



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Kate Daniels to:

Agreement No.: A-17429

- a. Approve the proposed retroactive Regional Reimbursement Agreement between the Transportation Agency for Monterey County (TAMC) and the County of Monterey (Agreement) to reimburse costs incurred by the County of Monterey for implementation of the Toro Park Pilot Project, Project No. 8215, effective as of the last date opposite the respective signatures of the Agreement until discharged or terminated by mutual consent of the parties, for an amount not to exceed \$150,000 and
- b. Authorize the Director of Public Works, Facilities and Parks or their designee to execute the proposed retroactive Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount, subject to review and approval as to form, insurance and indemnification provisions and fiscal provisions by the Office of the County Counsel-Risk Management and the Auditor-Controller's Office, respectively.

PASSED AND ADOPTED on this 8th day of July 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 8, 2025.

Dated: July 9, 2025
File ID: A 25-298
Agenda Item No.: 53

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

REGIONAL REIMBURSEMENT AGREEMENT FOR THE TORO PARK PILOT PROJECT

This Regional Reimbursement Agreement ("Agreement") is made and entered into by and between the County of Monterey, a political subdivision of the State of California ("Sponsor") and the Transportation Agency for Monterey County ("TAMC"), collectively referred to herein as "Parties", or in the singular, as "Party" and effective as of the last date opposite the respective signatures below.

RECITALS

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 the Transportation Safety & Investment Plan Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"); and

WHEREAS, Measure X identifies the State Route 68 project - Scenic Route 68 Corridor Improvement Project as an eligible use of funds from Measure X revenues; and

WHEREAS, cut-through traffic as a result of State Route 68 Corridor congestion is causing dangerous conditions on Portola Drive in the Toro Park neighborhood adjacent to State Route 68; and

WHEREAS, the Toro Park Pilot Project (Pilot Project) is intended to address peak hour cut-through traffic impacting the Toro Estates and Serra Village Communities; and

WHEREAS, this Pilot Project was identified and developed by staff and community members. It is designed to address the cut through traffic from drivers who use Portola Drive to avoid the recurring congestion along State Route 68 during commute hours; and

WHEREAS, Portola Drive is the main roadway that serves the residential areas of Toro Estates and Serra Village and provides direct access to Toro Park Elementary School; and

WHEREAS, the funds will be used to design, install and maintain a temporary Pilot Project to be implemented prior to commencement of the Toro Park Elementary School academic year. The Pilot Project will implement a partial road closure of Torero Drive at the intersection of Bravo Court; and a partial road closure of Portola Drive north of the Monterey County Regional Fire Station; and

WHEREAS, TAMC and Sponsor have proposed this Pilot Project to divert traffic off Portola Drive back onto State Route 68. The plans for said Pilot Project, entitled "Toro Park Cut Through Traffic Project – Phase 1 and Phase 2" were prepared by Kimley Horn and Associates,

Inc., KHA Project 09768009, dated 7/13/2024 for TAMC and are on file with TAMC and Sponsor and incorporated by this reference. The Pilot Project is described below in Section 1.1. Project Description; and

WHEREAS, on May 22, 2024, the TAMC Board of Directors approved Measure X funds for the Scenic Route 68 Corridor Improvement Project, in the amount of \$150,000, to implement the Pilot Project; and

WHEREAS, Sponsor desires to receive regional funding from TAMC to implement the Pilot Project; and

WHEREAS, TAMC is authorized to program funds to the Pilot Project in amounts not-to-exceed those shown in the Funding Summary, which is attached and incorporated by this reference as **Exhibit "A"**; and

WHEREAS, the parties understand and agree that timing was of the essence for the improvements installed for said Pilot Project; and

WHEREAS, the parties understand and agree that said improvements for Phase 1 were installed by Sponsor on or about July 26, 2024, prior to the commencement of the Toro Park Elementary School academic year which began on August 7, 2024; and

WHEREAS, the parties understand and agree that the improvements installed to implement the Pilot Project will require on-going maintenance, repair, or replacement, from time to time, as determined by Sponsor in consultation with TAMC; and

WHEREAS, the parties understand and agree that the costs for the installation, and any on-going, repair, or replacement of said improvements are eligible for Measure X funds for the Scenic Route 68 Corridor Improvement Project; and

WHEREAS, the Parties understand and agree that as between TAMC and Sponsor, any cost savings developed in implementing the Project will be retained by TAMC, and may be re-programmed for other eligible projects.

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 Covenants of Sponsor

1.1. Project Description.

1.1.1. Project Sponsor. County of Monterey is the Project Sponsor and lead agency. TAMC will support Sponsor and coordinate with Caltrans on the Project's connection with the State Route 68 Safety and Traffic Flow Project.

1.1.2. Project Limits. The Pilot Project will install a partial road closure at the intersection of Torero Drive and Bravo Court adjacent to State Route 68 in the County of Monterey, and a partial road closure of Portola Drive north of Monterey Regional Fire Station 1.

1.1.3. Project Purpose. This Pilot Project will address peak hour cut-through traffic impacting Toro Park and Serra Village neighborhoods. The Pilot Project was identified and developed by staff and community members. It is designed to address the cut through traffic from drivers who use Portola Drive to avoid the recurring congestion along State Route 68 during commute hours. Portola Drive is the main roadway that serves the residential areas of Toro Park and Serra Village and provides direct access to Toro Park Elementary School. The funds will be used to reimburse Sponsor for the design, installation and maintenance of a temporary Pilot Project which was installed by Sponsor on or about July 26, 2024. The Pilot Project implemented a partial road closure of Torero Drive at the intersection of Bravo Court. Slight revisions to the plan may occur to address specific issues that arise during the term of the Pilot Project.

1.1.4. Transportation Benefit. The Pilot Project provides traffic congestion relief for residents and improves safety for children and families traveling to school.

1.1.5. Project Cost Estimate. The Pilot Project's Cost Estimate, both as a whole and by activity, is attached hereto and incorporated by this reference as Exhibit A.

1.1.6. Funding Summary. The anticipated amount and type of funds, and fiscal year of funding are specified in Exhibit A, as attached and incorporated by this reference.

1.1.7. KHA Project 09768009. The Pilot Project is more fully described in the Kimley Horn and Associates plans and specifications, KHA Project 09768009, dated 7/13/2024, prepared for TAMC and on file with TAMC and Sponsor and incorporated by this reference.

1.2. Change In Pilot Project Description. No change in the Pilot Project Description as described in Section 1.1. above and in the plans and specifications prepared by Kimley Horn and Associates, KHA Project 09768009 for TAMC may be approved or implemented until said change has been reviewed and approved by the TAMC Board of Directors pursuant to a written amendment to this Reimbursement Agreement.

1.3. Eligible Costs. Eligible costs to be reimbursed by TAMC pursuant to this Agreement are those costs directly related to the Pilot Project's implementation including Pilot Project management, environmental documentation, permitting, engineering, design, right-of-way

acquisition, and construction and construction management costs (including staff time and costs incurred by Sponsor that are directly related to the Pilot Project) as specified in Exhibit A.

1.4. Timing of TAMC Disbursements. TAMC shall issue payments in the form of reimbursements to Sponsor pursuant to a Request for Payment submitted by Sponsor, as described in Section 1.5. As Sponsor complies with the procedure set forth in Section 1.5, below, Sponsor will submit its documentation in a sufficiently timely basis to allow TAMC to review Requests for Payment and disburse funds directly to Sponsor within a period of fifteen (15) business days. TAMC shall not be responsible for any penalties or charges related to late payments to Sponsor or Sponsor contractors, if TAMC has made a disbursement to Sponsor within this period, or if TAMC has complied with Section 2.2. Delay or Suspension of Reimbursement Payments for any invoices/Requests for Payments that are disputed. Sponsor understands that in no event shall payments from TAMC, when aggregated with previously approved reimbursement requests, exceed the amount listed as “Total Reimbursable Amount” in Exhibit A.

1.5. Invoices. Starting one (1) month after the execution of this Agreement, Sponsor will submit to TAMC Requests for Payment for activities conducted over the prior unbilled time period. These documents will include the following specified information:

1.5.1. Invoices. Sponsor will provide TAMC with one (1) copy of all invoices submitted to Sponsor by every contractor, subcontractor, consultant, or subconsultant performing work related to the Pilot Project, timecards reflecting hours invoiced for reimbursement by Sponsor’s employees and staff, and invoices supporting direct expenses billed to Pilot Project by Sponsor.

1.5.2 Allocation of Funds as Between Sponsor and TAMC. Each Request for Payment shall allocate requested funds from TAMC Measure X funds for the Scenic Route 68 Corridor Improvement Project until such time as all of the funds identified in Exhibit A, Funding Summary, have been used.

1.5.3. Request for Payments. A Request for Payment for an amount not to exceed the total invoice(s) for the prior time period, shall accompany the invoices and progress reports. Requests for Payment shall consist of a cover letter stating the time period for which reimbursement is requested (no less than monthly), the name of the Pilot Project, total amount requested and contact name and telephone number, as well as all invoices and progress reports for which Sponsor requests reimbursement.

1.6. Use of Funds. Sponsor will expend Measure X funds consistent with the Cost Estimate described in Exhibit A, or approved by TAMC pursuant to Section 1.2

1.7. Submittal of Documents. Sponsor will provide copies to TAMC of all executed contracts which relate to this Pilot Project as described in Section 1.1. Project Description. or

approved by TAMC pursuant to Section 1.2. Change In Pilot Project Description. Sponsor will retain records pertaining to the Pilot Project for as long as required by law, but not less than a minimum of three (3) years following completion of the Pilot Project, or three (3) years following the final payment pursuant to the Reimbursement Agreement to Sponsor by TAMC, whichever date occurs later.

1.8. Completion of Pilot Project. Sponsor will be responsible for the timely completion of the Pilot Project, including meeting any timely use of funds deadlines, if applicable, set forth in Exhibit A and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the Pilot Project Description. Any and all costs which exceed the total Pilot Project costs eligible for Measure X TAMC reimbursement as described herein, shall be the sole responsibility of Sponsor. This provision shall apply in all instances, including situations where a change in the Scope of Work has been approved by TAMC pursuant to Section 1.2. Change In Pilot Project Description. Responsibility for the timely completion of the Pilot Project includes, but is not limited to:

1.8.1 Construction Support. Sponsor is responsible for all construction support work.

1.8.2 Disadvantaged Business Enterprise. Sponsor will include a Disadvantaged Business Enterprise (DBE) utilization goal in the Pilot Project construction contract(s) in accordance with the Caltrans Local Assistance Procedures Manual (LAPM). Sponsor will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.

1.8.3 Construction Bonds. Sponsor will require the construction contractor to furnish payment and performance bonds naming Sponsor as obligee, and TAMC as additional obligee, and to carry liability insurance in accordance with Caltrans' Standard Specifications.

1.8.4 Bid Process. Sponsor will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. The parties understand and agree that Sponsor's Job Order Contract (JOC) Program Contractors have been awarded JOC Contracts in compliance with the California Public Contract Code and the California Labor Code as applicable to the selection of said JOC Contractors.

1.8.5 Bids in Excess of Designated Funding. If the lowest responsible construction contract bid is greater than the funding commitments of TAMC and Sponsor identified in the Funding Summary included with Exhibit A, Parties shall meet and agree in writing on a course of action within fifteen (15) business days. If no agreement is reached within fifteen (15) business days, the Sponsor shall not award the construction contract, and the Parties shall agree to a Mutual Termination pursuant to Section 3.2.1.

The parties understand and agree that installation of improvements for the Pilot Program were installed and completed on or about July 26, 2024.

1.8.6 Resident Engineer. Sponsor will provide a Resident Engineer and construction support staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities. The parties understand and agree that Sponsor's JOC Contracts are administered by The Gordian Group, Inc.

1.8.7 Change Orders. Sponsor will implement changes to the construction contract only through written Change Orders. Through their designated Project Managers, the Parties must review and concur on all Change Orders over \$10,000, as well as all Change Orders that cumulatively amount to \$50,000, or more. Any Change Orders that would cause the estimated Total Project Cost to be exceeded shall require approval of the TAMC Board of Directors.

1.8.8. Notice of Completion. Sponsor will, within one hundred eighty (180) calendar days of the Pilot Project becoming operable, provide a Notice of Completion to TAMC, which includes final cost, revenues, and schedule of future and completed activities.

1.9. Closure Statement. Within one hundred eighty (180) calendar days following the completion and acceptance of the Project, Sponsor shall furnish TAMC with a document signed by Sponsor that verifies the completion of all obligations included in this Reimbursement Agreement. This document shall accompany the final invoice/Request for Payment from Sponsor.

1.10. Public Outreach. Sponsor will be responsible for the development and administration of a public outreach effort to ensure public awareness and TAMC involvement in the Project development and delivery process. Sponsor will provide a copy of the public outreach plan and all materials documenting the public outreach activities, including public notices, press releases, flyers, etc. to TAMC. The public outreach plan must accompany the first invoice/Request for Payment from Sponsor. "Before" and "after" photos of the Project must accompany the final invoice for payment from Sponsor.

1.11. Provision of Signs. Sponsor shall install signs consistent with TAMC's Project Sign Guidelines and Specifications set forth in Exhibit C E of this Agreement which is attached hereto and incorporated by this reference.

1.12. Cost Savings and Excess Costs

1.12.1. Cost Savings. As between Sponsor and TAMC, after the Pilot Project has been accepted by Sponsor as complete, any positive difference between the costs, as included in Exhibit A or approved by TAMC pursuant to Section 1.3, and the total amount

paid by TAMC and not returned to the State, shall be considered cost savings. All (100%) of the cost savings will be re-credited to TAMC for re-programming by TAMC on other eligible projects.

1.12.2. Excess Costs. In the event the actual Project cost exceeds the estimates shown in Exhibits A, this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amounts identified in Exhibit A as reimbursable Project costs.

1.13. Errors and Omissions. Sponsor shall diligently monitor and manage all aspects of the Project and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor or subcontractor and their insureds and sureties suspected of any acts, errors, or omissions committed during business activities that economically or legally damage the Pilot Project.

SECTION II Covenants of TAMC

2.1. Funding Commitments. TAMC shall provide funding to Sponsor for eligible Pilot Project costs as specified in the Funding Summary included in Exhibit A consistent with the procedures described in Section 1.5.

2.1.1. Deadline to Submit Reimbursement Requests. Requests for Payment shall be submitted to TAMC on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Copies of invoices must be complete and legible, or the Request for Payment will be returned. TAMC shall make payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.2. Late Submittals. If Sponsor fails to submit invoices, documentation or progress reports, as set forth in this Agreement, to TAMC in a timely manner, then TAMC may delay the reimbursement payments until the required documentation is provided.

2.1.3. Costs Ineligible for Reimbursement. In addition to any other remedy detailed herein, or otherwise afforded by law, TAMC reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.4. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to One Hundred Percent (100%) of eligible expenditures for each invoice submitted to TAMC as specified in Exhibit A and Section 1.5.3, except as provided in Section 2.2., below.

2.2. Delay or Suspension of Reimbursement Payments. Notwithstanding the reimbursement provisions listed above, if TAMC determines that an invoice includes ineligible

costs, lacks adequate supporting documentation, or lacks a progress report, the TAMC Project Manager or Fiscal Officer shall provide the Sponsor with a written dispute notice outlining the reason for the return and the proposed remedy, if one (1) exists, which would make the invoice acceptable. TAMC will delay payment until within fifteen (15) days of when the revised invoice or requested documentation is received. If Sponsor disputes the TAMC finding or request, Sponsor may immediately submit a new invoice representing only the amounts which are not in dispute, while setting aside the disputed amounts for review in accordance with the provisions set forth in the Dispute Resolution policies of the Measure X Master Programs Funding Agreement (Article V, Section B).

2.3. Making of Payment Does Not Result in Waiver. TAMC payments pursuant to an approved Request for Payment do not result in a waiver of the right of TAMC to require fulfillment of all terms of this Reimbursement Agreement.

2.4. Right to Conduct Audit. TAMC shall, at TAMC's expense, have the right to conduct an independent audit of Sponsors' records pertaining to this Reimbursement Agreement at any time during construction and up to a three (3) year period after completion of the Project or final payment by TAMC to Sponsor pursuant to this Reimbursement Agreement whichever date occurs first. If any irregularities are found as a result of an independent audit, Sponsor shall reimburse TAMC for the cost of the audit.

SECTION III Mutual Covenants

3.1. Term. This Reimbursement Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.15.

3.2. Discharge/Termination. This Reimbursement Agreement shall be subject to discharge as follows:

3.2.1. Termination by Mutual Consent. This Reimbursement Agreement may be terminated at any time by mutual consent of the Parties. At the time of any such mutual termination, TAMC shall be obligated to provide funding for only such Requests for Payment as may be outstanding and approved at the time of termination.

3.2.2. Discharge Upon Completion of Project. Except as to any rights or obligations which survive discharge as specified in Section 3.15, this Reimbursement Agreement shall be discharged, and the Parties shall have no further obligation to each other, upon completion of the Pilot Project and submission of the Closure Statement, as set forth in Section 1.9.

3.3. Indemnity. It is mutually understood and agreed, relative to the indemnification of TAMC and Sponsor:

3.3.1. Sponsor shall, to the full extent permitted by law, fully defend, indemnify and hold harmless TAMC, its Board and Directors, and any officer, agent, or employee of TAMC, against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under this Reimbursement Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Sponsor shall fully defend, indemnify and hold TAMC, its Board and Directors, its officers, agency and employees, harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Sponsor under this Reimbursement Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor or funded by Sponsor under this Reimbursement Agreement.

3.3.2. TAMC shall, to the full extent permitted by law, fully defend, indemnify and hold harmless Sponsor, and any officer or employee of Sponsor, against any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under the Reimbursement Agreement.

3.4. Liability. As TAMC is only providing the project plan and certain funds, and not the primary or responsible agency for carrying out the Project herein identified, TAMC is not liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of the acts or omissions of Sponsor or its agents, contractors, consultants, engineers, or representatives. Nor shall TAMC be liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of TAMC's provision of funds which may be utilized in, but not limited to the acquisition of, the design, implementation, or construction of the Pilot Project herein described.

3.5 Contract Administrators. Sponsor's designated principal responsible for administering Sponsor's work under this Reimbursement Agreement shall be Randy Ishii, Director of Public Works, Facilities and Parks. Sponsor's Project Manager under this Reimbursement Agreement shall be Chad Alinio; TAMC's designated administrator of this Reimbursement Agreement shall be Todd Muck, Executive Director. TAMC's Project Manager under this Reimbursement Agreement shall be Doug Bilse.

3.6 Notices. Any notice which may be required under this Reimbursement Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

Transportation Agency of Monterey County	SPONSOR
Todd Muck, Executive Director Attention: Doug Bilse, Project Manager 55 B Plaza Circle Salinas, California 93901	County of Monterey Department of Public Works, Facilities and Parks Randell Y. Ishii, Director Attention: Chad Alinio, Project Manager

	1441 Schilling Place South, Second Floor Salinas, California 93901
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Either Party may change its address by giving notice of such change to the other Party in the manner provided in this Section 3.6. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States Postal Service (USPS) mail.

3.7. 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 this Reimbursement Agreement.

3.8. Integration. This Reimbursement Agreement, together with the State Funding Agreement for the Local Partnership Program funds, 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.

3.9. Amendment. This Reimbursement Agreement may not be changed, modified or rescinded except in writing.

3.10. Independent Agency. Sponsor renders its services under this Reimbursement Agreement as an independent agency and TAMC is also an independent agency under this Reimbursement Agreement. None of the Sponsor's agents or employees shall be agents or employees of TAMC and none of TAMC's agents or employees shall be agents or employees of Sponsor.

3.11. Assignment. The Reimbursement Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

3.12. Binding on Successors. This Reimbursement Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of TAMC or Sponsor, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Reimbursement Agreement other than as provided above.

3.13. Severability. Should any part of this Reimbursement Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Reimbursement Agreement which shall continue in full force and effect; provided that, the remainder of this Reimbursement Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

3.14. Counterparts. This Reimbursement Agreement may be executed in one (1) or more counterparts and shall become effective when one (1) or more counterparts have been signed

by the Parties; each counterpart shall be deemed an original, but all counterparts shall constitute a single document.

3.15. Survival. The following provisions in this Reimbursement Agreement shall survive discharge:

3.15.1. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to Project), Section 1.7 (obligation to provide copies and retain records), Section 1.8 (obligation to continue to manage Project).

3.15.2. TAMC. As to TAMC, the following section shall survive discharge: Section 2.3 (right to conduct audit).

3.15.3. Both Parties. As to both Parties, the following sections shall survive discharge: Section 3.3. (Indemnity) and Section 3.4 (Liability), until the expiration of all relevant statutes of limitations.

3.16. Limitation. All obligations of TAMC under the terms of this Agreement are expressly contingent upon TAMC's continued authorization to administer the reimbursable funds identified in the Funding Summary included in Exhibit A. If for any reason, TAMC's right or ability to collect or expend such funds are terminated or suspended in whole or part so that it materially affects TAMC's ability to fund the Project, TAMC shall promptly notify Sponsor, and the Parties shall consult on a course of action.

3.17. Time. Time is and shall be of the essence of this Reimbursement Agreement and each of its provisions in which performance is a factor.

3.18. Remedies Cumulative. No remedy or election of remedies provided for in this Reimbursement Agreement shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.19. Applicable Law. This Reimbursement Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

3.20. Captions. The captions in this Reimbursement Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.21. No Continuing Waiver. The waiver by any Party of any breach of any of the provisions of this Reimbursement Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Reimbursement Agreement.

3.22. No Rights in Third-Parties. Nothing in this Reimbursement Agreement, express or implied, is intended to confer any rights or remedies on any third-party, nor is anything in this Reimbursement Agreement intended to relieve or discharge the obligation or liability of any third-party to any Party to this Reimbursement Agreement, nor shall any provision of this Reimbursement Agreement give any third-party any right of subrogation or action over or against any Party to this Reimbursement Agreement.

3.23. Signatory's Warranty. Each Party warrants to each other that he or she is fully authorized and competent to enter into this Reimbursement Agreement in the capacity indicated by his or her signature and agrees to be bound by this Reimbursement Agreement as of the day and year first mentioned above upon the execution of this Reimbursement Agreement by each other Party.

3.24. Incorporation of Recitals. The recitals to this Reimbursement Agreement are incorporated into this Reimbursement Agreement.

3.25. Electronic signatures. The parties understand and agree that this Reimbursement Agreement can be signed electronically.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: *Randell Ishii*
C09779208FE94F3
 Randell Ishii, MS, PE, TE, PTOE
 Director of Public Works, Facilities and Parks

Date: 7/10/2025 | 4:53 PM PDT

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

By: *Mary Grace Perry*
76A18B9BA72D498
 Mary Grace Perry
 Deputy County Counsel

Date: 6/30/2025 | 12:06 PM PDT

TRANSPORTATION AGENCY FOR
 MONTEREY COUNTY

By: *Todd Muck*
 Todd Muck
 Executive Director

Date: Aug 25, 2025

By: *Shane Eben Strong*
Shane Eben Strong (Aug 25, 2025 11:48:58 PDT)
 Shane Strong
 TAMC Counsel

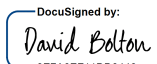
Date: Aug 25, 2025

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: 
Ma Mon
Deputy Auditor-Controller

Date: 6/30/2025 | 4:05 PM PDT

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

By: 
David Bolton
Risk Manager

Date: 6/30/2025 | 12:18 PM PDT

EXHIBIT A

FUNDING SUMMARY

Project Phase	Fund Source	Fiscal Year	Amount	Agency	Reimbursable Under this Agreement	Funding Secured?
Pilot Project: Design, construction, monitoring	Measure X State Route 68 Safety and Traffic Flow Project	2024-25	\$150,000	TAMC	Yes	Yes
Total Reimbursable Amount:			\$150,000			
County of Monterey's Share:			\$0			
Total Estimated Project Cost:			\$150,000			

EXHIBIT B

PROJECT SIGNS

The County of Monterey shall install Measure X project signs per measurements below that include the project title, Measure X logo, TAMC logo, and project sponsor logo.

The signs will be posted for the duration of the project construction.

Construction signs should be 36" by 24".

- Long-term project signs should be mounted on posts.
- Short-term project signs can be mounted on barricades.

