

**AMENDMENT No. 1 to MEASURE X
PAVEMENT MANAGEMENT PROGRAMS FUNDING AGREEMENT
between the
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
COUNTY OF MONTEREY**

WHEREAS, County of Monterey (“COUNTY”) and the Transportation Agency for Monterey County (“TAMC”) entered into a Pavement Management Programs Funding Agreement (“PMP Funding Agreement”) dated February 5, 2018; and

WHEREAS, the PMP Funding Agreement provided that TAMC, after consultation with COUNTY, selected the proprietary software known as “StreetSaver,” developed by the Metropolitan Transportation Commission (“MTC”), to be used as a regional pavement management program, and arranged with MTC to obtain services for a number of jurisdictions as a group, including COUNTY; and

WHEREAS, the PMP Funding Agreement also provided that COUNTY acknowledged receipt of an “Order Acknowledgment” which identified the services provided, including annual and one-time services, and the apportioned costs therefor; and

WHEREAS, in the PMP Funding Agreement the COUNTY also acknowledged the possible need for additional services and agreed to pay for such services; and

WHEREAS, the PMP Funding Agreement also contained, in Section I., Paragraph 3., a specific reimbursement agreement for the COUNTY that identified the amount for the initial year of the StreetSaver program and placed a “not-to-exceed” amount of \$66,053.00; and

WHEREAS, the COUNTY has continued participation in the regional pavement management program provided by TAMC, with respect to COUNTY’s own needs; and

WHEREAS, the COUNTY recognizes the need to pay its proportionate share of continued use of the StreetSaver program; and

WHEREAS, the COUNTY acknowledges receipt and review of StreetSaver Invoice # 4926-AR11761 for StreetSaver services, as well as TAMC’s proposed allocation of 21.2% of such costs to COUNTY.

NOW, THEREFORE,

1. The Effective Date of this Agreement is November 1, 2020.

2. Notwithstanding Section I., Paragraph 3, and pursuant to Section I., Paragraph 5, of the PMP Funding Agreement, COUNTY hereby agrees to reimburse TAMC for its share of consultant costs, pursuant to Invoice # 4926-AR11761, in an amount not to exceed FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$4,750.00).
3. Such reimbursement shall be made within thirty (30) days of TAMC's presentation to COUNTY of an invoice showing approval of and payment for the consultant's services, or within thirty (30) days of the effective date of this Amendment No. 1, whichever occurs last.
4. COUNTY also agrees to pay its proportionate share of up to three additional StreetSaver invoices without the need for further amendment if all the following conditions are met:
 - a. Within five (5) business days of TAMC's presentation of a StreetSaver invoice for a given year, COUNTY has not notified TAMC of its intent to end participation in the StreetSaver program;
 - b. The invoices represent only annual payments of previously approved services;
 - c. No proportionate share to be paid by COUNTY exceeds 21.2% of the invoice amount; and
 - d. No amount to be paid per invoice by COUNTY exceeds the amount of FIVE THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS (\$5,233.00).
5. All other provisions of the PMP Funding Agreement shall remain in full force and effect.

[Signatures on the next page]

