

RESOLUTION NO. 2022-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING THE PAVEMENT MANAGEMENT PROGRAM UPDATE 2022
FUNDING AGREEMENT WITH THE TRANSPORTATION AGENCY FOR
MONTEREY COUNTY (TAMC) FOR THE CITY'S PAVEMENT MANAGEMENT
PROGRAM, AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE
NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND; TO
AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON
BEHALF OF THE CITY COUNCIL SUBJECT TO FINAL REVIEW AND
APPROVAL BY CITY ATTORNEY

WHEREAS, at the regular meeting of July 5, 2017, the City Council adopted Resolution No. 2017-66, approving the Master Programs Funding Agreement with the Transportation Agency for Monterey County (TAMC) for local allocation and expenditure of Measure X Transportation and Safety Investment Plan funds; and

WHEREAS, at the regular meeting of November 21, 2017, the City Council adopted Resolution No. 2017-104, approving the Regional Pavement Management Program Funding Agreement with the Transportation Agency for Monterey County (TAMC) for the City's Pavement Management Program. This agreement funded the initial pavement network analysis and established the City's pavement condition index baseline; and

WHEREAS, at the regular meeting of April 6, 2021, the City Council adopted Resolution No. 2021-24, approving Amendment No. 1 to the Regional Pavement Management Program Funding Agreement with the Transportation Agency for Monterey County (TAMC) for the City's Pavement Management Program. This amendment provided the discounted license agreement for the use of the Streetsaver Pavement Management Program software; and

WHEREAS, it is a requirement of Measure X to have a Pavement Management Program in order to receive funding. After establishing a baseline pavement condition, which was completed in 2019, the City is also required to re-inspect pavement conditions of collector and arterial roads every three years. In support of this effort, TAMC is seeking to coordinate a joint procurement for Pavement Management Program Update consultant services for agencies that need these services and elect to participate in this joint procurement effort. This City is also requesting additional pavement management support services including training courses and updates to the Program to include newly established streets; and

WHEREAS, under the Pavement Management Program (PMP) Update Funding Agreement, TAMC at its expense will release a request for proposals (RFP) to provide pavement reinspection & additional services for the City of Marina. The Transportation Agency will also be responsible for procuring and overseeing the consultant services for the PMP Update. Executing the funding agreement ("Exhibit A") will confirming the City's interest in contributing to the joint procurement process. The resulting contract will allow the City to prioritize the pavement network for rehabilitation and resurfacing projects; and

WHEREAS, there is no fiscal impact at this time. Once TAMC receives cost proposals for the services, each jurisdiction will receive a breakout of their share of the costs. At that time, staff will evaluate the City's cost contribution bring back to Council its recommendation for either opting out of the agreement ("Exhibit B") or entering into a funding allocation agreement ("Exhibit C").

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approving the Pavement Management Program Update 2022 Funding Agreement with the Transportation Agency for Monterey County (TAMC) for the City's Pavement Management Program, and;
2. Authorize the City Manager to execute the Agreement on behalf of the City Council subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of February 2022, by the following vote:

AYES: COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

MEASURE X
PAVEMENT MANAGEMENT PROGRAM UPDATE 2022 FUNDING AGREEMENT
between the
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
[INSERT RECIPIENT]

This Pavement Management Program Update 2022 Funding 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 [insert recipient] (“RECIPIENT”).

RECITALS

1. On November 8, 2016, the voters of Monterey County, 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 Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax (“Measure X”).
2. The duration of the Measure X sales tax will be 30 years from the initial year of collection, which will begin April 1, 2017, with said tax to terminate/expire on March 31, 2047. The tax proceeds will be used to pay for the programs and projects outlined in TAMC’s Transportation Safety and Investment Plan (the “Measure X Investment Plan”), as it may be amended.
3. On [effective date], RECIPIENT entered into a Master Programs Funding Agreement (“Master Agreement”) setting forth the mutual obligations and rights of TAMC and RECIPIENT with respect to the allocation of Measure X funds.
4. One of RECIPIENTS obligations under the Master Agreement is to reinspect pavement conditions every three years for arterials and collectors and every six years for residential streets and local/rural roads unless otherwise approved by TAMC.
5. On [effective date], RECIPIENT entered into a Pavement Management Program Funding Agreement setting forth the mutual obligations and rights of TAMC and RECIPIENT with respect to providing services for all entities participating in a regional pavement management program system. TAMC, after consultation with RECIPIENT, selected the proprietary software known as “Street Saver” developed by the Metropolitan Transportation Commission (MTC), to be used for the regional pavement management program, and arranged with MTC to obtain services through a joint procurement with participating entities.

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
Pavement Management Program Update 2022

1. TAMC, at its expense, shall issue a Request for Proposals (RFP) for such services to be provided to all entities participating in the Pavement Management Program Update 2022, in consultation with RECIPIENT and others, in order to achieve efficiencies of scale in such services. The RFP will request that any response include a breakdown of costs, by both task and participant.
2. TAMC shall consult with RECIPIENT in the selection of a consultant in response to such RFP, and RECIPIENT shall have the discretion to accept the selected consultant or not.
3. If RECIPIENT does not accept the selected consultant, RECIPIENT shall be obligated to provide or otherwise obtain such services as referenced in Section I, Paragraph 1, above.
4. If RECIPIENT accepts the selected consultant, RECIPIENT shall reimburse TAMC for its share of consultant costs, as will be delineated in the agreement between TAMC and the selected consultant. Such reimbursement shall be made within thirty (30) days of TAMC's presentation to RECIPIENT of an invoice showing approval of and payment for the consultant's services. Prior to TAMC approval of consultant services with respect to RECIPIENT, TAMC shall confer with RECIPIENT.
5. RECIPIENT shall signify its discretion to accept or reject the consultant selected by TAMC by delivering to TAMC an executed version of either (a) a Notice of Rejection, in substantially the form attached hereto as Exhibit B, or (b) a Reimbursement Agreement, in substantially the form attached hereto as Exhibit C.
6. Exhibit D, Pavement Management Program Requirements, of the Measure X Master Program Funding Agreement between TAMC and local jurisdictions is included for reference as Exhibit D.

Section II
General Provisions

1. 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 Agreement.

2. 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.
3. Applicable Law: This Agreement shall be governed by, and constructed and enforced in accordance with, the laws of the State of California.
4. Amendment: This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto. Any attempt at oral modification of this Agreement shall be void and of no affect.
5. Notices: Notice required under this AGREEMENT shall be delivered personally by facsimile, or by first-class postage pre-paid mail to RECIPIENT and TAMC at the addresses listed below. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. RECIPIENT 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 RECIPIENT:

[insert name, title and contact info]

FOR TAMC:

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

6. 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.
7. 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.
8. 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 or 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.

9. Headings: The headings in this AGREEMENT are for convenience only and shall not be used to interpret the terms of this AGREEMENT.
10. 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.

Section III Definitions

As used herein, the following terms have the following meanings:

1. Pavement Management Program: A computerized program for the identification and assessment of the quality of pavement within the jurisdiction, including ETC ("Extent of pavement analyzed, Type of recorded pavement distress and Condition of the roadway").

[Signatures on next page]

DRAFT

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

Enter Name (RECIPIENT)

Transportation Agency for
Monterey County (TAMC)

By: _____
Name _____ Date _____
Title _____

By: _____
Todd A. Muck _____ Date _____
Executive Director

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
Name _____ Date _____
Title _____

By: _____
Katherine Hansen _____ Date _____
TAMC Counsel

									Agency Cost Share Calculation																Total by Agency
Agency	Arterial & Collector				Residential & Local		Total		Number Participating		% of Total CL miles		% of Residentail & Local CL miles		% of Arterial & Collector CL miles		Number Participating		% of Total CL miles		Tiered Cost		Number Participating		
									1		2		3.1		3.2		4		5		6		7		
	Arterial	Collector	Total Arterial & Collector	% of Arterial Collector	Residential & Local	% of Residential & Local	Total	% of Total	Proj Mgmt		Database Review & Update		Pvmt Condition: Residential & Local		Pvmt Condition: Arterial & Local		Update M&R & Decision Tree		Budget Analysis & Funding Scenarios		Final Report & Presentation		Training & Technical Support		
1 Carmel	4.5	3.7	8.2	1.699834%	16.8	1.963764%	25.0	1.86860%	1	\$ 570	1	\$ 1,569	1	\$ 3,024	1	\$ 1,476	1	\$ 2,600	1	\$ 2,143	1	\$ 3,000			\$ 14,382
2 Del Rey Oaks	2.3	3.6	5.9	1.223051%	3.7	0.432496%	9.6	0.71754%	1	\$ 570					1	\$ 1,062					1	\$ 1,000			\$ 2,632
3 Greenfield	1.7	3.2	4.9	1.015755%	30.8	3.600234%	35.7	2.66836%	1	\$ 570					1	\$ 882					1	\$ 3,000			\$ 4,452
4 King City	9.8	3.9	13.7	2.839967%	17.0	1.987142%	30.7	2.29464%	1	\$ 570			1	\$ 3,060	1	\$ 2,466					1	\$ 3,000			\$ 9,096
5 Marina	21.5	17.3	38.8	8.043118%	36.5	4.266511%	75.3	5.62822%	1	\$ 570	1	\$ 4,725			1	\$ 6,984	1	\$ 2,600			1	\$ 4,000	1	\$ 2,600	\$ 21,479
6 Pacific Grove	8.6	13.2	21.8	4.519071%	44.9	5.248393%	66.7	4.98543%	1	\$ 570			1	\$ 8,081	1	\$ 3,924					1	\$ 4,000			\$ 16,575
7 Monterey Co	16.5	372.6	389.1	80.659204%	705.8	82.501461%	1,094.9	81.83721%	1	\$ 570	1	\$ 68,706	1	\$ 127,035	1	\$ 70,038	1	\$ 2,600	1	\$ 7,857	1	\$ 10,000	1	\$ 2,600	\$ 289,406
Total	64.9	417.5	482.4	100.000000%	855.5	100.000001%	1,337.9	100.00000%	7	\$ 3,990	3	\$ 75,000	4	\$ 141,200	7	\$ 86,832	3	\$ 7,800	2	\$ 10,000	7	\$ 28,000	2	\$ 5,200	\$ 358,022
Total cost calc check									3,990.00		75,000.00		141,200.00		86,832.00		7,800.00		10,000.00		28,000.00		5,200.00		358,022.00
CL Miles											1,195.2		784.5						21.0						
											Total Participating		Residential Participating						Total Participating						

1

Estimated costs are based on costs for the initial Pavement Management Program of 2018 by NCE

2

Agency centerline miles are from the Pavement Management Program Update Final Report for each agency prepared by NCE in 2019

say

\$

370,000

2018 cost

\$

288,518

difference

\$

81,482

EXHIBIT B

SAMPLE NOTICE OF REJECTION

Transportation Agency for Monterey County
Attn: Laurie Williamson
55 B Plaza Circle
Salinas, CA 93901

SUBJECT: **Rejection of Consultant for Pavement Management Program Update 2022 Services**

Dear Ms. Williamson

This will inform you that [RECIPIENT] has chosen not to use the consultant services selected by TAMC pursuant to that Request for Proposals dated [insert date] for Pavement Management Program Update 2022 Services.

In accordance with Section I, Paragraph 3, of the Pavement Management Program Update 2022 Funding Agreement dated [insert date], [RECIPIENT] acknowledges its continuing obligation to meet the Measure X Pavement Management Program requirements, and had arranged to obtain the required services as follows:

[insert description]

Please contact [name] at [phone number] or via email at [email] with any questions.

EXHIBIT C

SAMPLE REIMBURSEMENT AGREEMENT

WHEREAS, [insert name of City or Monterey County] [choose ("CITY" or "COUNTY")] and the Transportation Agency for Monterey County ("TAMC") entered into a Pavement Management Program Update 2022 Funding Agreement ("PMP Update 2022 Funding Agreement") dated _____; and

WHEREAS, the PMP Update 2022 Funding Agreement provided that TAMC would issue a Request for Proposals for pavement management program update services ("PMP Update 2022 RFP"); and

WHEREAS, the PMP Update 2022 Funding Agreement also provided that [CITY OR COUNTY] would have the discretion to accept or reject the consultant selected by TAMC pursuant to that PMP Update 2022 RFP; and

WHEREAS, the [CITY or COUNTY] has considered the response to the PMP Update 2022 RFP proffered by the consultant selected by TAMC, with respect to [CITY's or COUNTY's] own needs.

NOW, THEREFORE,

1. [CITY or COUNTY] does hereby accept [consultant name] as the provider of services set forth in the PMP Update 2022 RFP on behalf of [CITY or COUNTY].
2. Pursuant to Section I, Paragraph 4, of the PMP Update 2022 Funding Agreement, [CITY or COUNTY] hereby agrees to reimburse TAMC for its share of consultant costs, as delineated in the agreement between TAMC and [consultant name], in an amount not to exceed the amount of _____ Dollars (\$ XX.XX).
3. Such reimbursement shall be made within thirty (30) days of TAMC's presentation to [CITY or COUNTY] of an invoice showing approval of and payment for the consultant's services. Prior to TAMC approval of consultant services with respect to [CITY or COUNTY], TAMC shall confer with [CITY or COUNTY].
4. Both [CITY or COUNTY] and TAMC acknowledge that this Reimbursement Agreement is implementing a portion of the full PMP Update 2022 Funding Agreement, and the PMP Update 2022 Funding Agreement is hereby acknowledged and incorporate herein.

[Signatures on next page]

DRAFT

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

Enter Name
(CITY or COUNTY)

Transportation Agency for
Monterey County (TAMC)

By: _____
Name _____ Date _____
Title _____

By: _____
Todd A. Muck _____ Date _____
Executive Director

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
Name _____ Date _____
Title _____

By: _____
Katherine Hansen _____ Date _____
TAMC Counsel

EXHIBIT D

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.

February 8, 2022

Item No. **8g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
February 15, 2022

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2022-,
APPROVING THE PAVEMENT MANAGEMENT PROGRAM UPDATE
2022 FUNDING AGREEMENT WITH THE TRANSPORTATION
AGENCY FOR MONTEREY COUNTY (TAMC) FOR THE CITY'S
PAVEMENT MANAGEMENT PROGRAM, AND; TO AUTHORIZE THE
CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF
THE CITY COUNCIL SUBJECT TO FINAL REVIEW AND APPROVAL
BY THE CITY ATTORNEY**

REQUEST:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2022-, approving the Pavement Management Program Update 2022 Funding Agreement with the Transportation Agency for Monterey County (TAMC) for the City's Pavement Management Program, and; (**"EXHIBIT A"**)
2. Authorize the City Manager to execute the Agreement on behalf of the City Council subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of July 5, 2017, the City Council adopted Resolution No. 2017-66, approving the Master Programs Funding Agreement with the Transportation Agency for Monterey County (TAMC) for local allocation and expenditure of Measure X Transportation and Safety Investment Plan funds.

At the regular meeting of November 21, 2017, the City Council adopted Resolution No. 2017-104, approving the Regional Pavement Management Program Funding Agreement with the Transportation Agency for Monterey County (TAMC) for the City's Pavement Management Program. This agreement funded the initial pavement network analysis and established the City's pavement condition index baseline.

At the regular meeting of April 6, 2021, the City Council adopted Resolution No. 2021-24, approving Amendment No. 1 to the Regional Pavement Management Program Funding Agreement with the Transportation Agency for Monterey County (TAMC) for the City's Pavement Management Program. This amendment provided the discounted license agreement for the use of the Streetsaver Pavement Management Program software.

ANALYSIS:

It is a requirement of Measure X to have a Pavement Management Program in order to receive funding. After establishing a baseline pavement condition, which was completed in 2019, the City is also required to re-inspect pavement conditions of collector and arterial roads every three years. In support of this effort, TAMC is seeking to coordinate a joint procurement for Pavement Management Program Update consultant services for agencies that need these services and elect to participate in this joint procurement effort. Marina is also requesting additional pavement

management support services including training courses and updates to the Program to include newly established streets.

Under the Pavement Management Program (PMP) Update Funding Agreement, TAMC at its expense will release a request for proposals (RFP) to provide pavement reinspection & additional services for the City of Marina. The Transportation Agency will also be responsible for procuring and overseeing the consultant services for the PMP Update. Executing the funding agreement (“**EXHIBIT A**”) will confirm the City’s interest in contributing to the joint procurement process. The resulting contract will allow the City to prioritize the pavement network for rehabilitation and resurfacing projects.

FISCAL IMPACT:

There is no fiscal impact at this time. Once TAMC receives cost proposals for the services, each jurisdiction will receive a breakout of their share of the costs. At that time, staff will evaluate the City’s cost contribution bring back to Council its recommendation for either opting out of the agreement (“**EXHIBIT B**”) or entering into a funding allocation agreement (“**EXHIBIT C**”).

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
City of Marina

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina