

RESOLUTION NO. 2022-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE WAYFINDING REGIONAL FUNDING AGREEMENT WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY COUNCIL SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the need for a wayfinding plan was identified in the Transportation Agency's 2011 Master Bicycle and Pedestrian Plan as a means for promoting bicycling and walking throughout the county, and;

WHEREAS, Wayfinding signs can ease navigation for bicyclists and pedestrians, reduce travel times and enhance a region's brand by publicizing key regional destinations. When combined with secure bicycle storage and a network of bicycle paths and lanes, a wayfinding system can attract more bicyclists, and;

WHEREAS, in 2016, TAMC adopted the Regional Pedestrian and Bicyclist Wayfinding Plan for Monterey County, and;

WHEREAS, on December 1, 2021, TAMC executed a contract with Statewide Traffic Safety and Signs in an amount not to exceed \$456,990, with an anticipated completion date of December 2022, for construction of the Regional Wayfinding Program Signs project throughout Monterey County, and;

WHEREAS, in March 2021, the Board authorized the Agency to execute funding agreements with participating jurisdictions ("Exhibit A"). The agreement outlines the responsibilities of the Transportation Agency and the underlying jurisdictions. TAMC will fund the fabrication and installation of the wayfinding signs, and the underlying jurisdictions will issue permits and accept ownership and maintenance of the installed signs, and;

WHEREAS, based on previous meetings between the City and TAMC, parties have concurred the design of Wayfinding signs presented in "Exhibit B". Thus, the agreement requires the City to allow the placement of at least 35 and up to 43 signs within its jurisdiction, generally at the locations designated in "Exhibit C". This agreement is written to be effective until completion of the project, which is ten years after the installation of the last Wayfinding sign, and;

WHEREAS, there is no fiscal impact at this time. However, the agreement states that the City shall bear all costs related to the issuance of permits, and the maintenance and repair of Wayfinding signage within its jurisdiction. According to past records for sign maintenance, the staff anticipates \$510 annually for the maintenance expenses of the signs pursuant to this agreement, and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve the Wayfinding Regional Funding Agreement with the Transportation Agency for Monterey County (TAMC), and;

2. Authorize the City Manager to execute the Agreement on behalf of the City Council subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of June 2022, by the following vote:

AYES: COUNCIL MEMBERS: Burnett, Berkley, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Medina Dirksen

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A

REGIONAL FUNDING AGREEMENT FOR PEDESTRIAN AND BICYCLE WAYFINDING PROGRAM

REGIONAL FUNDING AGREEMENT
between the
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
and
[ENTER NAME OF JURISDICTION OR AGENCY]

PEDESTRIAN AND BICYCLE WAYFINDING PROGRAM

This Regional Funding Agreement for Pedestrian and Bicycle Wayfinding Program ("Agreement") is effective the _____ of _____, 2021, and is entered into by and between the Transportation Agency for Monterey County ("TAMC") and the [enter name of Jurisdiction or Agency] ("RECIPIENT").

RECITALS

1. On May 25, 2016, the TAMC Board of Directors adopted the Regional Pedestrian and Bicyclist Wayfinding Plan for Monterey County ("Wayfinding Plan") and authorized the submission of grant applications to implement the Wayfinding Plan.
2. The Wayfinding Plan was determined to be exempt from CEQA under 14 CCR Section 15301: Existing Facilities, as affecting minor alterations to existing public structures and facilities. All applicable statutes of limitations concerning the approval of the Wayfinding Plan under CEQA have been exhausted.
3. TAMC has been awarded Local Transportation Funds and State SB1 Local Partnership Program funds in the amount of One Million Nine Hundred Thirty-one Thousand Dollars (\$1,931,000) for the development and implementation of the Wayfinding Plan within TAMC's jurisdictional boundaries.
4. RECIPIENT desires to improve bicycle and pedestrian safety within its jurisdiction, and concurrent with this Agreement, has also determined that TAMC's Regional Pedestrian and Bicyclist Wayfinding Plan is one means to achieve that desire.
5. This Agreement delineates the obligations of the Parties to this Agreement with respect to the implementation of the Regional Pedestrian and Bicyclist Wayfinding Plan, adopted by the TAMC Board, within the jurisdiction of RECIPIENT.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

Article I: Covenants of Recipient

1.1. Project Description. The complete Project Description is specified in Exhibit “A” and incorporated herein by this reference. The Project consists of the acceptance of Wayfinding signage, the identification of appropriate locations for Wayfinding signage and the installation and maintenance of such signage.

1.2. Change In Project Scope. No change in the Project scope as described in Exhibit A may be approved or implemented until it has been reviewed and approved in writing by an amendment to this Agreement approved by the TAMC Board of Directors.

1.3. Eligible Costs. Eligible costs to be funded by TAMC pursuant to this Agreement are those related to the solicitation and award of one or more contract by TAMC for the manufacture and installation of Wayfinding signage approved by RECIPIENT, as set forth below. RECIPIENT shall bear all costs related to Recipient’s actions related to this Agreement, including the issuance of permits, and the maintenance and repair of Wayfinding signage within its jurisdiction.

1.4. Acceptance of Signage. RECIPIENT hereby accepts the designs relative to the Wayfinding signage as shown in Exhibit “B,” and incorporated herein by this reference. RECIPIENT shall allow the placement of at least XX and up to YY signs within its jurisdiction, generally at the locations designated in Exhibit “C,” and incorporated herein by this reference. RECIPIENT agrees to work diligently and in good faith to provide and issue necessary permits for such signage at or near the designated locations, as physical conditions permit.

1.5. Timing of Installation. RECIPIENT shall permit and allow the installation of at least Z signs within the first six (6) months after notification by TAMC.

1.6. Maintenance and Repair. RECIPIENT shall, at its cost, maintain the installed signage in good repair and visibility throughout the period of this Agreement.

Article II: Covenants of TAMC

2.1. TAMC shall develop, award and fund one or more contracts for the fabrication and installation of Wayfinding Signage in generally the following manner:

2.1.1. A customized “Sign Topper” portion approved by RECIPIENT that incorporates agreed upon logos and color scheme that helps to establish a regional wayfinding brand. A rendering of the Jurisdictional Sign Topper selected by RECIPIENT is shown as Exhibit B.

2.1.2. A standardized “directional/distance” portion shared by all Wayfinding signage pursuant to the TAMC Pedestrian and Bicyclist Wayfinding Plan that assists a traveler in determining directions/distance to relevant locations. A rendering of the Directional/ Distance signage is shown as Exhibit B.

2.1.3. Installation of Wayfinding Signage, suitable to the location and manner of installation of such Wayfinding signage. Such installation may be by new post(s) or pole(s), or installation on an existing structure.

2.1.4. In addition, a standardized “confirmation” portion shared by all Wayfinding signage pursuant to the TAMC Pedestrian and Bicyclist Wayfinding Plan that indicates travelers are on a designated regional route. A rendering of the Confirmation signage is shown as Exhibit B.

2.2. In entering into a contract for the fabrication and installation of Wayfinding Signage for RECIPIENT, TAMC shall call for the fabrication of one and one-half (1.5) times the number of Jurisdictional Sign Toppers. The additional Jurisdictional Sign Toppers above the number to be installed pursuant to this Agreement shall be directed to be delivered to RECIPIENT for use in RECIPIENT’s maintenance responsibilities.

Article III: **Mutual Covenants**

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.15.

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

3.2.1. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Parties. At the time of any such mutual termination, TAMC shall receive or retain any Jurisdictional Sign Toppers and standardized Directional signs which may be the subject of an executed contract as described in Section 2.1, but not yet installed.

3.2.2. Discharge Upon Completion of Project. Except as to any rights or obligations which survive discharge as specified in Section 3.14, this Agreement shall be discharged, and the Parties shall have no further obligation to each other, upon completion of the Project, which shall continue for a ten (10) year period after installation of the last Wayfinding Sign pursuant to this Agreement.

3.3. Indemnity. It is mutually understood and agreed that RECIPIENT shall, to the full extent permitted by law, fully defend, indemnify and hold harmless TAMC, its Board and Directors, and any officer, agent, or employee of TAMC, against any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT under the Agreement. It is also fully understood and agreed that, pursuant to Government Code Section

895.4, RECIPIENT shall fully defend, indemnify and hold TAMC, its Board and Directors, its officers, agency and employees, harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by RECIPIENT under this Agreement or in connection with any work, authority, or jurisdiction delegated to RECIPIENT or funded by RECIPIENT under this Agreement.

3.4. Liability. As TAMC is only acting with the approval of RECIPIENT with respect to the design, designated location and installation of Wayfinding signage herein identified, TAMC is not liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of the acts or omissions of RECIPIENT or its agents, contractors, consultants, engineers, or representatives. Nor shall TAMC be liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of TAMC's provision of funds or materials which may be utilized in, but not limited to the acquisition of, the design, implementation, or construction of the Project herein described.

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

TAMC

Todd A. Muck
Executive Director
55B Plaza Circle
Salinas, California 93901
Todd@tamcmonterey.org

RECIPIENT

[Name]
[Title]
[Address]
[City, State, Zip]
[email address]

Either Party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.5. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

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

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

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

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

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

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

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

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

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

As to both Parties, the following section shall survive discharge: Section 3.3. (indemnity) and Section 3.4 (Liability), until the expiration of all relevant statutes of limitations.

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

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

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

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

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

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

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

3.22. List of Exhibits. This Agreement contains the following Exhibits:

Exhibit A:	Project Description
Exhibit B:	Wayfinding Sign Designs
Exhibit C:	General Locations of Wayfinding Signs

**** SIGNATURES ON THE NEXT PAGE ****

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

[insert NAME] (RECIPIENT):

TRANSPORTATION AGENCY FOR
MONTEREY COUNTY (TAMC):

By: _____
[Name]
City Manager

By: _____
Todd A. Muck
Executive Director

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
[Name]
[City Attorney or legal Counsel]

By: _____
Katherine Hansen
TAMC Counsel

EXHIBIT A

PROJECT DESCRIPTION

Installation and maintenance of signs at the locations generally described in Exhibit C, in order to encourage and facilitate active transportation to and around locations in Monterey County, with an emphasis on the [enter name of Jurisdiction or Agency].

EXHIBIT B

WAYFINDING SIGN DESIGN ACCEPTED BY RECIPIENT

1. CUSTOMIZED SIGN TOPPERS (to be used in conjunction with confirmation and direction signs)
[Jurisdiction to select either Full Color or Two Color sign topper]



Full Color



Two Color

2. CONFIRMATION SIGNS



3. DIRECTION SIGNS

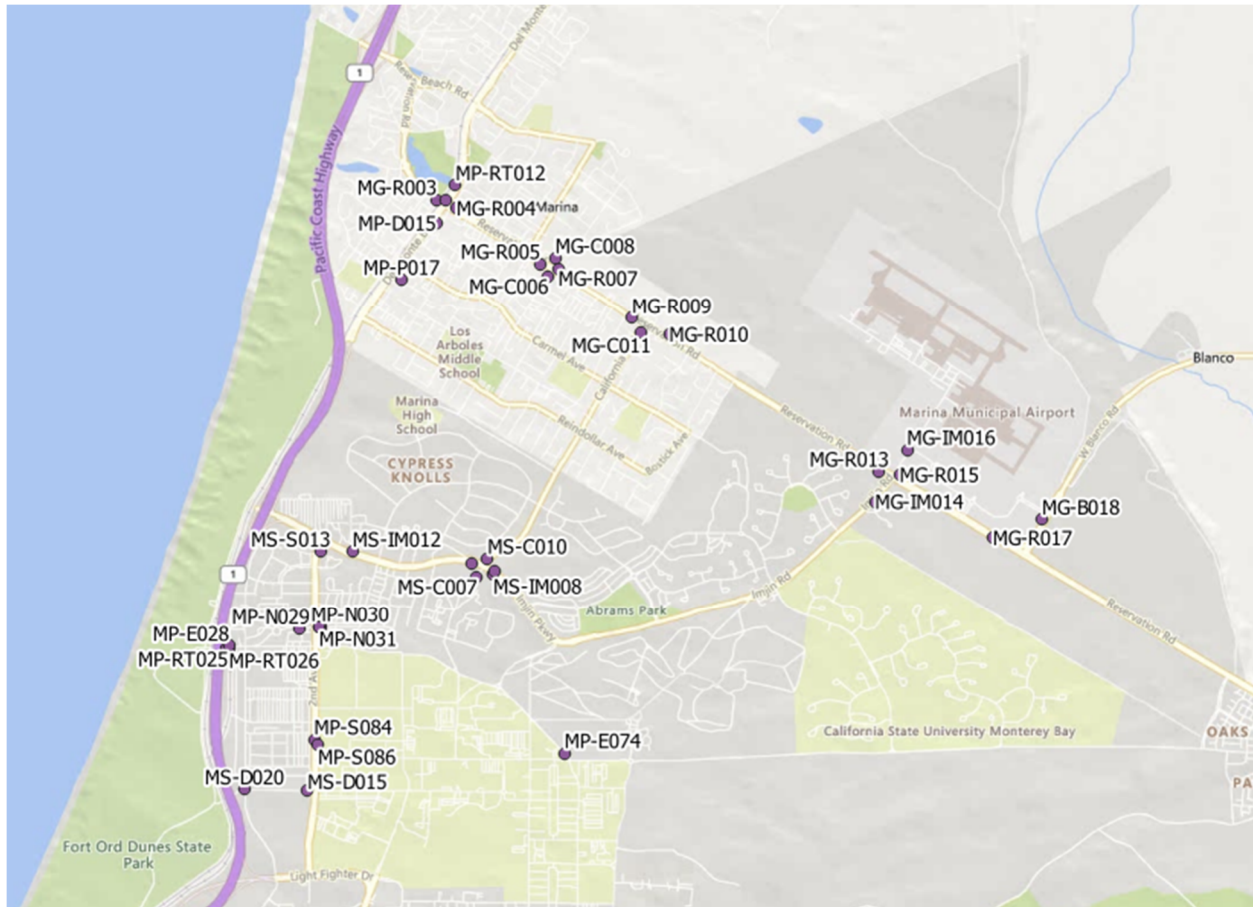


EXHIBIT C

GENERAL LOCATION OF WAYFINDING SIGNS

EXHIBIT C

GENERAL LOCATION OF WAYFINDING SIGNS



May 19, 2022

Item No. **8g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
June 7, 2022

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2022-,
APPROVING THE WAYFINDING REGIONAL FUNDING AGREEMENT
WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
(TAMC), AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE AGREEMENT ON BEHALF OF THE CITY COUNCIL SUBJECT TO
FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY**

REQUEST:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2022-, approving the Wayfinding Regional Funding Agreement with the Transportation Agency for Monterey County (TAMC), and; (“EXHIBIT A”)
2. Authorize the City Manager to execute the Agreement on behalf of the City Council subject to final review and approval by the City Attorney.

BACKGROUND:

The need for a wayfinding plan was identified in the Transportation Agency’s 2011 Master Bicycle and Pedestrian Plan as a means for promoting bicycling and walking throughout the county. Wayfinding signs can ease navigation for bicyclists and pedestrians, reduce travel times and enhance a region’s brand by publicizing key regional destinations. When combined with secure bicycle storage and a network of bicycle paths and lanes, a wayfinding system can attract more bicyclists.

In 2016, TAMC adopted the Regional Pedestrian and Bicyclist Wayfinding Plan for Monterey County. The plan was developed in coordination with a Wayfinding Plan Advisory Committee with representatives from the Bicycle and Pedestrian Committee, the County of Monterey, local cities, the Monterey County Health Department, Building Healthy Communities, the Fort Ord Reuse Authority, the Velo Club, Green Petal Couriers, Fort Ord Recreation Trails Friends, the Pebble Beach Company, and Monterey-Salinas Transit. In addition, TAMC staff solicited public input on the proposed routes and sign designs using an interactive web page. The Wayfinding Plan specifies routes to be signed throughout Monterey County to enhance connections between neighboring cities and to various destinations in the region. The plan also provides standard sign design guidelines. Local jurisdictions are encouraged to use the sign guidelines to sign their own bicycle and pedestrian routes beyond those contained in the plan.

On December 1, 2021, TAMC executed a contract with Statewide Traffic Safety and Signs in an amount not to exceed \$456,990, with an anticipated completion date of December 2022, for construction of the Regional Wayfinding Program Signs project throughout Monterey County.

ANALYSIS:

In March 2021, the TAMC Board authorized executing funding agreements with participating jurisdictions (**“EXHIBIT A”**). The agreement outlines the responsibilities of the Transportation Agency and the underlying jurisdictions. TAMC will fund the fabrication and installation of the wayfinding signs and the underlying jurisdictions will issue permits and accept ownership and maintenance of the installed signs.

Based on previous meetings between the City and TAMC, parties have concurred the design of Wayfinding signs presented in **“EXHIBIT B”**. Thus, the agreement requires the City to allow the placement of at least 35 and up to 43 signs within its jurisdiction, generally at the locations designated in **“EXHIBIT C”**. This agreement is written to be effective until completion of the project, which is ten years after the installation of the last Wayfinding sign.

FISCAL IMPACT:

There is no fiscal impact at this time. However, the agreement states that the City shall bear all costs related to the issuance of permits, and the maintenance and repair of Wayfinding signage within its jurisdiction. According to past records for sign maintenance, the staff anticipates \$510 annually for the maintenance expenses of the signs pursuant to this agreement. Maintenance of signs is an eligible gas tax expenditure.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Saber Messhenas
Assistant Civil Engineer
Public Works Department
City of Marina

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina