

RESOLUTION NO. 2017-104

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

WHEREAS, Measure X was approved by voters on November 8, 2016 with 67.71% of the votes. The measure put in place a 3/8th % sales tax that will generate revenue for a period of 30 years. A portion of the Measure X revenue will be allocated to the City of Marina for use on roadway and transportation projects identified in the Measure X Investment Plan. The sales tax collection began on April 1, 2017 and revenue will be available to the City starting September 2017, and;

WHEREAS, as required by the implementing ordinance for Measure X, the City was required to enter into a funding agreement to be eligible for receipt of funding. The agreement required accounting and reporting on expenditures to reassure the public that tax revenues are spent in accordance with the ballot language. The TAMC Board of Directors approved the draft Master Programs Funding Agreement at their May 24th, 2017 meeting, and;

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

WHEREAS, one of the City's obligations under the Master Funding Agreement for Measure X is the development of a Pavement Management Program, utilizing management tools such as the Metropolitan Transportation Commission's Streetsaver Pavement Management program, and;

In 2012, the City's Pavement Management Program migrated to the Streetsaver Management system, and staff has presented the City's Pavement Condition Index (PCI) to the City Council utilizing this tool ever since. As the program is a vital tool in establishing the City's streets selected for maintenance treatments, the reports generated by the program are also helpful in the planning of future maintenance project to improve the overall PCI for the City. In order to keep this PCI updated for the City's roadway system as a whole, regular maintenance of the program data as well as updated site inspections of individual streets are required for accurate reporting, planning and budgeting for future construction, and;

WHEREAS, the Master Funding Agreement entered with TAMC allows for the participation in a Regional Pavement Management Program that will reduce the cost of the program software subscription and software support by \$1,050 annually due to bundling the costs with other Monterey County municipalities utilizing Streetsaver. Staff time in administering Requests for Proposals to update the database with roadway field inspections will be eliminated as the Regional Pavement Management Program will also provide maintenance and rehabilitation updates for the City. This Regional Pavement Management Program Funding Agreement will help the City continue to meet the reporting requirements of the Measure X Funding Agreement as well as present to the City the most up to date information on the entire roadway network, and;

WHEREAS, should the City Council approve this request, adequate funding is available from the Measure X sales tax funds provided to the City for its Pavement Management Program costs.

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

1. Approve the Regional Pavement Management Program Funding Agreement with the Transportation Agency for Monterey County (TAMC) for the City's Pavement Management Program, and;
2. Authorize the Finance Director to make the necessary accounting and budgetary entries, and;
3. 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 21st day of November 2017, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Morton, O'Connell, Brown, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

David W. Brown, Mayor Pro-Tem

ATTEST:

Anita Sharp, Deputy City Clerk

**EXHIBIT A
TO STAFF REPORT**

**Measure X
Pavement Management Programs Funding Agreement
between the
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
CITY OF MARINA**

This Pavement Management Programs Funding Agreement (“Agreement”) is effective the ____ of _____, 2017, and is entered into by and between the Transportation Agency for Monterey County (“TAMC”) and City of Marina (“CITY”).

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 August 31, 2017, CITY entered into a Master Programs Funding Agreement (“Master Agreement”) setting forth the mutual obligations and rights of TAMC and CITY with respect to the allocation of Measure X funds.
4. One of CITY’s obligations under the Master is to develop a Pavement Management Program, or participate in the development of a regional Pavement Management Program, developed by TAMC.
5. CITY has chosen to participate in a regional Pavement Management Program and this Agreement confirms CITY’s participation in the costs of the development 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 PAVEMENT MANAGEMENT CONVERSION AND SET UP

1. TAMC, after consultation with CITY, has selected the proprietary software known as “Street Saver,” developed by the Metropolitan Transportation Commission (MTC), to be used as a regional pavement management program, and has arranged with MTC to obtain services as a group (the “TAMC Group”)
2. CITY has received a copy of an “Order Acknowledgment” prepared by the MTC for the use of “Street Saver” by CITY and others in the TAMC Group. A copy of this “Order Acknowledgement” is attached hereto as Exhibit A.
3. CITY agrees to pay its fair share of the costs identified in Exhibit A, which amount is anticipated not to exceed Three Thousand Three Hundred and One dollars (\$3,301.00), and is based upon a combination of centerline miles within CITY, a proportionate share of annual fees, and a fair share of one-time set up fees. The specific allocation of CITY’s costs is described in Exhibit B, and incorporated herein as though fully set forth.
4. CITY acknowledges that additional costs may be incurred in the conversion and set up of Street Savers on its behalf, and agrees to pay such additional costs as may be necessary, as reasonably determined by CITY, MTC and TAMC.
5. CITY also acknowledges that it may seek additional services from MTC and agrees that it will pay such additional costs.

SECTION II ADDITIONAL CONSULTANT SERVICES

1. CITY acknowledges the possible need for additional consultant services for pavement condition surveys, budget analyses, trainings and reports.
2. TAMC, at its expense, shall issue a Request for Proposals (RFP) for such services to be provided to all entities participating in the Street Saver pavement management program, in consultation with CITY and others, in order to achieve efficiencies of scale in such services. The RFP will request that any response include a breakdown of costs, both by task and by CITY.
3. TAMC shall consult with CITY in the selection of a consultant in response to such RFP, and CITY shall have the discretion to accept the selected consultant or not.
4. If CITY does not accept the selected consultant, CITY shall be obligated to provide or otherwise obtain such services as referenced in Section II., Paragraph 1, above, independently, and at CITY’s own expense.
5. If CITY accepts the selected consultant, CITY 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 CITY of an invoice showing approval of and payment for the consultant's services. Prior to TAMC approval of consultant services with respect to CITY, TAMC shall confer with CITY.

6. CITY 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 C, or (b) a REIMBURSEMENT AGREEMENT, in substantially the form attached hereto as Exhibit D.

III 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 personally by facsimile, or by first-class postage pre-paid mail to CITY 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. 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:

**Brian McMinn
Public Works Director
211 Hillcrest Avenue, Marina CA
Fax: (831) 384-0425**

FOR TAMC:

- 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 Marina (CITY)

Transportation Agency for
Monterey County (TAMC)

By: _____
Layne P. Long Date
City Manager

By: _____
Debra L. Hale Date
Executive Director

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
Robert Wellington
City Attorney

By: _____
Robert M. Shaw
TAMC Counsel

EXHIBIT A

[STREETSAVER ORDER ACKNOWLEDGEMENT]



Metropolitan Transportation
Commission
375 Beale Street
San Francisco, CA 94105-2066
ATTN: Mr. Sui Tan, stan@mtc.ca.gov

8-8-2017

Order Acknowledgment

Fax: 415-536-9800
Phone: 510-400-8428

Purchase Order # _____

Bill To:	Ship To:
Hank Myers, PE	
Senior Transportation Planning Engineer	Transportation Agency For Monterey County
Transportation Agency For Monterey County (TAMC)	
55-B Plaza Circle	
Salinas, CA 93901	
E-mail: hank@tamcmonterey.org	E-mail:
Phone No.: 831-775-4412	Phone No.

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Technical Support Service – Pavement Management Conversion & Setup (Transportation Agency For Monterey County, TAMC)		\$100,765.00

The terms and conditions of this Order Acknowledgement are incorporated into and form a part of the StreetSaver Technical Support Services Agreement. MTC will provide services to Subscriber as listed below.

Item 1: Technical Service Plan – Data Conversion - \$33,030 (one time)

- 1) Convert approximately 123 centerline miles of paved roads for five cities (listed in table below) from TAMC furnished GIS Centerline shapefiles, and 1,080 centerline miles of Excel file from Monterey County. Setup a new SQL Server database for each jurisdictions listed below:

Agency	Centerline Miles	Conversion Cost
Del Rey Oaks	9.98	\$500
Greenfield	23.39	\$1,000
King City	28.09	\$1,200
Pacific Grove	55.9	\$2,130
Sand City	5.37	\$900
Monterey County	1080	\$27,700
Total	1,203	\$33,030

- a) Pavement section data (This conversion will convert street segment basic information such street name, begin/end locations, length, width, functional class, surface type)
- b) Develop routine to capture Begin/End locations based on the raw shapefiles. MTC can't guarantee the correct orientation of the Begin and End locations, and will populate them as is.
- c) For section attributes that are not readily available in the GIS Centerline base map, MTC will substitute with generic data upon consultation with Subscriber/Consultant.

- 2) Provide a test server of the converted database for user's verification and acceptance

However, this quote does not include:

- 1) Set up decision trees
- 2) Set up treatment unit costs

3) Unless specified by user, all other irrelevant data in the database for StreetSaver will not be converted.

Upon notification that the test server is ready, Subscriber will have two (2) weeks to review and accept their new database. Upon acceptance, the database will become active and Subscriber will be provided with login credentials. After that, any modification to the database will require a subsequent technical service plan.

Item 2: StreetSaver Annual Subscription - \$12,600 (Bundled)

The annual subscription fee for each jurisdiction is based on network size. A special one-time bundled pricing is quoted below. Annual licensing fee for each jurisdiction thereafter is also listed below:

Agency	Miles	Annual Licensing Fees	New Subscriber	Subscription Expires
Carmel by the Sea	26.91	\$1,500	Existing	10/31/2017
Del Rey Oaks	9.98	\$750	Yes	
Greenfield	23.39	\$1,500	Yes	
King City	28.09	\$1,500	Yes	
Marina	78	\$1,500	Existing	1/31/2018
Pacific Grove	55.9	\$1,500	Yes	
Sand City	5.37	\$750	Yes	
Seaside	68.31	\$1,500	Existing	4/30/2018
Monterey County	1080	\$3,500	Yes	
Total Bundled Pricing		\$14,000 \$12,600		

Item 3: StreetSaver Software Support Plan - \$7,200/year (Bundled)

Provide unlimited hours of technical support regarding the use of licensed software, its functionality, operations, utilities, and supporting documentation via e-mail, telephone, and virtual on-site support system.

Item 4: StreetSaver Training Services Plan - \$7,200/year (Bundled)

This plan provides ten (10) student accounts to access online courses in StreetSaver Academy and attendance to MTC hosted and recorded webinars free of charge.

Item 5: GIS Mapping Integration and Linkage - \$34,545 (Bundled)

Provide GIS mapping integration to StreetSaver using TAMC provided GIS shapefiles, excluding city of Marina, which has already integrated and linked. Subscriber (listed in table below) will fill out a StreetSaver GIS Toolbox Custom Shapefile Worksheet. The scope of work includes:

- 1) Integrate agency's Centerline shapefile (base map) to StreetSaver.
- 2) Provide integration of up to four (4) additional layers of shapefiles besides the base map at time of order. The number of additional layers of shapefiles must be identified at the time of the order. Any additional layers requested after such time will be subject to an additional charge. See Notes below.
- 3) Link approximately 1,298 miles of pavement sections to GIS base map of each jurisdiction. If there are irregularities in GIS base map, full linkage will not be guaranteed.
- 4) Upon notification of the map is ready, Subscriber has two (2) weeks to review and accept. After that, any modification to the GIS mapping will require a technical service plan.

Notes:

1. Exact matching (i.e. fully linked) of the StreetSaver data to the agency's shapefile cannot be guaranteed.

2. This is a one-time GIS mapping integration charge and does not cover subsequent additional or update of GIS layers. Additional layers can be integrated at \$250/layer.
3. GIS linkage is based on assuming 30% of the street and road network has maintenance and rehabilitation (M&R) history. If M&R history is more than 30% of the network or 390 miles, an amendment will be required.
4. Agency's Centerline shapefile needs to include a Unique ID field with a data type of Integer. If it does not, one will be created for you. These ID values must be maintained by the Agency for subsequent updates of new streets unless the Centerline shapefile has StreetID and SectionID information included. MTC will provide link to download shapefile from StreetSaver for update if needed.

Agency	GIS Integration	GIS Linkage & Re-segmentation (based on 30% of network with M&R history)
Carmel by the Sea	Yes	Yes
Del Rey Oaks	Yes	Yes
Greenfield	Yes	Yes
King City	Yes	Yes
Marina	No	No
Pacific Grove	Yes	Yes
Sand City	Yes	Yes
Seaside	Yes (TIGER to Agency)	Yes
Monterey County	Yes	Yes
Total	\$20,000	
Bundled Pricing	\$18,000	\$16,545

Item 6: Maintenance and Rehabilitation History - \$6,190 (one time)

Verify, categorize treatments, and update 30% of street and road network or about 390 miles, whichever is fewer, as provided by each agency:

- M&R work history will be provided in the pre-formatted Excel file provided.
- Setup treatment table with treatment names
- Designate treatments to approximately 1,298 miles of street and road network
- Split or combine pavement sections based on treatment history
- Assist in classification of surface types for appropriate pavement performance curves

SUBTOTAL	\$100,765.00
(Applicable for California Agencies only – use your County's Sale Tax) SALES TAX (8.00%)	0.00
SHIPPING & HANDLING	0.00
TOTAL	\$100,765.00

Please email the completed Order Form along with a check made payable to **Metropolitan Transportation Commission**, or include a Purchase Order Number (applicable for public agencies) with your order. For credit card payments, an invoice will be sent with a link to PayPal for payment. You may also fax the completed form to MTC at 415-536-9800. If you have any questions, please call 510-400-8428.

APPROVAL: _____ **Date:** _____
(Authorized Signature)



StreetSaver® Technical Support Services Agreement

This Agreement is between the Metropolitan Transportation Commission (“MTC”) and the agency or entity contracting to receive StreetSaver® technical support services (the “Services”), as specified in the signature block below (“the Subscriber”).

A. ELIGIBILITY

To be eligible to enter into this Agreement, Subscriber must have a valid license to the StreetSaver® Software, as set forth on MTC’s website (www.streetsaveronline.com).

B. TECHNICAL SUPPORT SERVICES

In consideration of Subscriber’s payment of the fees described in Article D below and its compliance with the other terms and conditions of this Agreement, MTC agrees to provide to Subscriber the Services described below. Such Services shall be provided by a third party under contract with MTC (“MTC Contractor”). Subscriber shall check and initial the Services below:

(1) ☒ Initialed: Subscriber:_____

(a) **Standard Support.**

- i. **Software Support.** During normal business hours (8:00 am. to 5:00 p.m. Pacific Time, holidays excepted) MTC Contractor shall provide Subscriber by telephone, fax number and e-mail with technical assistance regarding the Licensed Software, its functionality, database, operations, utilities and supporting documentation, subject to the limitation on liability set forth in Article G. Standard support does not include assistance with Microsoft® SQL Server database, Subscriber’s GIS base map integration and third party GIS applications, database conversion, and services set forth in Article B(2).
- ii. **Software Updates.** MTC makes available to all StreetSaver® Software licensees each minor and major functional release of the StreetSaver® Software intended to replace a prior Software release that MTC makes generally available without additional charge. Maintenance releases are provided as needed in response to licensee inquiries.
- iii. **Bug Fixes.** MTC shall exercise commercially reasonable efforts to correct any reproducible malfunction of the Software reported to MTC Contractor by a StreetSaver® Software licensee that prevents the Software from performing in accordance with the operating specifications described in the then current documentation.

(2) ☒ Initialed: Subscriber:_____

(a) **Custom Support.**

MTC shall provide Subscribers with Services tailored to Subscriber’s needs. Scope of work may include database conversion and audit, asset management implementation, data collection, performing investment analysis, on-site software training and presentation, developing performance curves, custom programming, and other Services as specified by Subscriber.

B. CONDITIONS OF SERVICE

MTC reserves the right to change the Services at any time, effective as of the commencement of any renewal period.

C. TERM AND TERMINATION

(1) Term.

- i. Standard Support. The Standard Support shall be provided for a term of one (1) year on the date payment for the Services and a signed hard copy of this Agreement is received by MTC and shall be extended automatically for one (1) year period, provided timely payment is received by MTC, unless terminated by either party as provided herein.
- ii. Custom Support. The Custom Support will expire upon completion of the scope of work.

(2) Termination.

- i. Standard Support. Subscriber may terminate the Services at any time by giving MTC thirty (30) days prior notice, provided however, that if Subscriber terminates the Services in the middle of an annual Term, Subscriber is not entitled to a refund for the period in which the Services are not used. Either party may terminate the Services if the other party breaches any material term or condition of the Services terms and conditions and the breach is not remedied within thirty (30) days after receiving written notice of the breach.
- ii. Custom Support. Subscriber may terminate the Services for convenience or default. Upon receipt of notice of termination, MTC shall stop work immediately. MTC will be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables.

D. FEES AND PAYMENT

(1) Fees.

- i. Standard Support. The standard fee for the first year of the Services for any licensed StreetSaver® Software is specified on the Web site (<http://www.streetsaveronline.com/>). For additional Software licensed after Subscriber's initial order for which Services are purchased, the term of the Services for such additional Software will be modified and the fee pro-rated to coincide with the original period of Service, so that the terms shall coincide.
- ii. Custom Support. The fees will be based on the scope of work agreed to by Subscriber as described in Attachment A, Order Acknowledgment, attached hereto and incorporated herein by this reference.

(2) Payment.

- i. Standard Support. MTC shall submit the first invoice upon receipt of a signed copy of this Services Agreement from Subscriber. MTC shall invoice Subscriber at least thirty (30) days in advance of the expiration of the Term to allow Subscriber to renew the Agreement. Fees are payable in advance and due within net 30 days from receipt of MTC's correct invoice or for ongoing Services, prior to expiration of the Term.
- ii. Custom Support. MTC shall submit invoices for services rendered on a monthly basis, and final invoice upon completion of work.

E. EXCLUSIONS

MTC shall have no obligation to support:

- (1) Software modified without MTC's written consent;
- (2) Use of the Software other than in accordance with the documentation;
- (3) Software installed on any computer hardware or in combination with other software, except as specified in the documentation.

F. SERVICES NOT INCLUDED

Unless included in Custom Support specified in Attachment A, the Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not covered by a valid StreetSaver license agreement; (4) on-site training; or (5) out-of-pocket and reasonable expenses, including hardware and related supplies.

G. LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY LAW, MTC MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION REGARDING ACCURACY OR AVAILABILITY. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL MTC BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No MTC agent or employee is authorized to make any modification or addition to this limitation of liability.

H. GENERAL

This Agreement constitutes the entire agreement of the Parties with respect to matters set forth in this Agreement and supersedes any prior or contemporaneous understanding or agreement, oral or written, with respect to such matters. The headings in this Agreement are included principally for convenience and shall not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of you or MTC. If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement; and in any event, the remaining provisions of this Agreement will remain in full force and effect.

This Agreement is governed by the laws of the State of California, without reference to any choice-of-law principles. Any action, proceeding, or complaint filed or instituted by any you or MTC to enforce any provision of this Agreement must be brought exclusively in the state courts in the County of Alameda, California or in the United States District Court for Northern District of California; and you and MTC each consent to personal jurisdiction in California.

Should you have any questions concerning this Agreement, you may contact MTC by writing to:

Metropolitan Transportation Commission
375 Beale Street, Suite 800
San Francisco, CA 94105
Attn: StreetSaver® Program Manager
E-mail: pavement@mtc.ca.gov

The undersigned Subscriber agrees to the terms and conditions of this Agreement. A signed hard copy of the Agreement, mailed to MTC at the address set forth above, shall constitute a binding contract between MTC and the Subscriber.

Print Firm or Agency Name: Transportation Agency for Monterey County (TAMC)
Print Name and Title of Authorizing Official:
Date:

EXHIBIT B

ANTICIPATED FAIR SHARE COSTS OF CITY OF MARINA

TASK/USE	COST
1-yr StreetSaver Software Subscription (bundled rate):	\$1,350
1-yr Training Services Plan (bundled rate):	\$800
1-yr Software Support Plan (bundled rate):	\$800
Database Conversion:	\$0
GIS Integration:	\$0
GIS Linkage & Resegmentation (based on 30% network update):	\$0
Maintenance and Rehabilitation Update (assuming 30% network):	\$351
Total Cost:	\$3,301

EXHIBIT C

REIMBURSEMENT AGREEMENT

WHEREAS, City of Marina (“CITY”) and the Transportation Agency for Monterey County (“TAMC”) entered into a Pavement Management Programs Funding Agreement (“PMP Funding Agreement”) dated DATE; and

WHEREAS, the PMP Funding Agreement provided that TAMC would issue a Request for Proposals for additional consultant services for payment condition surveys, budget analyses, trainings and reports (the “PMP RFP”); and

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

WHEREAS, the CITY has considered the response to the PMP RFP proffered by the consultant selected by TAMC, with respect to CITY’s own needs;

NOW, THEREFORE,

1. CITY does hereby accept NAME as the provider of services set forth in the PMP RFP on behalf of CITY.
2. Pursuant to Section II., Paragraph 5, of the PMP Funding Agreement, CITY 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 Three Thousand Three Hundred and One Dollars (\$3,301).
3. Such reimbursement shall be made within thirty (30) days of TAMC’s presentation to CITY of an invoice showing approval of and payment for the consultant’s services. Prior to TAMC approval of consultant services with respect to CITY, TAMC shall confer with CITY.
4. Both CITY and TAMC acknowledge that this Reimbursement Agreement is implementing a portion of the full PMP Funding Agreement, and the PMP Funding Agreement is hereby acknowledged and incorporated herein.

[signatures on next page]

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

City of Marina (CITY)

Transportation Agency for
Monterey County (TAMC)

By: _____
Layne P. Long Date
City Manager

By: _____
Debra L. Hale Date
Executive Director

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
Robert Wellington
City Attorney

By: _____
Robert M. Shaw
TAMC Counsel

November 15, 2017

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
November 21, 2017

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2017-,
APPROVING THE REGIONAL PAVEMENT MANAGEMENT
PROGRAM FUNDING AGREEMENT WITH THE TRANSPORTATION
AGENCY FOR MONTEREY COUNTY (TAMC) FOR THE CITY'S
PAVEMENT MANAGEMENT PROGRAM, AND; AUTHORIZING THE
FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING
AND BUDGETARY ENTRIES, AND; AUTHORIZING THE CITY
MANAGER TO EXECUTE THE MEMORANDUM OF 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. 2017-, approving the Regional Pavement Management Program Funding Agreement with the Transportation Agency for Monterey County (TAMC) for the City's Pavement Management Program, and;
2. Authorize the Finance Director to make the necessary accounting and budgetary entries, and;
3. 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:

Measure X was approved by voters on November 8, 2016 with 67.71% of the votes. The measure put in place a 3/8th % sales tax that will generate revenue for a period of 30 years. A portion of the Measure X revenue will be allocated to the City of Marina for use on roadway and transportation projects identified in the Measure X Investment Plan. The sales tax collection began on April 1, 2017 and revenue will be available to the City starting September 2017.

As required by the implementing ordinance for Measure X, the City was required to enter into a funding agreement to be eligible for receipt of funding. The agreement required accounting and reporting on expenditures to reassure the public that tax revenues are spent in accordance with the ballot language. The TAMC Board of Directors approved the draft Master Programs Funding Agreement at their May 24th, 2017 meeting.

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

ANALYSIS:

One of the City's obligations under the Master Funding Agreement for Measure X is the development of a Pavement Management Program, utilizing management tools such as the Metropolitan Transportation Commission's Streetsaver Pavement Management program.

In 2012, the City's Pavement Management Program migrated to the Streetsaver Management system, and staff has presented the City's Pavement Condition Index (PCI) to the City Council utilizing this tool ever since. As the program is a vital tool in establishing the City's streets selected for maintenance treatments, the reports generated by the program are also helpful in the planning of future maintenance project to improve the overall PCI for the City. In order to keep this PCI updated for the City's roadway system as a whole, regular maintenance of the program data as well as updated site inspections of individual streets are required for accurate reporting, planning and budgeting for future construction.

The Master Funding Agreement entered with TAMC allows for the participation in a Regional Pavement Management Program that will reduce the cost of the program software subscription and software support by \$1,050 annually due to bundling the costs with other Monterey County municipalities utilizing Streetsaver. Staff time in administering Requests for Proposals to update the database with roadway field inspections will be eliminated as the Regional Pavement Management Program will also provide maintenance and rehabilitation updates for the City. This Regional Pavement Management Program Funding Agreement will help the City continue to meet the reporting requirements of the Measure X Funding Agreement as well as present to the City the most up to date information on the entire roadway network.

FISCAL IMPACT:

Should the City Council approve this request, adequate funding is available from the Measure X sales tax funds provided to the City for its Pavement Management Program costs.

CONCLUSION:

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

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Senior Engineer, Engineering Division
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
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