

RESOLUTION NO. 2017-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA AND
THE TRANSPORTATION AGENCY OF MONTEREY COUNTY (TAMC)
FOR THE 2017 REGIONAL SURFACE TRANSPORTATION PROGRAM
(RSTP) ALLOCATION OF FUNDING, AND; APPROVING THE RSTP
COMPETITIVE FUNDING GRANT APPLICATION, AND; AUTHORIZING
THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING
AND BUDGETARY ENTRIES, AND; AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY
SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY

WHEREAS, the Surface Transportation Program is a federal program that provides states and local jurisdictions with funding for highway improvements, street rehabilitation and transportation enhancements. TAMC receives an annual apportionment of Regional Surface Transportation Program (RSTP) funding, passed through the State. TAMC historically has distributed RSTP funding through fair-share (based on their urbanized populations) and competitive programs, establishing funding agreements for these programs on a three-year cycle, and;

WHEREAS, at the regular meeting of March 22, 2017, the Transportation Agency for Monterey County (TAMC) adopted the Regional Surface Transportation Program 2017 (RSTP) Guidelines and Policies, along with allocation of RSTP fair-share funds to the City of Marina. Per the Agreement for the allocation of funding approved by the TAMC Board of Directors (**Exhibit “A”**), Marina will received fair-share RSTP funds of \$143,249 for transportation projects. In order to claim reimbursement for this funding (and other State and Federal sources that pass through TAMC), the Master State & Fed Funding Agreement will need to be executed. This agreement replaces the previous master funding agreement, which has expired, and includes a term for another three years, and;

WHEREAS, the City will also be submitting an application for the RSTP competitive funding for the Beach Road Improvement Project and an updated Traffic Study for the segments of Del Monte Boulevard and Reservation Road in the Downtown Specific Plan. Total RSTP competitive funding available for this three-year cycle amounts to \$6,950,329, and;

WHEREAS, the Beach Road Improvement Project consists of new roundabouts on Beach Road at the intersections of Cardoza Ave. and at Reservation Road as well as pedestrian and bicycle improvements. Plans are approaching 60% completion of design and, if funded, the roundabouts could be constructed within the three-year deadline for RSTP funding, and;

WHEREAS, the proposed Traffic Study will be an update for the Downtown Specific Plan in respects to current traffic volumes and introduction of Complete Street elements into Reservation Road (from Del Monte Boulevard to Blanco Road) and Del Monte Boulevard (from the extension of Patton Parkway to the west to Reservation Road). The study will also update the Specific Plan with pedestrian and bicycle improvements currently implemented in the TAMC Monterey Branch Line design plans that will improve mobility and connectivity through the Specific Plan area. The study will integrate with active design projects connecting traffic throughout Marina such as the Imjin Parkway Widening Project, the Del Monte Boulevard (i.e. 2nd Ave) Extension Project, and the Del Monte Boulevard Improvement Plans, and;

WHEREAS, applications will be submitted by June 1, 2017 with final award of RSTP competitive funds on August 23, 2017, and;

WHEREAS, the fair-share RSTP funds available to Marina for transportation improvements will support the Downtown Traffic Study if a competitive grant is awarded to the city. An alternative use would be applying the funds toward the City's pavement program, and;

WHEREAS, all Program funds must be encumbered by the dates outlined in Exhibit A of the Agreement, and;

WHEREAS, should the City Council approve this request, RSTP funding will be reimbursed to the City and City funds will need to be advanced prior to reimbursement.

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

1. Approve an agreement between the City of Marina and the Transportation Agency of Monterey County (TAMC) for the 2017 Regional Surface Transportation Program (RSTP) allocation of funding, and;
2. Approve the RSTP competitive funding grant application, and;
3. Authorize the Finance Director to make the necessary accounting and budgetary entries, and;
4. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 16th day of May 2017, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Morton, O'Connell, Brown, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**AGREEMENT BETWEEN THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND THE CITY OF MARINA
FOR THE ALLOCATION OF FUNDING APPROVED BY
THE TRANSPORTATION AGENCY BOARD OF DIRECTORS**

This agreement is made on March 22, 2017 by and between the City of Marina, a public body, hereinafter referred to as “Recipient,” and the Transportation Agency for Monterey County, hereinafter referred to as “TAMC.”

WHEREAS, the TAMC is the state-designated Regional Transportation Planning Agency for Monterey County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, the TAMC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Regional Surface Transportation Program (RSTP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, the TAMC is authorized to use these exchanged funds (hereinafter RSTP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for RSTP funds; and

WHEREAS, as authorized by Chapter 2, Title 21, Rule 6640 of the Transportation Development Act, one of the duties of the TAMC is to administer the provisions of the Transportation Development Act in apportioning Local Transportation Funds (LTF) for the Transportation Development Act 2% (TDA 2%) program for bicycle and pedestrian projects pursuant to Article 3 of that law, and to the Cities, County, and Monterey-Salinas Transit;

WHEREAS, as authorized by the Joint Powers Agreement for the Monterey County Regional Development Impact Fee Agency, the TAMC is designated to administer and allocate regional development impact fee revenues (RDIF) to projects identified in the approved Strategic Expenditure Plan; and

WHEREAS, the TAMC Board has approved the allocation of funds toward the projects listed in Exhibit A; and

WHEREAS, it is contemplated by TAMC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, the TAMC has requested the Monterey County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RULES FOR RSTP EXCHANGE FUNDS

- A. The TAMC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
- B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

2. RULES FOR LTF

- A. The TAMC agrees to allocate LTF funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99230.
- B. The Recipient agrees to use LTF funds only for LTF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

3. RULES FOR TDA 2%

- A. The TAMC agrees to allocate TDA 2% funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99234 Claims for Pedestrian and Bicycle Facilities.
- B. The Recipient agrees to use TDA 2% funds only for TDA 2% eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

4. RULES FOR RDIF

- A. The TAMC agrees to allocate RDIF funds under the Joint Powers Agreement only for projects as authorized by the TAMC Board of Directors in the approved Strategic Expenditure Plan.
- B. The Recipient agrees to use RDIF funds only for RDIF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

5. ADMINISTRATIVE POLICIES

- A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement, by means of approval by the TAMC Board of Directors of a revised Exhibit A, which shall be designated by a date and number (e.g., “Exhibit A-1 (DATE)”).
- B. The Recipient agrees to submit an annual report to TAMC by April 30 describing the progress towards completion for all projects listed in Exhibit A.
- C. The Recipient agrees to mention TAMC’s role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. The TAMC agrees to reimburse the Recipient within 30 days of receipt of a completed claim form (Exhibit B) from the Recipient.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were awarded by the TAMC Board of Directors, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow TAMC to refuse reimbursement and to reprogram such funds for other purposes.

6. COST PRINCIPLES

- A. Recipient agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.
- B. Recipient agrees to:
 - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
 - (b) comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

Every sub-recipient receiving funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

7. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 10, below.
- C. In addition to the above, the pre-award requirements of third party contractor/consultants with Recipient shall be consistent with Local Program Procedures as published by Caltrans.

8. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

9. RIGHT TO AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Recipient shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

10. TRAVEL AND SUBSISTENCE

Payments to Recipient for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates

invoiced are in excess of those authorized DPA rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the TAMC on demand.

11. **PROJECT COMPLETION**

Recipient agrees to provide to the TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

12. **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.

13. **CONFLICT OF INTEREST.** Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

14. **CONSTRUCTION OF AGREEMENT.** The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

15. **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.

16. **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.

17. **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.

18. **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.

19. 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.
20. TERMINATION DATE. This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

IN WITNESS WHEREOF, TAMC and Recipient execute this Agreement as follows:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Debra L. Hale
Executive Director

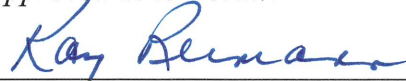
Date

Recipient:
CITY OF MARINA

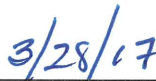
Name, Title

Date

Approved as to Form:



Kathryn Reimann
TAMC Counsel



Date

City Attorney
City of Marina

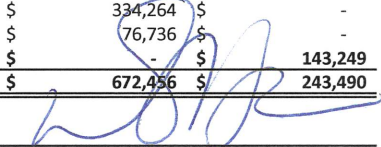
Date

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

City of Marina

Agency	Board Approval Date	Fund Expiration Date	Type	Project	Budget	Paid	Balance Outstanding
Marina	8/27/2014	8/27/2017	RSTP Competitive	Beach Road Improvements - SR 1 to Marina Drive	\$ 100,000	\$ -	\$ 100,000
Marina	3/26/2014	3/26/2017	RSTP Fair Share	2014 Fair Share Reserve	\$ 241	\$ -	\$ 241
Marina	3/26/2014	3/26/2017	RSTP Fair Share	Resurfacing of the reservation road and the Imjin Parkway bike lane projects	\$ 261,456	\$ 261,456	\$ -
Marina	6/24/2015	6/24/2018	RSTP Reserve	Imjin Parkway Repaving and Bicycle Lanes	\$ 334,264	\$ 334,264	\$ -
Marina	6/24/2015	6/24/2018	2017 RSTP Reserve	Imjin Parkway Repaving and Bicycle Lanes	\$ 76,736	\$ 76,736	\$ -
Marina	3/22/2017	3/22/2020	RSTP Fair Share	2017 Fair Share Reserve	\$ 143,249	\$ -	\$ 143,249
					\$ 915,946	\$ 672,456	\$ 243,490

Last Revised: 3/22/2017

Approved by: 
Debra L. Hale, Executive Director

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
May 16, 2017

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2017-,
APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA
AND THE TRANSPORTATION AGENCY OF MONTEREY COUNTY
(TAMC) FOR THE 2017 REGIONAL SURFACE TRANSPORTATION
PROGRAM (RSTP) ALLOCATION OF FUNDING, AND; APPROVING
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NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND;
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2017-, approving an agreement between the City of Marina and the Transportation Agency of Monterey County (TAMC) for the 2017 Regional Surface Transportation Program (RSTP) allocation of funding, and;
2. Approving the RSTP competitive funding grant application, and;
3. Authorizing the Finance Director to make the necessary accounting and budgetary entries, and;
4. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The Surface Transportation Program is a federal program that provides states and local jurisdictions with funding for highway improvements, street rehabilitation and transportation enhancements. TAMC receives an annual apportionment of Regional Surface Transportation Program (RSTP) funding, passed through the State. TAMC historically has distributed RSTP funding through fair-share (based on their urbanized populations) and competitive programs, establishing funding agreements for these programs on a three-year cycle.

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ANALYSIS:

The Beach Road Improvement Project consists of new roundabouts on Beach Road at the intersections of Cardoza Ave. and at Reservation Road as well as pedestrian and bicycle improvements. Plans are approaching 60% completion of design and, if funded, the roundabouts could be constructed within the three-year deadline for RSTP funding.

The proposed Traffic Study will be an update for the Downtown Specific Plan in respects to current traffic volumes and introduction of Complete Street elements into Reservation Road (from Del Monte Boulevard to Blanco Road) and Del Monte Boulevard (from Patton Parkway to Reservation Road). The study will also update the Specific Plan with pedestrian and bicycle improvements currently implemented in the TAMC Monterey Branch Line design plans that will improve mobility and connectivity through the Specific Plan area. The study will integrate with active design projects connecting traffic throughout Marina such as the Imjin Parkway Widening Project, the Del Monte Boulevard (i.e. 2nd Ave) Extension Project, and the Del Monte Boulevard Improvement Plans.

Applications will be submitted by June 1, 2017 with final award of RSTP competitive funds on August 23, 2017.

The fair-share RSTP funds available to Marina for transportation improvements will support the Downtown Traffic Study if a competitive grant is awarded to the city. An alternative use would be applying the funds toward the city's pavement program.

All Program funds must be encumbered by the dates outlined in Exhibit A of the Agreement.

FISCAL IMPACT:

Should the City Council approve this request, RSTP funding will be reimbursed to the City and City funds will need to be advanced prior to reimbursement.

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
Community Development 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