

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

This Master Funding Agreement is made as of the last date opposite the respective signatures below by and between the County of Monterey, a political subdivision of the State of California (“Recipient”) and the Transportation Agency for Monterey County (“TAMC”) collectively referred to as “Parties.

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

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

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

WHEREAS, as authorized by Chapter 2, Title 21, Rule 6640 of the Transportation Development Act, one of the duties of 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 District;

WHEREAS, as authorized by the Joint Powers Agreement for the Monterey County Regional Development Impact Fee Agency, 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 of Directors has approved the allocation of RSTP Exchange Funds, TDA 2% funds, and RDIF funds for the projects listed in the Master State and Federal Funding Agreement (Exhibit A); and

WHEREAS, the Parties contemplate that the amount of RSTP Exchange funding and the projects
Transportation Agency for Monterey County
Master Agreement
RSTP, TDA 2% and RDIF Funding
Department of Public Works, Facilities and Parks

designated in Exhibit A may change from time to time as set forth below; and **WHEREAS**, the County of Monterey Auditor-Controller established a separate fund for the Federal Apportionment Exchange Program as requested by TAMC.

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

1. RULES FOR RSTP EXCHANGE FUNDS

- A. 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 TDA 2% FUNDS

- A. TAMC agrees to allocate TDA 2% funds 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.

3. RULES FOR RDIF FUNDS

- A. 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.

4. 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 Funding Agreement, by means of approval by the TAMC Board of Directors of a revised

Transportation Agency for Monterey County
Master Agreement
RSTP, TDA 2% and RDIF Funding
Department of Public Works, Facilities and Parks

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. 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.

5. 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.

6. THIRD PARTY CONTRACTING

Transportation Agency for Monterey County
Master Agreement
RSTP, TDA 2% and RDIF Funding
Department of Public Works, Facilities and Parks

- 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.

7. 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 Sub Contractors 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.

8. 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.

Transportation Agency for Monterey County
Master Agreement
RSTP, TDA 2% and RDIF Funding
Department of Public Works, Facilities and Parks

9. TRAVEL AND SUBSISTENCE

Payments to Recipient for travel and subsistence expenses of Recipient forces and/or its Contractors or Sub Contractors, 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 TAMC on demand.

10. PROJECT COMPLETION

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

11. 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.

12. 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.

13. 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.

Transportation Agency for Monterey County
Master Agreement
RSTP, TDA 2% and RDIF Funding
Department of Public Works, Facilities and Parks

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the latest date reflected on the signature page(s) below.

Transportation Agency for Monterey County
Master Agreement
RSTP, TDA 2% and RDIF Funding
Department of Public Works, Facilities and Parks

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers which shall be effective as of the last date opposite the respective signatures below.

County of Monterey

Transportation Agency for Monterey County

By: _____
Randell Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities
and Parks

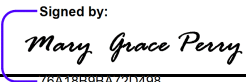
By: _____
Todd A. Muck
Executive Director

Dated: _____

Dated: _____

Approved as to Form:
Office of the County Counsel
Susan K. Blicht, County Counsel

Approved as to Form:
TAMC Counsel

By: 

76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel

By: _____
Shane Eben Strong
TAMC Contract Counsel

Dated: 4/28/2026 | 2:07 PM PDT

Dated: _____

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

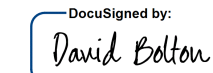
By: 

E79EF64E57454F6...
Patricia Ruiz

Its: Patricia Ruiz Auditor Controller Analyst I
(Print Name and Title)

Date: 4/29/2026 | 7:56 AM PDT

Approved as to Indemnification Provision
Office of the County Counsel-Risk Management
Susan K. Blicht, County Counsel

By: 

3E7A6EF11DD8446...
David Bolton
Risk Manager

Date: 4/28/2026 | 12:05 PM PDT

Transportation Agency for Monterey County
Master Agreement
RSTP, TDA 2% and RDIF Funding
Department of Public Works, Facilities and Parks


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

County of Monterey

Agency	Board Approval Date	Fund Expiration Date	Type	Active Projects	Budget	Paid	Balance Outstanding
County	8/23/2023	8/22/2026	RSTP Fair Share	Davis Road Bridge Replacement and Road Widening Project	\$ 3,060,000.00	\$ 2,500,675.58	\$ 559,324.42
County	8/27/2025	8/26/2028	RSTP Mid-Cycle 2025	Laureles Grade/Carmel Valley Road Roundabout	\$ 450,000.00	\$ -	\$ 450,000.00
County	10/22/2025	10/21/2028	RSTP Reserve	North Monterey County SRTS Plan - Participatory Budgeting Projects	\$ 781,500.00	\$ -	\$ 781,500.00
County	3/25/2026	3/24/2029	RSTP Fair Share	Toro Park Lane Closure Project	\$ 20,888.86	\$ -	\$ 20,888.86
County	3/25/2026	3/24/2029	RSTP Fair Share	Unprogrammed Balance	\$ 1,488,693.64	\$ -	\$ 1,488,693.64
					\$ 5,801,082.50	\$ 2,500,675.58	\$ 3,300,406.92

Agency	Board Approval Date	Fund Expiration Date	Type	Completed Projects	Budget	Paid	Balance Outstanding
County	8/23/2017	Completed	RSTP Competitive	State Route 1 Climbing Lane	\$ 928,261.00	\$ 928,261.00	\$ -
County	3/22/2017	Completed	RSTP Fair Share	State Route 1 Climbing Lane	\$ 2,086,552.85	\$ 2,086,552.85	\$ -
County	3/23/2016	Completed	RSTP Fair Share	Holman Highway 68 Roundabout	\$ 68,000.00	\$ 68,000.00	\$ -
County	6/24/2015	Completed	TAMC Undesignated Reserve	Highway 156 Vehicle Speed Signs	\$ 31,639.86	\$ 31,639.86	\$ -
County	6/24/2015	Completed	RSTP Reserve	Rio Road Repaving and Class II Bike Lanes	\$ 55,000.00	\$ 55,000.00	\$ -
County	9/24/2014	Completed	TDA 2%	Monterey Bay Sanctuary Scenic Trail	\$ 219,930.00	\$ 219,930.00	\$ -
County	9/24/2014	Completed	TDA 2%	Castroville Railroad Crossing Bicycle Project	\$ 887,732.43	\$ 887,732.43	\$ -
County	8/27/2014	Completed	RSTP Competitive	SR68/Corral de Tierra Intersection Improvement Project	\$ 49,417.00	\$ 49,417.00	\$ -
County	8/27/2014	Completed	RDIF	SR68/Corral de Tierra Intersection Improvement Project	\$ 312,205.00	\$ 312,205.00	\$ -
County	8/27/2014	Completed	TDA 2%	Moss Landing segment of the Monterey Bay Sanctuary Scenic Trail	\$ 57,051.00	\$ 57,051.00	\$ -
County	8/27/2014	Completed	RSTP Fair Share	Unincorporated Monterey County Roadway Striping Project	\$ 738,841.62	\$ 738,841.62	\$ -
County	1/22/2014	Completed	TLC	Rico Street Sidewalk Improvements Project	\$ 100,000.00	\$ 100,000.00	\$ -
					\$ 5,534,630.76	\$ 5,534,630.76	\$ -

Last Revised: 3/30/2026

Approved by: 
 Todd Muck, Executive Director

Transportation Agency for Monterey County
Master Agreement
RSTP, TDA 2% and RDIF Funding
Department of Public Works, Facilities and Parks

Exhibit A

2026-0325 TAMC Master Funding Agreement Exhibit A - County

Final Audit Report

2026-03-30

Created:	2026-03-30
By:	Janneke Strause (janneke@tamcmonterey.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAxAxRL080kekfNHQ9d-KKFyEratMCjGHHfO

"2026-0325 TAMC Master Funding Agreement Exhibit A - County" History

-  Document created by Janneke Strause (janneke@tamcmonterey.org)
2026-03-30 - 4:05:23 PM GMT
-  Document emailed to Todd Muck (todd@tamcmonterey.org) for signature
2026-03-30 - 4:05:27 PM GMT
-  Email viewed by Todd Muck (todd@tamcmonterey.org)
2026-03-30 - 5:32:46 PM GMT
-  Document e-signed by Todd Muck (todd@tamcmonterey.org)
Signature Date: 2026-03-30 - 5:33:58 PM GMT - Time Source: server
-  Agreement completed.
2026-03-30 - 5:33:58 PM GMT

Exhibit B- Claim Form

Name and Address of Claimant MONTEREY COUNTY PUBLIC WORKS 1441 Schilling Place Salinas, CA 93901	MONTEREY COUNTY (TAMC) CLAIM FOR PAYMENT 55-B Plaza Circle Salinas, CA 93901-2902 831-775-0903 Tel 831-775-0897 FAX		FY26																																																
Claim For _____ Funds _____ From Fund _____																																																			
Description of Project or Purposes of Expenditures:		Check one to indicate use of funds:																																																	
		<input type="checkbox"/> Street and Road Purposes																																																	
		<input type="checkbox"/> Public Transit - Operating																																																	
Claim #01		<input type="checkbox"/> Public Transit - Capital																																																	
		■FINAL CLAIM ___yes ___no																																																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Expended to date on this project:</th> <th style="width:10%;">\$</th> <th style="width:10%;">-</th> <th style="width:10%;">FUND</th> <th style="width:10%;">ACCOUNT</th> <th style="width:10%;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td>Less amounts billed to Other Grant Source</td> <td>\$</td> <td>-</td> <td></td> <td></td> <td></td> </tr> <tr> <td>TAMC Funding</td> <td>\$</td> <td>-</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Less amount claimed to date on this project to date:</td> <td>\$</td> <td>-</td> <td></td> <td></td> <td></td> </tr> <tr> <td>TAMC Funding Balance prior to claim</td> <td>\$</td> <td>-</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Amount of this claim:</td> <td>\$</td> <td>-</td> <td></td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="5"> If this is the final claim for this project, please submit a project completion certification </td> <td style="text-align: right;"> TOTAL CLAIM </td> </tr> <tr> <td colspan="5"></td> <td style="text-align: right;"> \$0.00 </td> </tr> </tbody> </table>				Expended to date on this project:	\$	-	FUND	ACCOUNT	AMOUNT	Less amounts billed to Other Grant Source	\$	-				TAMC Funding	\$	-				Less amount claimed to date on this project to date:	\$	-				TAMC Funding Balance prior to claim	\$	-				Amount of this claim:	\$	-			\$0.00	If this is the final claim for this project, please submit a project completion certification					TOTAL CLAIM						\$0.00
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TAMC Funding Balance prior to claim	\$	-																																																	
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If this is the final claim for this project, please submit a project completion certification					TOTAL CLAIM																																														
					\$0.00																																														

SIGNATURE OF CLAIMANT
 I certify that this claim is in accordance with applicable federal and state laws:

 Signature, title of claimant Date

APPROVAL OF DEPARTMENT
 This claim is based on TAMC approved application and there are adequate funds available in claimant's account:

 TAMC Executive Director Date
 Approved as stated hereon:

 TAMC Administrative Services Manager Date