

Attachment A

MEASURE X
PAVEMENT MANAGEMENT PROGRAM UPDATE 2025 REIMBURSEMENT AGREEMENT
between the
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
and the
COUNTY OF MONTEREY

This Pavement Management Program Update 2025 Reimbursement Agreement (“Agreement”) is effective as of the last date opposite the respective signatures below and is entered into by and between the Transportation Agency for Monterey County (“TAMC”) and the County of Monterey (“AGENCY”), collectively referred to as “PARTIES”.

RECITALS

1. **WHEREAS**, on November 8, 2016, the voters of the County of Monterey, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the “Act”), approved Measure X (TAMC Ordinance No. 2016-01) on the County of Monterey Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax (“Measure X”); and
2. **WHEREAS**, on August 31, 2017, AGENCY entered into a Measure X Master Programs Funding Agreement (“Master Agreement”) setting forth the mutual obligations and rights of TAMC and AGENCY with respect to the allocation of Measure X funds; and
3. **WHEREAS**, the Measure X Master Funding Agreement was amended by the PARTIES on July 23, 2020 (“Master Agreement Amendment No. 1”) to include the Maintenance of Effort definition consistent with Ordinance No. 2019-01; and
4. **WHEREAS**, one of AGENCY’S obligations in Exhibit D, Pavement Management Program Report of the Master Funding Agreement is to re-inspect pavement conditions every three (3) years for arterials and collectors, and every six (6) years for residential streets and local/rural roads unless otherwise approved by TAMC; and
5. **WHEREAS**, TAMC is procuring consulting services to assist participating agencies in meeting Pavement Management Program (PMP) requirements and to provide additional pavement management services as requested; and
6. **WHEREAS**, on September 3, 2025, TAMC issued a Request for Proposals (RFP) for pavement management services and Nichols Consulting Engineers was selected as the most qualified firm to perform the required services; and

7. **WHEREAS**, AGENCY desires to enter into an Agreement with TAMC to reimburse its proportionate share of the costs associated with the consultant services for the Pavement Management Program Update.

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

1. Scope of Services: TAMC shall procure and oversee services provided by Nichols Consulting Engineers for the Pavement Management Program Update, including pavement condition re-inspections and any additional services requested by the AGENCY within the scope of work of TAMC's agreement with Nichols Consulting Engineers.
2. Cost Sharing and Reimbursement: AGENCY agrees to reimburse TAMC for AGENCY'S proportionate share of the total consultant costs, as outlined in Exhibit A, Fair Share Costs of the County of Monterey for Pavement Management Program Update 2025 Consulting Services. The AGENCY shall certify the invoice, either in the requested amount or in such other amount as the AGENCY approves in conformity with this Agreement and shall promptly submit each invoice to AGENCY'S Auditor-Controller for payment. AGENCY'S Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.
3. Reporting and Coordination: TAMC shall provide regular updates to AGENCY regarding project progress, deliverables, and expenditures. AGENCY shall cooperate with TAMC and the consultant to facilitate timely completion of services.
4. Term: This Agreement shall be effective upon execution and shall remain in effect until June 30, 2027, unless terminated earlier in accordance with Section 5, Termination.
5. Termination: Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the termination date.
6. Indemnification: Each party shall indemnify, defend, and hold harmless the other party from any claims, liabilities, or damages arising from its own acts or omissions in connection with this Agreement.
7. Additional Acts and Documents: PARTIES agree 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 this Agreement.

8. Integration: This Agreement represents the entire agreement of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein.
9. Applicable Law: This Agreement shall be governed by, and constructed and enforced in accordance with, the laws of the State of California.
10. Amendment: This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto.
11. Notices: Notices required under this Agreement shall be delivered personally or by first-class postage pre-paid mail to AGENCY and TAMC at the addresses listed below. Notice shall be deemed effective upon personal delivery or on the third day after deposit with the U.S. Postal Service. AGENCY 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 AGENCY:

Enrique Saavedra, PE
Chief of Public Works
1441 Schilling Place, 2nd Floor
Salinas, CA 93901
831.755.8970
saavedraem@countyofmonterey.gov

FOR TAMC:

Laurie Williamson
Senior Engineer
55 B Plaza Circle
Salinas, CA 93901
831.775.4415
laurie@tamcmonterey.org

12. Waiver: Any waiver of any terms of this Agreement must be in writing and 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.
13. 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.
14. No Rights in Third Parties: Nothing in this Agreement, express or implied, is intended to confer any rights or remedies 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.
15. Headings: The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

16. Construction of Agreement: 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.

17. Signatory's Warranty: Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement on behalf of TAMC and AGENCY in the capacity indicated by his or her signature and agrees that TAMC and AGENCY shall be bound by this Agreement as of the last date opposite the respective signatures below.

18. Incorporation of Recitals: The recitals to this Agreement are incorporated into this Agreement.

19. Electronic Signatures: PARTIES understand and agree that this Agreement can be signed electronically.

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 (AGENCY)

Transportation Agency for
Monterey County (TAMC)


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

By: ^{Signed by:}



76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel

By: _____
Shane Ebon Strong
TAMC Counsel

Dated: 4/27/2026 | 1:10 PM PDT

Dated: _____


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

By: ^{DocuSigned by:}


3E7A6EF11DD8446...
David Bolton
Risk Manager

Dated: 4/27/2026 | 1:16 PM PDT

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: ^{DocuSigned by:}


E79EF62E37434F6...
Patricia Ruiz
Auditor Controller Analyst I

Dated: 4/28/2026 | 7:43 AM PDT

EXHIBIT A

**FAIR SHARE COSTS OF THE COUNTY OF MONTEREY FOR
PAVEMENT MANAGEMENT PROGRAM UPDATE 2025 CONSULTING SERVICES**

TASK	DESCRIPTION	COST
1	Project Management	\$ 1,509.00
2	Database Review and Update	\$ 10,348.00
3.1	Pavement Condition Surveys of Residential and Local Roadways	\$ 122,261.00
3.2	Pavement Condition Surveys of Arterial and Collector Roadways	\$ 67,401.00
4	Update Maintenance and Rehabilitation Strategies and Decision Tree	\$ 2,336.29
5	Budget Analysis and Funding Scenarios	\$ 3,060.86
6.1	Final Reports	\$ 6,570.90
6.2	Council Presentations	\$ 8,012.00
7.1	Training and Technical Support	\$ 1,286.29
7.2	Technical Assistance	\$ 5,360.29
8	GIS Linkage and Mapping	\$ 3,100.00
9	Traffic Sign Inventory	\$ 0.00
TOTAL ANTICIPATED COST		\$ 231,245.63
NOT TO EXCEED AMOUNT		\$ 231,250.00

EXHIBIT B

PAVEMENT MANAGEMENT PROGRAM REQUIREMENTS

The approved ordinance for the Transportation Safety & Investment Plan (Measure X) outlines the requirements for the use of local road maintenance, pothole repair and safety funds. It includes a requirement for each jurisdiction to have a pavement management program. "Each city and the County of Monterey shall develop, or participate in the development of by TAMC, a pavement management program. They shall submit regular reports on the conditions of their streets, to ensure timely repairs and keep the public informed. Development of the pavement management program by TAMC is eligible to be funded out of this program prior to distribution of funds to the cities and the County."

SYSTEM REQUIREMENTS: In order to receive Measure X funds, the cities and the County shall utilize a pavement management program (PMP) and submit regular reports on the conditions of their streets, to ensure timely repairs and keep the public informed. The pavement management program should utilize an approved software-based tool for analyzing pavement conditions and reports findings on rehabilitation/maintenance strategies based on funding levels. The pavement management program used by the jurisdiction must contain, at a minimum, the following features:

- Store the inventory all roadways within a jurisdiction (in a compatible database with other jurisdictions).
- Assess the condition of the roadways (based on seven distresses and three severity levels).
- Provide the current Pavement Condition Index (PCI) for the roadways (as per ASTM D6433).
- Identify all pavement sections needing maintenance, rehabilitation, or replacement.
- Calculate budget needs for maintenance, rehabilitation or replacement of deficient pavement sections (for the current year and the next three years at various overall condition levels).
- Develop maintenance strategies for the most cost-effective level of maintenance or repair appropriate at the time of the inspection.
- Generate pavement management program reports (in various formats).

All jurisdictions must implement and maintain an approved Pavement Management Program (“StreetSaver” or equivalent). The “StreetSaver” Pavement Management Program developed by Metropolitan Transportation Commission (MTC) is the most utilized program in the Bay Area and would be an excellent program for this region as well. The use of the “StreetSaver” Pavement Management Program is recommended (but not required) since it would allow good compatibility between local jurisdictions and also provide regional benefits. Jurisdictions may elect to use an alternative pavement management program provided it meets the above listed minimum requirements and receives written approval from TAMC.

The Agency will assist with the development of an overall pavement management implementation plan for this region with the participation and coordination of all the cities and the county. The Agency recommends the development of a regional system to benefit from a coordinated system. The regional system would be developed collaboratively between local jurisdictions. In order to have a regional database, it is recommended that all agencies utilize a common pavement management program. This would allow compilation of information on a regional basis. It would also create opportunities for interagency coordination and to guide regional transportation investments and planning.

UPDATE REQUIREMENTS: The jurisdictions must complete the following updates:

- Review and update the pavement information for all roads every two years.
- Pavement conditions must be re-inspected every three years for arterials and collectors.
- Pavement conditions must be re-inspected every six years for residential streets and local/rural roads, unless otherwise approved by TAMC. Pavement condition surveys may be done by either automated or manual inspections and may be done either individually or in conjunction with another agency. A percentage of the network can be scheduled each year so that the entire network is updated on a regular cycle.

REPORT REQUIREMENTS: All jurisdictions shall submit an annual Pavement Management Program Report Letter to TAMC no later than December 31 of each year the Measure X tax is in effect using the approved report letter format. It shall include all the highlighted information and shall be on local agency letterhead (see attached template).

All jurisdictions shall also participate in the biennial pavement needs survey conducted for the California Statewide Local Streets and Roads Needs Assessment and provide the requested roadway data for their jurisdiction.