

**AMENDMENT No. 1 to MEASURE X
PAVEMENT MANAGEMENT PROGRAMS FUNDING AGREEMENT
between the
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
and the
CITY OF CARMEL-BY-THE-SEA**

WHEREAS, the City of Carmel-by-the-Sea (“CITY”) and the Transportation Agency for Monterey County (“TAMC”) entered into a Pavement Management Programs Funding Agreement (“PMP Funding Agreement”) dated January 18, 2018; and

WHEREAS, the PMP Funding Agreement provided that TAMC, after consultation with CITY, 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 arranged with MTC to obtain services for a number of jurisdictions as a group, including CITY; and

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

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

WHEREAS, the PMP Funding Agreement also contained, in Section I., Paragraph 3., a specific reimbursement agreement for the CITY that identified the amount for the initial year of the StreetSaver program and placed a “not-to-exceed” amount of \$3,787.00; and

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

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

WHEREAS, the CITY acknowledges receipt and review of StreetSaver Invoice # 4926-AR11761 for StreetSaver services, as well as TAMC’s proposed allocation of 13.1% of such costs to CITY.

NOW, THEREFORE,

1. The Effective Date of this Agreement is November 1, 2020.
2. Notwithstanding Section I., Paragraph 3, and pursuant to Section I., Paragraph 5, of the PMP Funding Agreement, CITY hereby agrees to reimburse TAMC for its share of

consultant costs, pursuant to attached Invoice # 4926-AR11761, in an amount not to exceed TWO THOUSAND NINE HUNDRED FIFTY DOLLARS (\$2,950.00).

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, or within thirty (30) days of the effective date of this Amendment No. 1, whichever occurs last.
4. CITY also agrees to pay it proportionate share of up to three additional StreetSaver invoices without the need for further amendment if all the following conditions are met:
 - a. Within five (5) business days of TAMC's presentation of a StreetSaver invoice for a given year, CITY has not notified TAMC of its intent to end participation in the StreetSaver program;
 - b. The invoices represent only annual payments of previously approved services;
 - c. No proportionate share to be paid by CITY exceeds 13.1% of the invoice amount; and
 - d. No amount to be paid per invoice by CITY exceeds the amount of THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250.00).
5. All other provisions of the PMP Funding Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Amendment No. 1 to the PMP Funding Agreement by their duly authorized officers as of the date first written below.

City of Carmel-by-the-Sea

Transportation Agency for
Monterey County (TAMC)

By: _____
Chip Rerig Date
City Administrator

By: _____
Debra L. Hale Date
Executive Director

Approved as to Form:

Approved as to Form and Legality:

By: _____
Brian A. Pierik Date
City Attorney

By: _____
Kay Reimann Date
TAMC Counsel

554 Transportation Safety & Investment Plan

Account (TSPDA)

TAMC
 55 B Plaza Circle
 Salinas, CA 93901

Invoice

Date	Invoice #
10/1/2020	PMP 1 20/21

Bill To
City of Carmel-by-the Sea P.O.Box CC Carmel-by-the Sea, CA 93921 Attn: Robert M. Harary, P.E.

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Fair Share for MTC Street Saver	2,950.00	2,950.00
Total			\$2,950.00



DevMecca.com, LLC
w/ Metropolitan Transportation Commission

Phone: 503-540-8837
mtcsales@devmecca.com
https://www.streetsaveronline.com

Invoice

4926-AR11761

Balance Due
\$22,450.00

Invoice For:
TAMC
55-B Plaza Circle
CA
93901 Salinas

Invoice Date : 08/11/2020
Terms : Net 60
Due Date : 10/10/2020

#	Item & Description	Qty	Rate	Amount
1	StreetSaver Annual Subscription Item 2: The annual subscription fee for each jurisdiction is based on network size. For agencies: Carmel by the Sea Del Rey Oaks Sand City Greenfield Pacific Grove King City Monterey County From - 10/31/20 - 10/31/21	1.00	11,250.00	11,250.00
2	Software Support Service Plan Item 3: 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.	1.00	5,600.00	5,600.00
3	StreetSaver Training Service Plan Item 4: This plan provides nine (9) student accounts to access online courses in StreetSaver Academy and attendance to MTC hosted and recorded webinars free of charge.	1.00	5,600.00	5,600.00

Approved for payment by: _____
Date: _____

TAMC Finance Officer: _____
Math Certified: _____

Check #: _____
Paid Date: _____

GL Account: _____

Sub Total 22,450.00
Total **\$22,450.00**
Balance Due **\$22,450.00**

- Notes
1. If paying by credit card, please click the Pay Now button and pay with your credit card.
 2. If paying by check, please print the invoice and mail with your check to the following address. Make check payable to Metropolitan Transportation Commission.

Annual subscription is based on:

PRICE TIER (Effective July 1, 2014):
(whichever is greater)
MILES-----SECTIONS-----ANNUAL COST