

# Attachment A

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**Measure X**  
**Vehicle Miles Traveled Threshold Development Reimbursement Agreement**  
**between the**  
**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**  
**AND**  
**MONTEREY COUNTY**

This Vehicle Mile Traveled Threshold Development Reimbursement Agreement (“VMT Agreement”) is effective the \_\_\_\_ of \_\_\_\_\_, 2020, and is entered into by and between the Transportation Agency for Monterey County (“TAMC”) and MONTEREY COUNTY (“Monterey County”).

**RECITALS**

1. In September, 2013, the California Legislature adopted and the Governor approved SB 743, which, among other things, required the Office of Planning and Research to identify new metrics for identifying and mitigating transportation impacts within the California Environmental Quality Act (“CEQA”) for use by regional transportation planning agencies such as TAMC and other jurisdictions.
2. In December, 2018, pursuant to SB 743, the Office of Planning and Research approved changes in CEQA Guidelines that identified new metrics for transportation analysis, including Vehicle Miles Traveled (“VMT”) on a per capita, per employee, and net VMT. These new metrics go into effect on July 1, 2020.
3. Included as part of TAMC’s obligations as a regional transportation planning agency is the determination of Regional Transportation Plans and Congestion Management Plans, which will be impacted by the new metrics relating to VMT.
4. TAMC has determined to procure consultant services to assist TAMC in utilizing the new VMT metrics and intends to enter into one or more agreements for such services, after completion of appropriate procurement processes.
5. Monterey County has chosen to use the procurement process to be undertaken by TAMC and to share in the cost of consultant services with respect to Monterey County’s share of such Program.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

**SECTION I**  
**PROCUREMENT OF CONSULTANT SERVICES**

1. TAMC selected Kimley-Horn Associates to be used as a consultant to develop VMT thresholds for use in environmental and other traffic analyses; to develop

VMT Screening Maps based on such VMT Thresholds; and to develop a Travel Demand Management threshold and reduction strategy to be considered as mitigations or conditions of approval under CEQA for projects with impacts.

2. Monterey County has received a copy of a Cost Estimate prepared by the Consultant for work to be performed for Monterey County and others, pursuant to Consultant's Agreement with TAMC. A copy of this Cost Estimate is attached as Exhibit A and incorporated by this reference.
3. Monterey County agrees to pay its fair share of the costs identified in Exhibit A, which amount is anticipated not to exceed twenty-four thousand (\$24,000) and is based upon the number of zones in the jurisdiction and associated cost for technical analysis. The specific allocation of Monterey County's costs is described in Exhibit B which is attached and incorporated by this reference.
4. TAMC will request Monterey County's payment for its full amount upon completion of the consultant's work, and payment will be made within 30 days of notice.
5. Monterey County also acknowledges that it may seek additional services from Consultant and agrees that it will pay such additional costs.

## **SECTION II GENERAL PROVISIONS**

- A. 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.
- B. Integration. This Agreement 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.
- C. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.
- D. 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.
- E. Notices. Notice required under this Agreement shall be delivered electronically to Monterey County and TAMC at the addresses listed below. Monterey County and TAMC shall give prompt notice of any change of address, including contact name

and title. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

**FOR MONTEREY COUNTY:**

**Name:** Carl P. Holm  
**Title:** RMA Director  
**Address:** 1441 Schilling Place  
**City:** Salinas, CA 93901  
**Phone:** (831) 755-4800  
**Email:** holmcp@co.monterey.ca.us

**FOR TAMC:**

**Debra L. Hale**  
**Executive Director**  
**55 B Plaza Circle**  
**Salinas, CA 93901**  
**(831) 775-0903**  
**debbie@tamcmonterey.org**

- F. Waiver. Any waiver of any terms of this Agreement shall be in writing signed by both parties hereto. 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.
- G. Non-Assignment. Neither party hereto may assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the other party.
- H. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement 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.
- I. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.
- J. Construction of Agreement. The parties hereto 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 amendment to this Agreement.

**[Signatures on next page]**



## EXHIBIT A

### CITIES, 1 ZONE (WITH 7-8 CITIES PARTICIPATING)

<b>Cities Only Fee - 6/8/2020</b>									
		KIMLEY-HORN							
Number	Task Description	Frederik Venter \$340.00	Mike Schmitt \$285.00	Chris Gregerson \$205.00	Darryl DePencier \$205.00	Admin / Graphics \$115.00	KHA Total Hours	KHA Total Fee	
<b>1</b>	<b>Project Coordination and Management</b>	18	18	18	0	2	56	\$ 15,170	
1.1	Review Existing County VMT/AMBAG Model/City VMT	18	18	18		2	56	\$ 15,170	
<b>2</b>	<b>Technical Assistance</b>	29	56	84	20	0	189	\$ 47,140	
2.1	Develop VMT Thresholds	9	28	64			101	\$ 24,160	
2.2	Develop VMT Screening Maps	2	20	20	20		62	\$ 14,580	
2.3	Transportation Demand Management - VMT Mitigation	18	8				26	\$ 8,400	
<b>3</b>	<b>Report/Documentation</b>	12	40	32	0	0	84	\$ 22,040	
<b>4</b>	<b>Contract Administration</b>	8	8	0	0	8	24	\$ 5,920	
<b>5</b>	<b>Optional Task: Standard Sketch Planning Tool</b>	4	40	60	0	0	104	\$ 25,060	
<b>TOTALS</b>									
Sub-total Labor Hours		71	162	194	20	10	457		
Sub-total Labor Fee		\$ 24,140	\$ 46,170	\$ 39,770	\$ 4,100	\$ 1,150		\$ 115,330	
Big Data (Terralitics)								\$ 5,000	
<b>TOTAL FEE WITHOUT OPTIONAL TASK for 8 Cities</b>				Cost per City \$ 11,909				\$ 95,270	
<b>TOTAL FEE WITH OPTIONAL TASK for 8 Cities</b>				Cost per City \$ 15,041				\$ 120,330	
<b>TOTAL FEE WITHOUT OPTIONAL TASK for 7 Cities</b>				Cost per City \$ 13,375				\$ 93,625	
<b>TOTAL FEE WITH OPTIONAL TASK for 7 Cities</b>				Cost per City \$ 16,500				\$ 115,500	

### MONTEREY COUNTY, 5 ZONES

<b>Monterey County SB 743 Fee Schedule - 6/8/2020</b>									
		KIMLEY-HORN							
Number	Task Description	Frederik Venter \$325.00	Mike Schmitt \$265.00	Chris Gregerson \$205.00	Darryl DePencier \$205.00	Admin / Graphics \$115.00	KHA Total Hours	KHA Total Fee	
<b>1</b>	<b>Project Coordination and Management</b>	4	4	2	0	0	10	\$ 2,770	
1.1	Review Existing County VMT/AMBAG Model/City VMT	4	4	2			10	\$ 2,770	
<b>2</b>	<b>Technical Assistance</b>	4	12	22	4	0	42	\$ 9,810	
2.1	Develop VMT Thresholds	2	8	20			30	\$ 6,870	
2.2	Develop VMT Screening Maps		2	2	4		8	\$ 1,760	
2.3	Transportation Demand Management - VMT Mitigation	2	2				4	\$ 1,180	
<b>3</b>	<b>Report/Documentation and Guidance Process</b>	2	6	16	0	0	24	\$ 5,520	
<b>4</b>	<b>Contract Administration</b>	2	0	0	0	4	6	\$ 1,110	
<b>5</b>	<b>Optional Task: Standard Sketch Planning Tool</b>	2	4	8	0		14	\$ 3,350	
<b>TOTALS</b>									
Sub-total Labor Hours		14	26	48	4	4	96		
Sub-total Labor Fee		\$ 4,550	\$ 6,890	\$ 9,840	\$ 820	\$ 460		\$ 22,560	
Big Data (Terralitics)								\$ 750	
<b>TOTAL FEE</b>								\$ 23,310	

TOTAL ESTIMATED COST FOR TAMC CONTRACT:

NOT TO EXCEED WITH 7-8 CITIES AND COUNTY: \$120,330 + \$23,310 = \$143,640

## EXHIBIT B

### ANTICIPATED COSTS FOR MONTEREY COUNTY

ASSUMING FIVE ZONES, WITH OR WITHOUT OPTIONAL TASK

<b>Monterey County SB 743 Fee Schedule - 6/8/2020</b>								
		<b>KIMLEY-HORN</b>						
<b>Task</b>		Frederik Venter	Mike Schmitt	Chris Gregerson	Darryl DePencier	Admin / Graphics	<b>KHA Total</b>	<b>KHA Total</b>
<b>Number</b>	<b>Description</b>	\$325.00	\$265.00	\$205.00	\$205.00	\$115.00	<b>Hours</b>	<b>Fee</b>
<b>1</b>	<b>Project Coordination and Management</b>	<b>4</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>\$ 2,770</b>
1.1	Review Existing County VMT/AMBAG Model/City VMT	4	4	2			10	\$ 2,770
<b>2</b>	<b>Technical Assistance</b>	<b>4</b>	<b>12</b>	<b>22</b>	<b>4</b>	<b>0</b>	<b>42</b>	<b>\$ 9,810</b>
2.1	Develop VMT Thresholds	2	8	20			30	\$ 6,870
2.2	Develop VMT Screening Maps		2	2	4		8	\$ 1,760
2.3	Transportation Demand Management - VMT Mitigation	2	2				4	\$ 1,180
<b>3</b>	<b>Report/Documentation and Guidance Process</b>	<b>2</b>	<b>6</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>\$ 5,520</b>
4	Contract Administration	2	0	0	0	4	6	\$ 1,110
5	Optional Task: Standard Sketch Planning Tool	2	4	8	0		14	\$ 3,350
<b>TOTALS</b>								
	Sub-total Labor Hours	14	26	48	4	4	96	
	Sub-total Labor Fee	\$ 4,550	\$ 6,890	\$ 9,840	\$ 820	\$ 460		\$ 22,560
	Big Data (Terralitics)							\$ 750
	<b>TOTAL FEE</b>							<b>\$ 23,310</b>

NOTE: TAMC staff is recommending a not to exceed amount of \$24,000 for Monterey County.

## EXHIBIT C

### CONSULTANT SCOPE OF WORK

#### Scope of Work – SB 743 VMT Threshold Development

The following draft Scope of Work encompasses the tasks for up to nine jurisdictions that have not initiated their own contract or analysis to establish VMT Thresholds to meet SB 743 requirements. The jurisdictions included in this scope of work could include:

- Gonzales
- Soledad
- Greenfield
- King City
- Pacific Grove
- Del Rey Oaks
- Monterey County

#### 1. Project Management and Coordination

This task includes 3-4 meetings with each of the jurisdictions who elect to participate under this contract to review unique needs of the jurisdiction relevant to vehicle miles traveled and travel demand management. Each meeting is anticipated to take place virtually and last about 1-1.5 hours.

##### 1.1. Review Existing County VMT / AMBAG Model / City VMT

Review by Traffic Analysis Zone (TAZ) of the land use forecasts from for General Plan buildout is required for consistency in forecasting traffic and VMT on the road network. This task will be done in close collaboration with the city/county staff.

#### 2. Technical Analysis

The technical analysis task includes the development of VMT thresholds, screening maps and travel demand management threshold/reduction strategy for mitigation.

##### 2.1. Develop VMT Thresholds

Develop VMT thresholds for the city/county based on input from the review of existing county VMT / AMBAG Model and the city/county's needs.

##### 2.1 Develop VMT Screening Maps based on Defined VMT Threshold

The travel demand model will be used to set up screening thresholds for the different jurisdictional areas and TAZ's per the SB 743 requirements. This task will also determine areas in the jurisdiction that would meet the requirements for possible exemption and will not have any significant impacts per the new SB 743 guidelines.

##### 2.2. Travel Demand Management – Mitigation

Develop a TDM threshold and reduction strategy that would constitute required mitigations or conditions of approval for projects with impacts.

#### 3. Develop Report / Documentation

Develop report with documentation for the each of the jurisdictions that elect to participate under this contract to document assumptions made in establishing the VMT Thresholds. Documentation will first be produced in a draft format for feedback from the lead agency. Then, the consultant will submit a final report.

#### **4. Contract Administration**

This task includes the required contract administration, such as invoicing and reporting.

#### **5. (OPTIONAL TASK): Standard Sketch Planning Tool**

Sketch planning tools are generally used to estimate transportation or land use impacts, typically developed as a spreadsheet-based tool in software programs such as Microsoft Excel. This optional task supports the development of an interactive spreadsheet-based tool that can advance the jurisdiction's ability to assess localized VMT impacts and mitigation. The sketch planning tool should allow the jurisdiction to understand VMT impacts by land use type for a specific, localized address within their jurisdiction. The Sketch Planning Tool could support the jurisdiction in understanding the type of mitigation that would help reduce VMT impacts in that area of their city/county.