

CITY OF SAND CITY

RESOLUTION SC 20-64, 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING A REIMBURSEMENT AGREEMENT WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) FOR A CONSULTANT TO DEVELOP VEHICLE MILES TRAVELED (VMT) THRESHOLDS TO MEET SB 743 REQUIREMENTS SPECIFIC TO THE CITY OF SAND CITY, FOR AN AMOUNT NOT TO EXCEED \$17,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF SAND CITY

WHEREAS, in September 2013, the Governor signed Senate Bill 743 which, among other things, eliminated vehicular delay and Level of Service (LOS) as metrics for measuring traffic impacts of proposed land development projects under the California Environmental Quality Act (CEQA); and

WHEREAS, according to the new CEQA VMT metrics requirements which went into effect on July 1, 2020, jurisdictions are required to adopt thresholds to determine whether VMT impacts from proposed projects are considered a significant impact under CEQA; and

WHEREAS, in late March 2020, the County of Monterey and several local cities asked TAMC to assist with the development of local VMT thresholds of significance to meet SB 743 requirements; and

WHEREAS, TAMC issued a request for proposals to three consultants to provide technical assistance, and then selected Kimley-Horn from the submitted proposals and the City's cost as part of this joint effort is \$17,000; and

WHEREAS, participating with TAMC on this endeavor will result in a cost savings as it would be more expensive for the City to pursue this effort on its own; and

WHEREAS, a reimbursement agreement with TAMC will help Sand City continue to be a safe, clean, and family-friendly community.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Sand City as follows;

- 1) The City Manager is authorized to execute the reimbursement agreement attached hereto as Exhibit A.

Sand City Resolution SC 20-64, 2020

PASSED AND ADOPTED by the City Council of Sand City on this 6th day of October 2020, by the following vote:

AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer
NOES: None
ABSENT: None
ABSTAIN: None

APPROVED:


Mary Ann Carbone, Mayor

ATTEST:



Connie Horca, Acting City Clerk

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

This Vehicle Mile Traveled Threshold Development Reimbursement Agreement (“VMT Agreement”) is effective the 10th of OCTOBER, 2020, and is entered into by and between the Transportation Agency for Monterey County (“TAMC”) and the CITY OF SAND CITY (“Sand City”).

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. Sand City has chosen to use the procurement process to be undertaken by TAMC and to share in the cost of consultant services with respect to Sand City’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. Sand City has received a copy of a Cost Estimate prepared by the Consultant for work to be performed for Sand City and others, pursuant to Consultant's Agreement with TAMC. A copy of this Cost Estimate is attached hereto as Exhibit A.
3. Sand City agrees to pay its fair share of the costs identified in Exhibit A, which amount is anticipated not to exceed seventeen thousand (\$17,000), and is based upon the number of zones in the jurisdiction and associated cost for technical analysis. The specific allocation of Sand City's costs is described in Exhibit B, and incorporated herein as though fully set forth.
4. TAMC will request Sand City's payment for its full amount upon completion of the consultant's work, and payment will be made within 30 days of notice.
5. Sand City 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 Sand City and TAMC at the addresses listed below. Sand City 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 CITY OF SAND CITY:

Name:
Title:
Address:
City:
Phone:
Email:

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]

In Witness Whereof, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

CITY OF SAND CITY

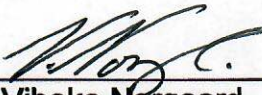
Transportation Agency for
Monterey County (TAMC)

By:  10/19/20
Aaron Blair Date
City Manager

By:  10/28/2020
Debra L. Hale Date
Executive Director

Approved as to Form and Legality:

Approved as to Form and Legality:

By:  10/19/20
Vibeke Norgaard Date
City Attorney

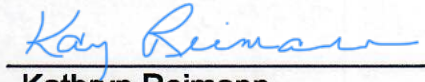
By: 
Kathryn Reimann
TAMC Counsel

EXHIBIT A

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

| | | KIMLEY-HORN | | | | | | | |
|---|---|-----------------|--------------|-------------------------|------------------|------------------|-----------|------------|--|
| | | Frederik Venter | Mike Schmitt | Chris Gregerson | Darryl DePencier | Admin / Graphics | KHA Total | KHA Total | |
| Number | Task Description | \$340.00 | \$285.00 | \$205.00 | \$205.00 | \$115.00 | Hours | Fee | |
| 1 | Project Coordination and Management | 18 | 18 | 18 | | 2 | 56 | \$ 15,170 | |
| 1.1 | Review Existing County VMT/AMBAG Model/City VMT | 18 | 18 | 18 | | 2 | 56 | \$ 15,170 | |
| 2 | Technical Assistance | 29 | 56 | 84 | 20 | | 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 | |
| 3 | Report/Documentation | 12 | 40 | 32 | | | 84 | \$ 22,040 | |
| 4 | Contract Administration | 8 | 8 | | | 8 | 24 | \$ 5,920 | |
| 5 | Optional Task: Standard Sketch Planning Tool | 4 | 40 | 60 | | | 104 | \$ 25,060 | |
| TOTALS | | | | | | | | | |
| 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 (Terrallitics) | | | | | | | | \$ 5,000 | |
| TOTAL FEE WITHOUT OPTIONAL TASK for 8 Cities | | | | Cost per City \$ 11,909 | | | | \$ 95,270 | |
| TOTAL FEE WITH OPTIONAL TASK for 8 Cities | | | | Cost per City \$ 15,041 | | | | \$ 120,330 | |
| TOTAL FEE WITHOUT OPTIONAL TASK for 7 Cities | | | | Cost per City \$ 13,375 | | | | \$ 93,625 | |
| TOTAL FEE WITH OPTIONAL TASK for 7 Cities | | | | Cost per City \$ 16,500 | | | | \$ 115,500 | |

MONTEREY COUNTY, 5 ZONES

| | | KIMLEY-HORN | | | | | | | |
|-------------------------|---|-----------------|--------------|-----------------|------------------|------------------|-----------|-----------|--|
| | | Frederik Venter | Mike Schmitt | Chris Gregerson | Darryl DePencier | Admin / Graphics | KHA Total | KHA Total | |
| Number | Task Description | \$325.00 | \$265.00 | \$205.00 | \$205.00 | \$115.00 | Hours | Fee | |
| 1 | Project Coordination and Management | 4 | 4 | 2 | | | 10 | \$ 2,770 | |
| 1.1 | Review Existing County VMT/AMBAG Model/City VMT | 4 | 4 | 2 | | | 10 | \$ 2,770 | |
| 2 | Technical Assistance | 4 | 12 | 22 | 4 | | 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 | |
| 3 | Report/Documentation and Guidance Process | 2 | 6 | 16 | | | 24 | \$ 5,520 | |
| 4 | Contract Administration | 2 | | | | 4 | 6 | \$ 1,110 | |
| 5 | Optional Task: Standard Sketch Planning Tool | 2 | 4 | 8 | | | 14 | \$ 3,350 | |
| TOTALS | | | | | | | | | |
| 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 (Terrallitics) | | | | | | | | \$ 750 | |
| TOTAL FEE | | | | | | | | \$ 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 CITY OF SAND CITY

ASSUMING ONE ZONE, WITH OR WITHOUT OPTIONAL TASK

| | | Cities Only Fee - 6/8/2020 | | | | | | |
|---|---|-----------------------------------|--------------|-------------------------|------------------|------------------|------------|-------------------|
| | | KIMLEY-HORN | | | | | | |
| Number | Task Description | Frederik Venter | Mike Schmitt | Chris Gregerson | Darryl DePencier | Admin / Graphics | KHA Total | KHA Total |
| | | \$340.00 | \$285.00 | \$205.00 | \$205.00 | \$115.00 | Hours | Fee |
| 1 | Project Coordination and Management | 18 | 18 | 18 | | 2 | 56 | \$ 15,170 |
| 1.1 | Review Existing County VMT/AMBAG Model/City VMT | 18 | 18 | 18 | | 2 | 56 | \$ 15,170 |
| 2 | Technical Assistance | 29 | 56 | 84 | 20 | | 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 |
| 3 | Report/Documentation | 12 | 40 | 32 | | | 84 | \$ 22,040 |
| 4 | Contract Administration | 8 | 8 | | | 8 | 24 | \$ 5,920 |
| 5 | Optional Task: Standard Sketch Planning Tool | 4 | 40 | 60 | | | 104 | \$ 25,060 |
| TOTALS | | | | | | | | |
| 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 |
| TOTAL FEE WITHOUT OPTIONAL TASK for 8 Cities | | | | Cost per City \$ 11,909 | | | | \$ 95,270 |
| TOTAL FEE WITH OPTIONAL TASK for 8 Cities | | | | Cost per City \$ 15,041 | | | | \$ 120,330 |
| TOTAL FEE WITHOUT OPTIONAL TASK for 7 Cities | | | | Cost per City \$ 13,375 | | | | \$ 93,625 |
| TOTAL FEE WITH OPTIONAL TASK for 7 Cities | | | | Cost per City \$ 16,500 | | | | \$ 115,500 |

NOTE: TAMC has received interest from 7 cities and is recommending a not-to-exceed amount of \$17,000 for cities until all reimbursement agreements have been signed.

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
- Sand City
- 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.