

RESOLUTION NO. 2020-33

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA ADOPTING THE MITIGATION MONITORING & REPORTING PLAN IN COMPLIANCE WITH PUBLIC RESOURCES CODE SECTION 21081.6 AND CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15097 FOR THE FORT ORD REGIONAL TRAIL AND GREENWAY (FORTAG), AND; APPROVING THE MASTER AGREEMENT BETWEEN AND AMONG THE TRANSPORTATION AGENCY AND THE COUNTY OF MONTEREY, THE CITIES OF SEASIDE, MARINA, MONTEREY, DEL REY OAKS, CALIFORNIA STATE UNIVERSITY MONTEREY BAY, UNIVERSITY OF CALIFORNIA SANTA CRUZ, AND MONTEREY PENINSULA REGIONAL PARK DISTRICT, AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER AGREEMENT ON BEHALF OF THE CITY OF MARINA SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, The Fort Ord Regional Trail and Greenway Project proposes to construct an approximately 28-mile continuous 12-foot wide paved bicycle and pedestrian trail with 2-foot wide unpaved shoulders and an open-space buffer on both sides. This trail will connect the Monterey Peninsula cities from the existing Monterey Bay Coastal Trail to the California State Monterey Bay University campus through the Former Fort Ord open space area (“Exhibit A” Proposed Project Map)

WHEREAS, At the regular meeting of September 19, 2017, the City Council adopted Resolution No. 2017-88, approving the Memorandum of Understanding for the designation of lead agency for the environmental review of the Fort Ord Regional Trail and Greenway (FORTAG); and

WHEREAS, As the Lead Agency, TAMC released a Notice of Preparation for the Draft Environmental Impact Report on June 13, 2019. The Draft Environmental Impact Report, which included discussion on the proposed Master Agreement, was released for public review on November 7, 2019; and

WHEREAS, At the regular meeting of March 25, 2020, the TAMC Board of Directors certified the Final Environmental Impact Report for the FORTAG, adopted the Mitigation Monitoring and Reporting Plan and approved the Master Agreement between the associated Agencies regarding the EIR and execution of the FORTAG Project in their jurisdiction; and

WHEREAS, Key to the approval of the Fort Ord Regional Trail and Greenway (FORTAG) Project is the Master Agreement (“Exhibit B”). This Agreement commits TAMC and the jurisdictions through which the trail will run to cooperating in the execution of the trail in their individual areas. The Agreement also commits TAMC to finding the funds for design and construction as well as taking the lead in these tasks. By approving the Master Agreement, the other participating jurisdictions commit to following the mitigation measures adopted by the Mitigation Monitoring and Reporting Plan, and to be responsible for the ownership, maintenance and operation of the trail once built; and

WHEREAS, the first Supplemental Agreement contemplated is one for Phase 1 of the Canyon Del Rey/State Route 218 segment with the approval of an \$11 million grant from the California Transportation Commission. The Transportation Agency must submit a grant allocation request, with the certified environmental impact report and approved Master Agreement by all Agencies by April 27, 2020 or lose the \$11 million in grant funding for Phase 1.

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

1. Adopt the mitigation monitoring & reporting plan in compliance with Public Resources Code Section 21081.6 and California Environmental Quality Act Guidelines Section 15097 for the Fort Ord Regional Trail and Greenway (FORTAG), and;
2. Approve the Master Agreement between and among the Transportation Agency for Monterey County (TAMC), the county of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, California State University Monterey Bay, University Of California Santa Cruz, and Monterey Peninsula Regional Park District, and;
3. Authorize the City Manager to execute the Master Agreement on behalf of the City of Marina 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 April 2020, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, O'Connell, Morton, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Transportation Agency for Monterey County
Fort Ord Regional Trail and Greenway Project

Figure 2-7 Trail Segments¹



Imagery provided by ESRI and its licensors © 2019.
 Additional data provided by Alta Planning + Design, 2019.

Fig 2-7 Trail Segments

FORTAG MASTER AGREEMENT

This MASTER AGREEMENT (the “Agreement”) is entered into by and among the Transportation Agency for the County of Monterey (“TAMC”), the County of Monterey (“County”), the City of Del Rey Oaks (“Del Rey Oaks”), the City of Marina (“Marina”), the City of Monterey (“Monterey”), the City of Seaside (“Seaside”), the Monterey Peninsula Regional Parks District (“MPRPD”), the University of California, Santa Cruz (“UCSC”), and California State University at Monterey Bay (“CSUMB”). TAMC, the County, the cities named herein, the District, and UCSC and CSUMB may be referred to collectively as the “Parties.” The Parties other than TAMC may be referred to collectively as the “Underlying Jurisdictions.” The notice and contact information of the Parties are attached hereto as Exhibit A.

RECITALS

This agreement is based on the following facts and circumstances:

- A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or “Measure X,” was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated \$20 million annually for a total of \$600 million over thirty years, through a retail transactions and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail And Greenway (“FORTAG”). Approximately \$20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.
- B. **FORTAG Project.** FORTAG has been proposed as an approximately 27-mile continuous 12-foot wide paved bicycle and pedestrian trail with an open-space buffer on both sides. A map designating the FORTAG alignment is attached hereto as Exhibit B. FORTAG is proposed to extend over and within the jurisdiction of each of the Parties hereto. TAMC was designated the Lead Agency for review of the FORTAG proposal under environmental laws.
- C. **Environmental Documentation.** In compliance with the California Environmental Quality Act (“CEQA”) TAMC has prepared and certified the FORTAG Final EIR (SCH # 2019060053), and has approved a Mitigation Monitoring and Reporting Plan, and has further adopted findings with respect thereto.

- D. **Need for Collective and Coordinated Action.** In order to ensure the efficient and effective development of FORTAG, and to avoid segmentation of the project, the Parties agree on the need for collective and coordinated actions by the Parties, including the possible dedication of rights of way, and the need to maintain any improvements approved within a Parties' jurisdiction.
- E. **Mitigation of Regional Transportation Impacts of Local Development and Promotion of Active Transportation.** Development, implementation and maintenance of FORTAG, as it may be approved under applicable environmental laws, is anticipated to: assist in the mitigation of transportation impacts of local development; reduce greenhouse gasses; improve the health of residents and visitors by enhancing accessibility and providing a safe connection between residential areas, schools, workplaces, regional parks, and city services; provide community health benefits from active transportation routes and stress reducing enjoyment of open spaces; and create economic benefits from associated retail, hospitality, and competitive events.
- F. **Priority for Eligibility for Matching Funds or Other Funding.** The Parties also agree that demonstration of cooperative, collective and coordinated actions with respect to FORTAG are likely to enhance the ability of the Parties to seek and obtain additional funding from State, Federal and/or other avenues for FORTAG.
- G. **Intent and Purpose of this Agreement.** The overall intent of this Agreement is to effectuate FORTAG by having TAMC undertake the primary planning, development and construction of FORTAG, and by having the Underlying Jurisdiction(s) accept ownership and responsibility for completed segments of FORTAG and to maintain and operate FORTAG as cohesively as possible for the health, safety and benefit of the public. The purpose of this Agreement is to set forth the rights and responsibilities of the Parties to fulfill this overall intent.

NOW, THEREFORE, the Parties agree:

Section I. **Parties**

The Parties to this Agreement are those parties that are signatory hereto, or signatory in the future, which include the County of Monterey, Del Rey Oaks, Marina, Monterey, Seaside, UCSC, CSUMB, MPRPD and TAMC.

Section II.
Effective Date

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

Section III.
Covenants of TAMC

With respect to each Underlying Jurisdiction that is a Party to this Agreement, TAMC shall:

- A. Funding Commitment. TAMC shall provide funding assistance to a Party, consistent with the Measure X Investment Plan, of Measure X Funds for the planning, development and construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction and funding is available. No Underlying Jurisdiction shall be required to contribute funds towards the planning or construction of a FORTAG segment; provided TAMC shall not be required to pay for staff time or other resources of an Underlying Jurisdiction.
- B. Grant Assistance. TAMC shall assist Underlying Jurisdictions with applying for and obtaining grant funding for the construction, repair, or re-construction of approved FORTAG segments.
- C. Planning Assistance. TAMC shall provide significant planning and development assistance for the construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction and funding is available.
- D. Development and Construction. TAMC shall, with the consent of the Underlying Jurisdiction, undertake the development and construction of FORTAG segments.

Section IV.
Covenants of Underlying Jurisdictions

- A. With respect to the entirety of FORTAG:
 - 1. Cooperation with TAMC and other Underlying Jurisdictions. Each Party shall cooperate with TAMC and each other Party in order to fulfill the intent of this Agreement and the FORTAG Project, being the funding, development and operation of a sustainable active bicycle and pedestrian trail connecting Underlying Jurisdictions, existing trails, and communities.

2. Public Outreach and Education. Each Party shall participate in periodic public outreach and educational efforts, designed to encourage and educate the public on responsible trail use and preservation of the open space and vistas made available by FORTAG, as well as respect for the flora and fauna found along FORTAG's alignment and the greater community.
- B. With respect to each segment of FORTAG, including any segment phase, that is approved by an Underlying Jurisdiction, such approving Party shall:
1. Cooperate and assist TAMC in developing and finalizing designs and in seeking funding for the development of segments (or phases of segments) of FORTAG within its jurisdiction.
 2. Accept and enforce all appropriate mitigation and monitoring conditions identified in FORTAG environmental documents for and specific to the segment(s) of FORTAG within the boundaries of the Underlying Jurisdiction.
 3. Incorporate the FORTAG Project alignment applicable to the boundaries of the Underlying Jurisdiction into planning and entitlement documents.
 4. Undertake appropriate review and approval of plans and specifications for each segment of FORTAG to be developed and constructed within the boundaries of the Underlying Jurisdiction.
 5. Dedicate land or easement rights, as necessary, to permit the development of FORTAG over the approved alignment.
 6. Require the dedication of rights in entitlement documents for properties not owned by the Underlying Jurisdiction, and, where appropriate, require the construction of segment alignments as part of larger approved developments.
 7. Accept ownership of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction and/or, with the consent and approval of TAMC, cause portions of segments to be owned or retained by other responsible parties.
 8. Provide for the reasonable maintenance of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.

9. Adopt and enforce such reasonable use and operations rules and regulations as the Underlying Jurisdiction deems necessary and appropriate for the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.

Section V.

Mutual Covenants

- A. Design and Development of Segment Phases. As any given segment (or phase thereof) of FORTAG is identified by TAMC and an Underlying Jurisdiction for development and receives sufficient funding therefor, TAMC and the Underlying Jurisdiction for such segment shall enter into a Supplemental Agreement specifying in greater detail the manner in which the parties will comply with these covenants, consistent with the terms and conditions of relevant funding agreements. Such Supplemental Agreements shall be duly approved by the applicable parties and a Memorandum of Supplemental Agreement, identifying the basic terms of such agreements, including all funding therefore, shall be attached to this Master Agreement in subsequent exhibits. By way of example, it is anticipated that the City of Del Rey Oaks, the Monterey Peninsula Parks District, the City of Seaside, and TAMC will enter into a Supplemental Agreement soon after their respective approvals of this Master Agreement, and in connection therewith, will receive funds from an Active Transportation Grant. The basic terms of the "Phase One Canyon Del Rey/SR 218 Segment" Supplemental Agreement, consistent with grant funding requirements, will be memorialized and attached to this Master Agreement as Exhibit C.
- B. Term and Termination. This Agreement shall remain in effect as to each Underlying Jurisdiction from the date of approval until terminated as provided herein.
 1. This Agreement may be terminated at any time by the mutual consent of all the Parties.
 2. This Agreement may be terminated as to TAMC and an Underlying Jurisdiction upon the mutual consent of TAMC and the Underlying Jurisdiction, provided that 60 days' certified mail notice, as provided in Section IX.B., is given to all other Underlying Jurisdictions that are Parties to this Agreement.
- C. Indemnity by TAMC. With regard to construction of a FORTAG segment by TAMC, the Underlying Jurisdiction, its governing body, elected officials, any officer, consultant, agent, or employee thereof shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done

by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that TAMC shall fully defend, indemnify, and hold harmless an Underlying Jurisdiction, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on the Underlying Jurisdiction for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement.

Agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

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

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

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

Section VI.

Amendments

This Agreement may be amended at any time by a written amendment approved by all of the Parties as evidenced by approval by the governing board or council of each Party. Any amendment to the alignment shown in Exhibit B and approved in the FORTAG Final EIR shall require environmental review prior to consideration.

Section VII.

Sole Agreements

This Agreement, together with the Memorandum of Understanding Re Designation of Lead Agency, approved by TAMC on September 27, 2017, are the sole agreements on the subject matters of this Agreement between and among the Parties with respect to FORTAG. The parties acknowledge that Supplemental Agreements, as described in Section V. may be approved and attached as exhibits to this Master Agreement without changing or otherwise amending the provisions described in this Agreement.

Section VIII.

CEQA Lead Agency Designation

Consistent with that Memorandum of Understanding approved by TAMC on September 27, 2017, the Parties confirm that for purposes of compliance with the California Environmental Quality Act (CEQA), Public Resources Code section 21000, et. seq., for environmental review of the FORTAG proposal, that TAMC is the lead agency, and all other Parties are responsible agencies. Prior to taking action to approve this Agreement and any FORTAG segment within its jurisdiction, each Underlying Jurisdiction shall certify that it has reviewed and considered the information contained in the environmental documents certified by TAMC.

Section IX.
Miscellaneous

- A. Dispute Resolution. If any dispute arises between the Parties under this Agreement, the Parties shall resolve the dispute in accordance with this Section IX(A).
1. Duty to Meet and Confer. The Parties shall first meet and confer in good faith and attempt to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Parties all the information in its possession that is relevant to the dispute, so that all Parties have the information needed to reach agreement. If these negotiations fail to produce agreement after fifteen (15) days from the initial demand, any disputing Party may proceed to mediation or judicial resolution pursuant to subsections (2) and (3).
 2. Mediation. If meeting and conferring do not resolve the dispute, and if all disputing Parties wish to pursue mediation, then the matter shall be submitted for formal mediation to the Mediation Center of Monterey County, the American Arbitration Association, the Judicial Arbitration and Mediation Services, or such other mediation service as the Parties may mutually agree upon. Any disputing Party may terminate the mediation if it fails to produce agreement within forty-five (45) days from selection of the mediator. The expenses of such mediation shall be shared equally between the disputing Parties.
 3. Judicial Resolution. If the dispute is not or cannot be resolved by meeting and conferring and/or mediation, then any disputing Party may commence an action in the Superior Court of Monterey County.
- B. Notices. Any notice or instrument required to be given or delivered by mail under this Agreement shall be deposited with the United States Postal Service, registered or certified mail, postage prepaid, and addressed to the addresses of the Parties as shown on Exhibit A. Such notice shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States mail. All other notices may be provided by regular mail to the addresses shown in Exhibit A, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties, also in Exhibit A. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.
- C. Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections,

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

- D. Governing Law; Interpretation. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.
- E. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Parties.
- F. Assignment. The Parties hereto shall not assign any rights or obligations under this Agreement without the written consent of all the other Parties.
- G. Waiver. Any waiver of any terms of this Agreement shall be in writing signed by each applicable Party thereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- H. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

Section X.

Execution and Signatures

The Board of Directors of TAMC, the Board of Supervisors of the County of Monterey, the city councils of the cities enumerated herein, and the appropriate approving bodies for UCSC, MPRPD and CSUMB, have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below. This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____

Its: _____

Date: _____

Approved as to form:

TAMC Counsel

COUNTY OF MONTEREY

By: _____

Its: _____

Date: _____

Approved as to form:

County Counsel

CITY OF DEL REY OAKS

By: _____

Its: _____

Date: _____

Approved as to form:

City Attorney

CITY OF MARINA

By: _____

Its: _____

Date: _____

Approved as to form:

City Attorney

CITY OF MONTEREY

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF SEASIDE

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____

Its: _____

Date: _____

Approved as to form:

Legal Counsel

EXHIBIT A
NOTICE / CONTACT INFORMATION

TAMC	Executive Director 55-B Plaza Circle Salinas, CA 93901 (831) 775-0903 Name @tamc.org
COUNTY OF MONTEREY	Title Address Salinas, CA 93901 (831) Email address
CITY OF DEL REY OAKS	Title 650 Canyon Del Rey Del Rey Oaks, CA 93940 (831) Email address
CITY OF MARINA	Title 211 Hillcrest Ave. Marina, CA 93933 (831) Email address
CITY OF MONTEREY	Hans Uslar, City Manager 580 Pacific Street Monterey, CA 93940 (831) 646-3760 uslar@monterey.org
CITY OF SEASIDE	Title 440 Harcourt Ave. Seaside, CA 93955 (831) Email address
UNIVERSITY OF CALIFORNIA, SANTA CRUZ	Title ADDRESS ADDRESS Phone Email address

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY		Title ADDRESS ADDRESS Phone Email address
MONTEREY PENINSULA REGIONAL PARK DISTRICT		Title ADDRESS ADDRESS Phone Email address

April 3, 2020

Item No. **11c**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
April 7, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-,
ADOPTING THE MITIGATION MONITORING & REPORTING PLAN
IN COMPLIANCE WITH PUBLIC RESOURCES CODE SECTION
21081.6 AND CALIFORNIA ENVIRONMENTAL QUALITY ACT
GUIDELINES SECTION 15097 FOR THE FORT ORD REGIONAL
TRAIL AND GREENWAY (FORTAG), AND; APPROVING THE
MASTER AGREEMENT BETWEEN AND AMONG THE
TRANSPORTATION AGENCY AND THE COUNTY OF MONTEREY,
THE CITIES OF SEASIDE, MARINA, MONTEREY, DEL REY OAKS,
CALIFORNIA STATE UNIVERSITY MONTEREY BAY, UNIVERSITY
OF CALIFORNIA SANTA CRUZ, AND MONTEREY PENINSULA
REGIONAL PARK DISTRICT, AND; AUTHORIZING THE CITY
MANAGER TO EXECUTE THE MASTER AGREEMENT ON BEHALF
OF THE CITY OF MARINA SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY**

REQUEST:

It is recommended that the City Council:

1. Adopting the mitigation monitoring & reporting plan in compliance with Public Resources Code Section 21081.6 and California Environmental Quality Act Guidelines Section 15097 for the Fort Ord Regional Trail and Greenway (FORTAG), and;
2. Approving the Master Agreement between and among the Transportation Agency for Monterey County (TAMC), the county of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, California State University Monterey Bay, University Of California Santa Cruz, and Monterey Peninsula Regional Park District, and;
3. Authorize the City Manager to execute the Master Agreement on behalf of the City of Marina subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of September 19, 2017, the City Council adopted Resolution No. 2017-88, approving the Memorandum of Understanding for the designation of lead agency for the environmental review of the Fort Ord Regional Trail and Greenway (FORTAG).

As the Lead Agency, TAMC released a Notice of Preparation for the Draft Environmental Impact Report on June 13, 2019. The Draft Environmental Impact Report, which included discussion on the proposed Master Agreement, was released for public review on November 7, 2019.

At the regular meeting of March 25, 2020, the TAMC Board of Directors certified the Final Environmental Impact Report for the FORTAG, adopted the Mitigation Monitoring and

Reporting Plan and approved the Master Agreement between the associated Agencies regarding the EIR and execution of the FORTAG Project in their jurisdiction.

ANALYSIS:

The Fort Ord Regional Trail and Greenway Project proposes to construct an approximately 28-mile continuous 12-foot wide paved bicycle and pedestrian trail with 2-foot wide unpaved shoulders and an open space buffer on both sides. This trail will connect the Monterey Peninsula cities from the existing Monterey Bay Coastal Trail to the California State Monterey Bay University campus through the Former Fort Ord open space area (**"EXHIBIT A"** Proposed Project Map).

While seven segments were evaluated in the environmental document, this multijurisdictional trail is expected to be implemented in smaller phases as funding is secured for design and construction. The development, construction, operation, and maintenance of the trail would be managed under a Master Agreement to be executed among and between the Transportation Agency and the jurisdictions within whose boundaries the trail is located.

Key to the approval of the Fort Ord Regional Trail and Greenway (FORTAG) Project is the Master Agreement (**"EXHIBIT B"**). This Agreement commits TAMC and the jurisdictions through which the trail will run to cooperating in the execution of the trail in their individual areas. The Agreement also commits TAMC to finding the funds for design and construction as well as taking the lead in these tasks. By approving the Master Agreement, the other participating jurisdictions commit to following the mitigation measures adopted by the Mitigation Monitoring and Reporting Plan, and to be responsible for the ownership, maintenance and operation of the trail once built.

Once the funding has been secured for a particular segment of the trail within a jurisdiction, the Master Agreement allows TAMC and the participating jurisdiction to enter into a Supplemental Agreement which will detail the execution of the design and construction of the project as well as compliance with the covenants (i.e. mitigation measures, development, construction, operation, maintenance) of the Master Agreement for that particular trail segment.

The first Supplemental Agreement contemplated is one for Phase 1 of the Canyon Del Rey/State Route 218 segment with the approval of an \$11 million grant from the California Transportation Commission. The Transportation Agency must submit a grant allocation request, with the certified environmental impact report and approved Master Agreement by all Agencies by April 27, 2020 or lose the \$11 million in grant funding for Phase 1.

FISCAL IMPACT:

Funding for preparing the environmental study was provided by TAMC and grant funding. The fiscal impact of entering into a Memorandum of Understanding will be limited to the staff time to review the studies, design, and environmental document during phases of the project subject to any future Supplemental Agreements. Increases in maintenance costs should be anticipated for future phases that will construct trail segments within the City of Marina.

ENVIRONMENTAL DETERMINATION:

The City of Marina determined an environmental study that analyzes the environmental impacts of the proposed FORTAG project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Article 19, Section 15306, Class 6). No physical changes are proposed at this time.

CONCLUSION:

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

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

Attachments:

1. Exhibit A Proposed Project Map.
2. Exhibit B Draft Memorandum of Understanding to establish TAMC as lead agency for the FORTAG trail environmental review.