Improvement Project as part of the Safe Streets Pilot Program.

### **SUMMARY:**

After meeting with Agency staff, the City of Marina recognized that the safety enhancements for the Cardoza Avenue/Abdy Way intersection realignment would cost higher than initially estimated due to the addition of curb extensions. An addition of \$100,000 will allow the Safe Streets Pilot Program project to move forward with the safety improvements recommended by TAMC staff.

### **FINANCIAL IMPACT:**

Funding for the Safe Streets Pilot Program comes from the Regional Surface Transportation Program funds the Board of Directors set aside as the TAMC Reserve for Complete Streets implementation as part of the last round of funding. The balance remaining after the initial allocation of funds at the Dec. 4 2019 Board meeting was \$259,274. The allocation of an additional \$100,000 would leave a balance of \$159,274 in the TAMC reserve for Complete Streets implementation.

### **DISCUSSION:**

The goal of the Safe Streets Pilot Program is to demonstrate how road maintenance projects, such as repaving, can improve pedestrian and bicycle safety with minor changes to how they have been traditionally designed. Under the program, TAMC staff met with selected jurisdictions to enhance an existing project with additional "Safe Street" design features. A portion of the Regional Surface Transportation Program's set aside for Complete Streets implementation provides this incentive funding to pay for the safety features above and beyond what would be included in a traditional repaving project.

A requirement of receiving the funding was for jurisdictions to meet with TAMC staff to discuss the proposed improvements, prior to the receipt of funds. This step was integrated into the Safe Street Pilot Program as an educational opportunity for TAMC's Principal Engineer to discuss low-cost safety enhancements with our jurisdictions engineering staff that can be integrated into current and future maintenance projects. Meetings with all selected Safe Streets Pilot Program project leads has taken place since the December 4, 2019 Board meeting.

TAMC and City of Marina staff meet in the field at the Cardoza Avenue Corridor to discuss safety enhancements and support the City in re-aligning the intersection. Staff collaborated to develop safety improvements to the intersection.

The cost of the intersection re-design increased from the original Safe Streets Pilot Program application due to additional concrete work involved in constructing curb extensions.

Staff is recommending the increased allocation in funding to enable the City of Marina to complete the Safe Street Pilot Program project with enhanced safety features.





## Memorandum

**To:** Board of Directors  
**From:** Rita Goel, Director of Finance & Administration  
**Meeting Date:** January 22, 2020  
**Subject:** **Regional Impact Fee Annual Audit FY18/19**

### **RECOMMENDED ACTION:**

**ACCEPT** the Regional Development Impact Fee Joint Powers Agency's audit report for fiscal year ending June 30, 2019.

### **SUMMARY:**

The auditors found no instances of noncompliance that are required to be reported under Government Auditing Standards, nor did they note any matters involving the internal control over financial reporting and its operation that they consider to be material weaknesses.

### **FINANCIAL IMPACT:**

The cost for the annual audit is \$2,500. The total in fees and interest collected during the audit reporting period was \$852,320. The Regional Development Impact Fee Joint Powers has a fund balance of \$4,211,968 as of June 30, 2019.

### **DISCUSSION:**

The purpose of the audit is to confirm that the Regional Development Impact Fee Joint Powers Agency's financial statements are free of material misstatement and assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

Moss, Levy & Hartzheim, Certified Public Accountants, completed the audit for fiscal year ending June 30, 2019.

The auditors found no instances of noncompliance that are required to be reported under Government Auditing Standards, nor did they note any matters involving the internal control over financial reporting and its operation that they consider to be material weaknesses.

Attached to this report are the summary tables from the audit ending June 30, 2019. The full audit is also available on the Agency website, <https://www.tamcmonterey.org/wp-content/uploads/2019/12/RDIF-Audit-18-19.pdf>

The Regional Development Impact Fee Joint Powers Agency contracts with the Transportation Agency for Monterey County for administrative services. The total fee program administration cost, including staff time, was \$82,802. Under the terms of the adopted budget, \$10,000 was transferred from the fee program to the Transportation Agency for Monterey County to partially cover these administrative costs.

The Agency expects impact fee revenues to continue to grow as the pace of new development picks up. Regional fees collected will be expended on projects as prioritized in the Strategic Expenditure Plan. Near-term project expenditures identified in the plan include: State Route 156 Safety Improvements and the State Route 68 Safety and Traffic Flow.

**ATTACHMENTS:**

- Regional Development Impact Fee Agency Audit Sheets & Management Letters

REGIONAL DEVELOPMENT IMPACT FEE JOINT POWERS AGENCY  
 GOVERNMENTAL FUND  
 BALANCE SHEET  
 June 30, 2019

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	General Fund
<b>ASSETS</b>	
Cash and investments	\$ 4,157,531
Accounts receivable	55,899
	<hr/>
Total assets	\$ 4,213,430
	<hr/> <hr/>
<b>LIABILITIES AND FUND BALANCE</b>	
Liabilities:	
Accounts payable	\$ 1,462
	<hr/>
Total liabilities	1,462
	<hr/>
Fund Balance:	
Restricted for transportation	4,211,968
	<hr/>
Total fund balance	4,211,968
	<hr/>
Total liabilities and fund balance	\$ 4,213,430
	<hr/> <hr/>

The notes to basic financial statements are an integral part of this statement.

REGIONAL DEVELOPMENT IMPACT FEE JOINT POWERS AGENCY  
 GOVERNMENTAL FUND  
 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
 For the Fiscal Year Ended June 30, 2019

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	General Fund
<b>Revenues:</b>	
Mitigation fees	\$ 768,890
Interest	83,430
	<hr/>
Total revenues	852,320
	<hr/>
<b>Expenditures:</b>	
Administration	10,000
Direct programs	312,205
	<hr/>
Total expenditures	322,205
	<hr/>
Excess of revenues over (under) expenditures	530,115
	<hr/>
Fund balance - July 1, 2018	3,681,853
	<hr/>
Fund balance - June 30, 2019	\$ 4,211,968
	<hr/> <hr/>

The notes to basic financial statements are an integral part of this statement.



Moss, Levy & Hartzheim LLP

Certified Public Accountants

November 12, 2019

To the Board of Directors  
Regional Development Impact Fee Joint Powers Agency

We have audited the financial statements of the governmental activities and the major fund of the Regional Development Impact Fee Joint Powers Agency as of and for the fiscal year ended June 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 1, 2019. Professional standards also require that we communicate to you the following information related to our audit.

#### Significant Audit Findings

##### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Regional Development Impact Fee Joint Powers Agency are described in Note 1 to the financial statements. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. We did not note any particularly sensitive information.

The financial statement disclosures are neutral, consistent, and clear.

##### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

##### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

##### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

##### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated November 12, 2019.

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Directors and management of Regional Development Impact Fee Joint Powers Agency and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*Moss, Remy & Haugheim LLP*

Santa Maria, California



Moss, Levy & Hartzheim LLP

Certified Public Accountants

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER  
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors  
Regional Development Impact Fee Joint Powers Agency  
Salinas, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of the Regional Development Impact Fee Joint Powers Agency (the Agency), as of and for the fiscal year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated November 13, 2019.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Moss, Renz & Halzheim, LLP*

Santa Maria, California  
November 13, 2019





## **Memorandum**

**To:** Board of Directors  
**From:** Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board  
**Meeting Date:** January 22, 2020  
**Subject:** **TAMC Committee Minutes**

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### **RECOMMENDED ACTION:**

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

- [Technical Advisory Committee](#) - January 9, 2020
- [Rail Policy Committee](#) - January 6, 2020 - link to agenda as meeting occurred after the deadline for this agenda packet
- [Executive Committee](#) - January 8, 2020 - link to agenda as meeting occurred after the deadline for this agenda packet
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - January 8, 2020
- [Excellent Transportation Oversight Committee](#) - October 15, 2019



## Memorandum

**To:** Board of Directors  
**From:** Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board  
**Meeting Date:** January 22, 2020  
**Subject:** TAMC Correspondence

### **RECOMMENDED ACTION:**

RECEIVE correspondence to and from TAMC for the months of December 2019 and January 2020.

### **WEB ATTACHMENTS:**

- [December 6, 2019 letter from the Measure X Citizens Oversight Committee Chair Paula Getzelman to the local jurisdictions re: Measure X Reporting and Implementation](#)
- [December 12, 2019 letter from Carl Sedoryk, MST General Manager/CEO, to Debra Hale, TAMC Executive Director, re: Proposed Recreational Use of Monterey Branch Line for Handcars](#)
- [December 12, 2019 letter from TAMC to Heather Adamson, AMBAG, re: Central Coast Highway 1 Climate Resiliency Study: Elkhorn Slough Transportation Scenarios](#)
- [December 12, 2019 joint letter from TAMC and MST to Michael Houlemard, FORA, re: Revision to Building Removal Bond Shares for TAMC and MST](#)
- [December 17, 2019 email from William Eldredge, re: Today was a day like any other for those of us that live along Monterey County's most neglected highway](#)
- [December 19, 2019 letter from TAMC to Maricruz Aguilar, City of King City, re: Comments on Draft Supplemental Environmental Impact Report for King City Downtown Addition Specific Plan 2019 Amendments and two Development Projects](#)
- [January 7, 2020 letter from TAMC to William Eldredge, re: State Route 156 Safety and Congestion Relief Improvements](#)

Safe Streets Pilot Program - Funding Award letters:

- [December 13, 2019 letter to Misty Bradshaw, City of Seaside](#)
- [December 13, 2019 letter to Andrew Easterling, City of Salinas](#)
- [December 13, 2019 letter to Jeff Krebs, City of Monterey](#)
- [December 13, 2019 letter to Edrie Delos Santos, City of Marina](#)
- [December 13, 2019 letter to Daniel Gho, City of Pacific Grove](#)
- [December 20, 2019 letter to Octavio Hurtado, City of King](#)