



AMBAG Board of Directors Agenda

Association of Monterey Bay Area Governments

P.O. Box 2453, Seaside, California 93955-2453

Phone: (831) 883-3750

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Email: info@ambag.org

Meeting Via GoToWebinar

DATE: August 10, 2022

TIME: 6:00 PM

Please register for the AMBAG Board of Directors meeting at

<https://attendee.gotowebinar.com/register/2607095325357917711>

On September 16, 2021, Governor Newsom signed AB 361 into law. The provisions enacted by AB 361 provide flexibility to meet remotely during a proclaimed emergency and will sunset on January 1, 2024. The AMBAG Board of Directors meeting will be conducted via GoToWebinar and the Board of Directors will participate in the meeting from individual remote locations. Members of the public will need to attend the meeting remotely via GoToWebinar. We apologize in advance for any technical difficulties.

Persons who wish to address the AMBAG Board of Directors on an item to be considered at this meeting are encouraged to submit comments in writing at info@ambag.org by Tuesday, August 9, 2022. The subject line should read "Public Comment for the August 10, 2022 Board of Directors Meeting." The agency clerk will read up to 3 minutes of any public comment submitted.

To participate via GoToWebinar, please register for the August 10, 2022 AMBAG Board of Directors meeting using the following link: <https://attendee.gotowebinar.com/register/2607095325357917711>

You will be provided dial-in information and instructions to join the meeting.

If you have any questions, please contact Ana Flores, Clerk of the Board at aflores@ambag.org or at 831-883-3750 Ext. 300.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **Resolution in Accordance with AB 361 regarding the Ralph M. Brown Act and Finding of Imminent Risk to Health and Safety of In-Person Meetings as a Result of the Continuing COVID-19 Pandemic State of Emergency Declared by Governor Newsom**

Recommended Action: ADOPT

- Maura Twomey, Executive Director

Adopt a Resolution 2022-18 in accordance with AB 361 regarding the Ralph M. Brown Act and finding of imminent risk to health and safety of in-person meetings as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom. (Page 5)

4. **ORAL COMMUNICATIONS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA (A maximum of three minutes on any subject not on the agenda)**

5. **ORAL COMMUNICATIONS FROM THE BOARD ON ITEMS NOT ON THE AGENDA**

6. **COMMITTEE REPORTS**

A. **Executive/Finance Committee**

Recommended Action: INFORMATION

- President Brown

Receive oral report.

B. **Monterey Bay National Marine Sanctuary (MBNMS) Advisory Council (SAC) Meeting**

Recommended Action: DIRECT

- Director McAdams

Receive an update on the June 17, 2022 SAC meeting. The next meeting is scheduled on August 19, 2022. The agenda will be provided at the meeting.

7. **EXECUTIVE DIRECTOR'S REPORT**

Recommended Action: INFORMATION

- Maura Twomey, Executive Director

Receive a report from Maura Twomey, Executive Director.

8. **CONSENT AGENDA**

Recommended Action: APPROVE

Note: Actions listed for each item represents staff recommendation. The Board of Directors may, at its discretion, take any action on the items listed in the consent agenda.

A. Draft Minutes of the June 15, 2022 AMBAG Board of Directors Meeting

- Ana Flores, Clerk of the Board

Approve the draft minutes of the June 15, 2022 AMBAG Board of Directors meeting. (Page 7)

B. AMBAG Regional Clearinghouse Monthly Newsletter

- Miranda Taylor, Planner

Accept the clearinghouse monthly newsletter. (Page 13)

C. AMBAG Sustainability Program Update

- Amaury Berteaud, Sustainability Program Manager

Accept the AMBAG Sustainability Program update. (Page 27)

D. Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study – Consultant Agreement

- Amaury Berteaud, Sustainability Program Manager

Approve and authorize the Executive Director to negotiate and execute an agreement with Ascent Environmental, Inc. for consultant services on the Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study in an amount not to exceed \$242,000. (Page 31)

E. Regional Early Action Planning Grants 2.0 Program Advanced Application Resolution

- Heather Adamson, Director of Planning

Adopt Resolution 2022-19 authorizing AMBAG staff to submit an application with the State's Department of Housing and Community Development for an advance allocation of \$1,013,374 to support AMBAG's work related to the Regional Early Action Planning Grants 2.0 Program and delegating authority to the Executive Director to execute a State Standard Agreement, and any other documentation including amendments to secure the advance allocation. (Page 73)

F. Vacation Accrual for Senior Planner

- Heather Adamson, Director of Planning

Approve vacation accrual of 15 days per year for Christine Duymich, Senior Planner, effective July 1, 2022, as agreed by the AMBAG Executive Director. (Page 77)

G. Financial Update Report

- Errol Osteraa, Director of Finance & Administration

Accept the financial update report which provides an update on AMBAG's current financial position and accompanying financial statements. (Page 79)

9. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND POSSIBLE ACTION

10. PLANNING

**A. Draft Monterey Bay Metropolitan Transportation Improvement Program (MTIP):
FFY 2022-23 to 2025-26**

Recommended Action: PUBLIC HEARING

- William Condon, Planner

Conduct a public hearing for the Draft Monterey Bay Metropolitan Transportation Improvement Program (MTIP) for FFY 2022-23 to 2025-26, providing general public an opportunity for comments. (Page 85)

B. Draft 6th Cycle Regional Housing Needs Allocation Plan: Appeals Public Hearing

Recommended Action: PUBLIC HEARING

- Heather Adamson, Director of Planning

Conduct a public hearing on the appeals received on the Draft 2023-2031 6th Cycle Regional Housing Needs Allocation (RHNA) Plan. (Page 89)

C. Regional Early Action Planning Grants 2.0 Program

Recommended Action: INFORMATION

- Heather Adamson, Director of Planning

Staff will provide an update on the Regional Early Action Program (REAP) 2.0 Program. The Board of Directors are asked to provide feedback on the proposed outreach activities and approach for developing the REAP 2.0 program framework. (Page 141)

11. ADJOURNMENT

REFERENCE ITEMS:

- A. 2022 Calendar of Meetings (Page 145)
B. Acronym Guide (Page 147)

NEXT MEETING:

Date: September 14, 2022

Location: Zoom Webinar

Executive/Finance Committee Meeting: 5:00 PM

Board of Directors Meeting: 6:00 PM

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. If you have a request for disability-related modification or accommodation, including auxiliary aids or services, contact Ana Flores, AMBAG, 831-883-3750, or email aflores@ambag.org at least 48 hours prior to the meeting date.

A RESOLUTION

OF THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS BOARD OF DIRECTORS ADOPTING A RESOLUTION REGARDING THE RALPH M BROWN ACT AND FINDING OF IMMINENT RISK TO HEALTH AND SAFETY OF IN-PERSON MEETING AS A RESULT OF THE CONTINUING COVID-19 PANDEMIC STATE OF EMERGENCY DECLARED BY GOVERNOR NEWSOM

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and,

WHEREAS, the proclaimed state of emergency remains in effect; and,

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting law, Government code Section 54950 et seq. (the “Brown Act”), provided certain requirements were met and followed; and,

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 that clarified the suspension of the teleconferencing rules set forth in the Brown Act, and further provided that those provisions would remain suspended through September 30, 2021; and,

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 that provides that a legislative body subject to the Brown Act may continue to meet without fully complying with the teleconferencing rules in the Brown Act provided the legislative body determines that meeting in person would present imminent risk to the health and safety of attendees, and further requires that certain findings be made by the legislative body every (30) days; and,

WHEREAS, California Department of Public Health (“CDPH”) and the federal Centers for Disease Control and Prevention (“CDC”) caution that the Delta and Omicron variants of COVID-19, currently the dominant strains of COVID-19 in the country, are more transmissible than prior variants of the virus, may cause severe illness, and that even fully vaccinated individuals can spread the virus (<https://cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>); and,

WHEREAS, other variants of COVID-19 exist, and it is unknown at this time whether other variants may result in a new surge in COVID-19 cases; and,

WHEREAS, the CDC has established a “Community Transmission” metric with 4 tiers designated to reflect a community’s COVID-19 case rate and percent positivity; and,

WHEREAS, Monterey County and San Benito County currently have a Community Transmission metric of “high” and Santa Cruz County currently has a Community Transmission metric of “medium”; and,

WHEREAS, due to the current pandemic situation, the CDC recommends that all persons, regardless of vaccination status, wear a mask based on your personal preference, informed by your personal level of risk. The public may choose to wear a mask or respirator that offers greater protection in certain situations, such as when you are with people at higher risk for severe illness, or if you are at higher risk for severe illness; and

WHEREAS, the Board of Directors for the Association of Monterey Bay Area Governments (AMBAG) is empowered to take actions necessary to protect public, health, welfare and safety within the region; and,

WHEREAS, AMBAG has an important governmental interest in protecting the health, safety and welfare of those who participate in meetings of AMBAG's various legislative bodies subject to the Brown Act; and,

WHEREAS, in the interest of the public health and safety, as affected by the emergency cause by the spread of COVID-19, the AMBAG Board of Directors deems it necessary to find that meeting in person for meetings of all AMBAG related legislative bodies as well as subcommittees of the board of Directors subject to the Ralph M. Brown Act, would present imminent risk to the health or safety of attendees, and thus intends to invoke the provisions of AB 361 related to teleconferencing as provided in subdivisions (e) of Government Code section 54953; and,

WHEREAS, all teleconference meetings of the AMBAG Board of Directors, AMBAG Executive/Finance Committee, as well as all subcommittees of the Board of Directors shall comply with the requirements to provide the public with access to meetings as prescribed in paragraph (2) of subdivision (e) of Government Code section 54953;

NOW, THEREFORE, BE IT RESOLVED that the AMBAG Board of Directors does hereby approve as follows:

1. The AMBAG Board of Directors finds that meeting in person for meeting of all AMBAG related legislative bodies subject to the Ralph M. Brown Act would present imminent risk to the health or safety of attendees.
2. This finding applies to all AMBAG related legislative bodies subject to the Brown Act, including but not limited to, the AMBAG Board of Directors meeting; the AMBAG Executive/Finance Committee; the RAPS, Inc. Board of Directors meeting, and any other standing committees.
3. Staff is directed to return to the Board of Directors no later than thirty (30) days after the adoption of this resolution, or by next Board of Directors meeting (whichever comes first), with an item for the Board to consider making the findings required by AB 361 in order to continue meeting under its provisions.
4. The AMBAG Executive Director and AMBAG Counsel are directed to take such other necessary or appropriate actions to implement the intent and purposes of this resolution.

PASSED AND ADOPTED this 10th day of August 2022.

Kristen Brown, President

Maura F. Twomey, Executive Director

**DRAFT MINUTES OF THE PROCEEDINGS
OF THE BOARD OF DIRECTORS OF THE
ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS**

June 15, 2022

1. CALL TO ORDER

The Board of Directors of the Association of Monterey Bay Area Governments, President, Kristen Brown presiding, convened at 6:01 p.m. Wednesday, June 15, 2022 via GoToWebinar.

2. ROLL CALL

<u>AMBAG Board of Directors</u>			
PRESENT:			
Agency	Representative	Agency	Representative
Capitola	Kristen Brown	County of Monterey	John Phillips
Carmel	Karen Ferlito	County of San Benito	Betsy Dirks
Del Rey Oaks	Kim Shirley	County of San Benito	Bea Gonzales
Gonzales	Scott Funk	County of Santa Cruz	Greg Caput
Greenfield	Lance Walker	County of Santa Cruz	Manu Koenig
Hollister	Rick Perez		
King City	Carlos Victoria	<u>Ex-Officio Members:</u>	
Marina	Lisa Berkley	Caltrans, District 5	Jill Leal
Pacific Grove	Jenny McAdams	MPAD	LisAnne Sawhney
Salinas	Steve McShane	SCCRTC	Guy Preston
San Juan Bautista	John Freeman	SC Metro	Michael Tree
Santa Cruz	Justin Cummings	TAMC	Todd Muck
Seaside	Jon Wizard		
Watsonville	Eduardo Montesino		
ABSENT:			
Monterey	Ed Smith	<u>Ex-Officio Members:</u>	
Sand City	Mary Ann Carbone	3CE	Catherine Stedman
Scotts Valley	Derek Timm	MBARD	Richard Stedman
Soledad	Anna Velazquez	MST	Lisa Rheinheimer
County of Monterey	Mary Adams	SBtCOG	Veronica Lezama

Others Present: John Urgo, SC Metro; Dawn Hayes, MBNMS; Albert Herson and Mark Desrosiers, Sohagi; Anastacia Wyatt, City of Pacific Grove; Elisabeth Madrigal, MBEP; Michael Pisano; Beverly DesChaux; Charles Pooler; Amy Naranjo, SCCRTC; Diane Eidam, Retired Annuitant; Paul Hierling, Senior Planner; Amaury Berteaud, Special Projects Manager; Heather Adamson, Director of Planning; Bhupendra Patel, Director of Modeling; Miranda Taylor, Planner; Diane Eidam; Gina Schmidt, GIS Coordinator; Maura Twomey, Executive Director; and Ana Flores, Clerk of the Board.

3. ORAL COMMUNICATIONS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

There were no oral communications from the public.

4. ORAL COMMUNICATIONS FROM THE BOARD ON ITEMS NOT ON THE AGENDA

There were no oral communications from the Board.

5. COMMITTEE REPORTS

A. Executive/Finance Committee

President Brown reported that the Executive/Finance Committee approved the consent agenda that included 1) Resolution 2022-6 regarding the Ralph M. Brown Act and finding of imminent risk to health and safety of in-person meetings as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom; 2) the minutes of the May 11, 2022 meeting; 3) list of warrants as of March 31, 2022; and 4) accounts receivable as of March 31, 2022. The Executive/Finance Committee also received a report on the financials from Maura Twomey, Executive Director.

B. Monterey Bay National Marine Sanctuary (MBNMS) Advisory Council (SAC) Meeting

President Brown stated that the next MBNMS SAC meeting is scheduled on June 17, 2022 at 8:30 am.

6. EXECUTIVE DIRECTOR'S REPORT

Maura Twomey, Executive Director announced that AMBAG filled a vacant Planner position and a vacant Intern position. They are both scheduled to start at the beginning of July. Ms. Twomey also reminded the Board that there is no regularly scheduled board meeting in July.

7. CONSENT AGENDA

A. Draft Minutes of the May 25, 2022 AMBAG Board of Directors Meeting

The draft minutes of the May 25, 2022 AMBAG Board of Directors meeting were approved.

B. Draft Minutes of the May 11, 2022 AMBAG Board of Directors Meeting

The draft minutes of the May 11, 2022 AMBAG Board of Directors meeting were approved.

C. AMBAG Regional Clearinghouse Monthly Newsletter

The AMBAG Clearinghouse monthly newsletter was accepted.

D. AMBAG Sustainability Program Update

The Sustainability Program update was accepted.

E. Resolution in accordance with AB 361 regarding the Ralph M. Brown Act and Finding of Imminent Risk to Health and Safety of In-Person Meetings as a Result of the Continuing COVID-19 Pandemic State of Emergency Declared by Governor Newsom

Resolution 2022-15 was adopted.

F. Extension of Legal Services Contract

The extension of Legal Services contract was approved.

G. Revised Procurement Policies and Procedures Manual

The revised Procurement Policies and Procedures manual was adopted.

H. Financial Update Report

The financial update report was accepted.

Motion made by Director Phillips seconded by Director Cummings to approve the consent agenda. The motion passed unanimously.

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND POSSIBLE ACTION

None.

9. PLANNING

A. Final 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy and Environmental Impact Report

Heather Adamson, Director of Planning gave a presentation on the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) Environmental Impact Report. The MTP/SCS 1) is a long range plan for transportation investments; 2) is required by federal and state law to be prepared every four years; 3) must provide a 20+ year horizon planning period; and 4) must be adopted in June 2022 to ensure transportation funds continue to flow to the region. The 2045 MTP/SCS policy goals are 1) Access and Mobility; 2) Economic Vitality; 3) Environment; 4) Healthy Communities; 5) Social Equity; 6) System Preservation and Safety. The basis for the MTP/SCS is 1) land use pattern that includes population, jobs and housing; and 2) transportation improvements that include transit services, active transportation projects, roadway improvements, and other transportation related strategies such as electric vehicles and telecommuting. The draft MTP/SCS includes \$13.5 billion in transportation improvements, programs and services. It also meets CARB's GHG reduction targets (-3% and -6% per capita for 2020 and 2035, respectively) and implementation strategies. The draft 2045 MTP/SCS includes \$13.3 billion in transportation improvements, programs, and services. The financial assumptions for local, state, and federal are \$13.3 billion. Monterey County would receive \$6.7 billion, San Benito County would receive \$1.6 billion, and Santa Cruz County would receive \$5.2 billion. Ms. Adamson added that transportation projects are developed with local and regional transportation partners. Mix of multimodal and regional/local projects include active transportation, maintenance and rehab projects, transit projects, and roadway projects. Ms. Adamson reported on the public participation effort by staff.

There was a comprehensive multi-year effort engaging a wide range of groups, stakeholders and the general public. Staff held meetings, workshops, surveys, and through the website. Ms. Adamson reported that AMBAG is the lead for developing the program EIR, working with the RTPA's to develop the EIR. The Draft EIR evaluates the impacts of the 2045 MTP/SCS on the physical environment at the program level. The EIR serves as the EIR for each of the RTPA's 2045 Regional Transportation Plans. The EIR analyzes a range of impacts resulting from future development and improvements to the regional transportation network. AMBAG circulated the draft EIR for 70-days. Nine comment letters and three verbal public comments were received. Staff included the responses to the comments in the Final EIR under Appendix H. AMBAG recirculated a partial draft EIR for 46-days. Two comment letters were received. The responses to comments are included in the Final EIR under Appendix H. Ms. Adamson reported that one additional comment was received after posting of the June 16, 2022 AMBAG Board of Directors agenda. A written response was included in the agenda packet. The EIR comments focused on greenhouse gas emissions, mitigations, and modeling. The final EIR includes responses to comments and additional language to address public comments. The next steps are 1) submit adopted 2045 MTP/SCS to Caltrans, FHWA, and FTA; 2) submit SCS to CARB for review; and 3) implementation.

President Brown opened the public hearing.

There were no comments.

President Brown closed the public hearing.

Motion made by Director Cummings, seconded by Director Berkeley to approve Resolution No. 2022-16 certifying the Final Environmental Impact Report prepared for the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (SCH#2020010204) and County RTPs and adopting Findings of Fact pursuant to the California Environmental Quality Act; a Statement of Overriding Considerations; and a Mitigation Monitoring and Reporting Program. Motion passed unanimously.

Motion made by Director Berkeley, seconded by Director McShane to approve Resolution 2022-17 finding the Sustainable Communities Strategy achieves the regional greenhouse gas reduction targets, adopting the Final 2022 Regional Growth Forecast, and adopting the 2045 Metropolitan Transportation Plan, including its Sustainable Communities Strategy. Motion passed unanimously.

B. Draft 6th Cycle Regional Housing Needs Allocation Plan: Appeals Received and Schedule Public Hearing

Heather Adamson, Director of Planning gave a presentation on the draft 6th Cycle Regional Housing Needs Allocation Plan and appeals. Ms. Adamson reported that the draft 2023-2031 6th Cycle Plan was released on April 22, 2022. It initiated a 45-day appeal period allowing a jurisdiction for HCD to appeal for a revision of the share of the regional housing need proposed to be allocated. The close of the appeal period was June 6, 2022. AMBAG received two appeals on the draft 6th Cycle RHNA plan from the City of San Diego and the city of Greenfield. State law requires a 45-day comment period on any appeals received on the draft plan. Jurisdictions, HCD, and members of the public have until July 22, 2022 to comment on the appeals received. Comments on the appeals should be sent to hadamson@ambag.org. AMBAG also received two comment letters from local jurisdictions. The RHNA appeal procedures are 1) AMBAG must conduct a public hearing to consider appeals and

comments received on appeals; 2) RHNA appeals to be heard by the AMBAG Board; 3) a Board member must recuse her/himself from the discussion and vote on an appeal affecting her/his jurisdiction; 4) the basic structure for an appeals hearing is a) appellant makes initial argument; b) AMBAG staff response; c) rebuttal from the appellant; e) public comment; and f) board discussion and vote; 5) if an appeal is successful, AMBAG must redistribute the RHNA units to other local jurisdictions; 6) AMBAG will redistribute units to all local jurisdictions in proportion to the jurisdiction's share of the RHNA after appeals are determined and prior to the required distribution; and 7) applicants whose appeals are upheld are not excluded from redistribution. Next steps include 1) the comment period on appeals received from June 7, 2022 to July 22, 2022; and 2) upon approval from the Board of Directors, AMBAG will hold a public hearing to hear the appeals received on the draft 6th Cycle RHNA Plan on August 10, 2022. Brief discussion followed.

Motion made by Director Freeman, seconded by Director Phillips to approve the scheduling of a public hearing to hear appeals on August 10, 2022. Motion passed unanimously.

10. ADJOURNMENT

The Board of Directors meeting adjourned at 6:41 PM.

Kristen Brown, President

Maura F. Twomey, Executive Director

DRAFT AMBAG BOARD OF DIRECTORS MEETING ATTENDANCE & VOTING RECORD

BOARD MEETING DATE: June 15, 2022

Attendance (X= Present; AB= Absent) Voting (Y= Yes; N=No; A=Abstain)						
MEMBER	AMBAG REP	Attendance	Item #7	Item #9.A.1	Item #9.A.2	Item #9.B
Capitola	Kristen Brown	X	Y	Y	Y	Y
Carmel-by-the-Sea	Karen Ferlito	X	Y	Y	Y	Y
Del Rey Oaks	Kim Shirley	X	Y	Y	Y	Y
Gonzales	Scott Funk	X	Y	Y	Y	Y
Greenfield	Lance Walker	X	Y	Y	Y	Y
Hollister	Rick Perez	X	Y	Y	Y	Y
King City	Carlos Victoria	X	Y	Y	Y	Y
Marina	Lisa Berkley	X	Y	Y	Y	A
Monterey	Ed Smith	AB	N/A	N/A	N/A	N/A
Pacific Grove	Jenny McAdams	X	Y	Y	Y	Y
Salinas	Steve McShane	X	Y	Y	Y	Y
San Juan Bautista	John Freeman	X	Y	Y	Y	Y
Sand City	Mary Ann Carbone	AB	N/A	N/A	N/A	N/A
Santa Cruz	Justin Cummings	X	Y	Y	Y	Y
Scotts Valley	Derek Timm	AB	N/A	N/A	N/A	N/A
Seaside	Jon Wizard	X	Y	Y	Y	Y
Soledad	Anna Velazquez	AB	N/A	N/A	N/A	N/A
Watsonville	Eduardo Montesino	X	Y	Y	Y	Y
County-Monterey	Mary Adams	AB	N/A	N/A	N/A	N/A
County-Monterey	John Phillips	X	Y	Y	Y	N
County-Santa Cruz	Manu Koenig	X	Y	Y	Y	Y
County-Santa Cruz	Greg Caput	X	Y	Y	Y	Y
County-San Benito	Betsy Dirks	X	Y	Y	Y	Y
County-San Benito	Bea Gonzales	X	Y	Y	Y	Y

(* = Board Member(s) arrived late or left early, therefore, did not vote on the item. Please refer the minutes)



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Miranda Taylor, Planner

SUBJECT: AMBAG Regional Clearinghouse Monthly Newsletter

MEETING DATE: August 10, 2022

RECOMMENDATION:

It is recommended that the Board of Directors accept the June-July 2022 Clearinghouse monthly newsletter.

BACKGROUND/DISCUSSION:

Since March 12, 1984, under adopted State Clearinghouse Procedures, the Association of Monterey Bay Area Governments (AMBAG) was designated the regional agency responsible for clearinghouse operations in Monterey, San Benito and Santa Cruz Counties. These procedures implement Presidential Executive Order 12372 as interpreted by the "State of California Procedures for Intergovernmental Review of Federal Financial Assistance and Direct Development Activities." They also implement the California Environmental Quality Act of 1970 as interpreted by CEQA Guidelines.

The purpose of the Clearinghouse is to provide all interested parties within the Counties of Monterey, San Benito and Santa Cruz notification of projects for federal financial assistance, direct federal development activities, local plans and development projects and state plans that are proposed within the region. These areawide procedures are intended to be coordinated with procedures adopted by the State of California.

FINANCIAL IMPACT:

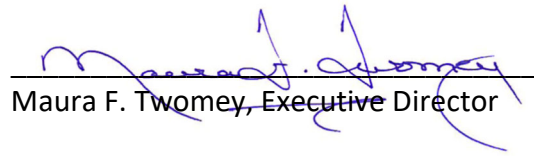
There is no direct financial impact. Staff time for monitoring clearinghouse activities is incorporated into the current AMBAG Overall Work Program and budget.

COORDINATION:

Notices for the Clearinghouse are sent by lead agencies to AMBAG. Interested parties are sent email notifications twice a month with the newsletter attached.

ATTACHMENT:

1. Monthly Newsletter - Clearinghouse items June 1– July 31, 2022.

APPROVED BY:

Maura F. Twomey, Executive Director

Attachment 1

AMBAG REGIONAL CLEARINGHOUSE

The AMBAG Board of Directors will review these items on August 10th, 2022

Association of Monterey Bay Area Governments PO Box 2453 Seaside CA 93955 | 831.883.3750

ENVIRONMENTAL DOCUMENTS

20220604

Graham Hill Water Treatment Plant Facility Improvements Project

City of Santa Cruz
Jessica Martinez-McKinney
(831) 420-5322

Notice of Preparation (NOP)

Environmental Impact Report (EIR)

The Graham Hill Water Treatment Plant Facility Improvements Project (Proposed Project) consists of improvements at the City of Santa Cruz's existing Graham Hill Water Treatment Plant located at 715 Graham Hill Road in Santa Cruz as well as within areas of the County of Santa Cruz. The Proposed Project would address aging infrastructure and to provide for efficiently and reliably meeting future drinking water quality objectives and water supply needs. The Proposed Project would be comprised of new water treatment and related processes, new and upgraded buildings, infrastructure and site improvements, and removal of existing facilities.

Project Location:

Santa Cruz County

Parcel: 06014105

Public hearing information:

<https://us06web.zoom.us/j/87403686774>

7/19/2022 3:30 PM

Public review period ends **Tuesday, July 26, 2022**

County of Monterey, Housing and Community
Development Erik Lundquist
(831) 755-5154

Notice of Preparation (NOP)

Draft Environmental Impact Report* (DEIR)

The Supplemental Draft EIR will examine wildlife movement between the Fort Ord National Monument, Santa Lucia Ranges, and Toro Creek via under-crossing of State Route 68, overpasses along Portola Drive, and local/onsite drainages and culverts and will include the review of previous research, including but not limited to, the Central Coast Connectivity Project and the 2008 WRA Environmental Consultants memorandum developed for the Ferrini Ranch EIR [SCH2005091055]. In response to the court of appeal ruling, the document will focus solely on analyzing the wildlife corridors in the vicinity of the proposed project and will evaluate the potential impacts the proposed project may have on these corridors. The Supplemental Draft EIR will identify, where necessary, mitigation to avoid, eliminate, or reduce impacts to a less than significant level, where feasible.

Project Location:

Monterey County

Parcel: 416611001000

Public hearing information:

ONLINE

7/25/2022 1:00 PM

Public review period ends **Monday, August 15, 2022**

City of Watsonville, Community Development Department
Justin Meek
(831) 768-3077

Notice of Intent (NOI)

Mitigated Negative Declaration (MND)

Ted Crocker (Owner; Applicant) has submitted an application to develop one parcel located at 70 Nielson Street at the corner of Airport Boulevard (APN 015-111-49), totaling 4.39 acres, referred to as the Crocker's Lockers Project (project). The site is a paved parking lot with ornamental landscaping. The self-storage facility would consist of six total self-storage buildings, four of which would be single-story, and two of which would be two-story. A seventh building is proposed as a two-story manager's building with an office and single-car garage on the ground floor and the manager's apartment above. The project would provide 1,072 storage units in approximately 149,796 square feet of building space. Demolition is proposed for the existing parking lot, associated curbs, and site lighting prior to construction of the proposed buildings. The project includes landscaping, site lighting, and sanitary sewer, water, storm drainage, and dry utility infrastructure.

Project Location:

Santa Cruz County

Parcel: 01511149

Public hearing information:

Planning Commission - Online

9/6/2022 6:00 PM

Public review period ends **Friday, August 12, 2022**

County of San Benito
Michael Kelly
(831) 902-2287

Notice of Intent (NOI)

Mitigated Negative Declaration (MND)

The applicant proposes a use permit regarding a commercial cannabis cultivation, manufacturing, and distribution facility. The project would begin with cannabis cultivation in the existing 10,608-ft² building. Two additional buildings would be constructed later as business permits, with 5,760- and 8,400-ft² footprints and two stories each. Volatile manufacturing including cannabis material extraction would take place there, as would additional cannabis cultivation. The full project's floor area including multiple stories would total 46,263 ft², including an existing 13,934 ft² floor area. Grading with 1,010 yd³ cut and 1,740 yd³ fill would level and prepare the site for the new buildings and create new drainage. Approximately 37,000 ft² of canopy would be grown during full operation. During initial activity, 10 employees would work in the existing building on all days of the week during daytime. Staff would expand by 16 employees following construction of the two additional buildings. Car parking would consist of 32 spaces. Air would be treated with carbon filters to prevent odor, in addition to maintaining a closed-loop air environment.

Project Location:

San Benito County

Parcel: 0210200290

Public hearing information:

Planning Commission Meeting- online

8/17/2022 6:00 PM

Public review period ends **Thursday, August 4, 2022**

City of Monterey
Christopher Schmidt
(831) 646-3910

Notice of Preparation (NOP)

Draft Environmental Impact Report* (DEIR)

The project includes demolition of an existing one-story, 18-guest room hotel and 134-seat restaurant and the construction of a new four-story, 42 guest room branded hotel. The project requires approval of a conditional use permit, architectural review permit, and building permit from the City of Monterey and a water permit from the Monterey Peninsula Water Management District. The project requires a text amendment to the North Fremont Specific Plan clarifying that: (a) for VAF zoned properties, the VAF zone requirements apply as required by City Charter; and (b) the Specific Plan is consistent with, but not part of the General Plan. The project also includes an amendment to the City's off-street parking standards and loading zone requirement, and readoption of the parking calculation in Section 38-36(A) of the City Municipal Code.

Project Location:

Monterey County

Parcel:

Public hearing information:

TBD

Public review period ends **Monday, July 25, 2022**

Monterey County
Fionna Jensen
(831) 796-6407

Notice of Intent (NOI)

Negative Declaration (Neg)

General Development Plan and Combined Development Permit consisting of a Use Permit to allow construction of an approximately 17.3-acre 11 megawatt alternating current solar photovoltaic (PV) facility and associated site improvements, and a Use Permit to allow development on slopes exceeding 25%. The property is located at 66880 Sargents Road, San Ardo (Assessor's Parcel Number 423-081-019-000), South County Area Plan. The project would be comprised of PV solar module blocks, as well as related and supporting facilities, including electrical collection lines, on-site service roads, gates and security fencing, and temporary construction staging areas. The project would support renewable energy initiatives established by the State of California; specifically, to reduce the need for imported power.

Project Location:

Monterey County

Parcel: 423081019000

Public hearing information:

TBD

Public review period ends **Monday, July 25, 2022**

City of Santa Cruz
Tiffany Wise-West
(831) 420-5433

Notice of Intent (NOI)

Mitigated Negative Declaration (MND)

The City has developed the CAP to achieve a number of objectives, including equitable climate outcomes, a safer future and enhanced quality of life for the community, new economic opportunities through green jobs, enhanced social equity and community engagement on the issue of climate change, increased use and accessibility of active and public transportation, and reduced obstacles for building decarbonization. The CAP addresses communitywide GHG emissions and includes an aspirational target to reduce community-wide GHG emissions output to carbon neutrality by 2035. It also includes an interim target to reduce communitywide GHG emissions to 2.51 MT of CO₂e per person (or 181,018 MT of CO₂e in total emissions) by 2030. This corresponds to an approximately 40 percent reduction in per capita and associated total mass emissions below 1990 levels by 2030, meeting the California Senate Bill 32 target for 2030 to reduce total GHG emissions 40 percent below 1990 levels.

Project Location:

Santa Cruz County

Parcel: NA

Public hearing information:

TBD

Public review period ends **Thursday, August 4, 2022**

California Department of Transportation, District 5
Matt Fowler
(805) 779-0793

Notice of Intent (NOI)

Mitigated Negative Declaration (MND)

The California Department of Transportation (Caltrans) proposes multiple drainage improvements within a 1.5-mile-long section of U.S. Route 101 in Monterey County from just north of the Crazy Horse Canyon Road/Echo Valley Road overcrossing (at post mile 98.8) to the northernmost intersection with Dunbarton Road (at post mile 100.3). Improvements would be implemented through joint repair and/or a complete replacement, depending on the conditions at each location. Existing culverts would be replaced with reinforced concrete pipes. Most of the replaced culverts would be upgraded to larger diameter drainage pipes for increased discharge capacity and reduced water flow velocity. Culvert replacements would use either the cut and cover method or the trenchless pipe jacking method. Existing drainage inlets would be replaced with new drainage inlets that meet current design standards. New flared end sections would be installed on the inlets and outlets of culverts as needed to prevent erosion. Concrete headwalls would be removed and replaced as needed. Damaged shoulder embankment slopes would be repaired at the outlets of two culverts. Two drainage channels would be graded to remove excess silt and vegetation.

Project Location:

Monterey County

Parcel: Multiple

Public hearing information:

TBD

Public review period ends **Tuesday, July 26, 2022**

20220707

Santa Cruz 1 Roadside Safety and Drainage System Improvement Project

California Department of Transportation, District
5 Jason Wilkinson
(805) 540-9165

Notice of Intent (NOI)

Mitigated Negative Declaration (MND)

The California Department of Transportation (Caltrans) proposes to restore multiple drainage culverts, rehabilitate numerous lighting elements, install several Transportation Management Systems and pave gore areas along State Route 1 in Santa Cruz County from 0.5 mile north of Larkin Valley Road to Laguna Road in Santa Cruz (post miles 8.2 to 26.0).

Project Location:

Santa Cruz County

Parcel: NA

Public hearing information:

TBD

Public review period ends **Friday, August 26, 2022**

20220703

49 Shearwater Lane

County of Santa Cruz
Nathan MacBeth
(831) 454-3118

Notice of Intent (NOI)

Mitigated Negative Declaration (MND)

Proposal to demolish an existing 1,342 square foot residence and construct a new two-story, 2,645 square foot residence with attached garage.

Project Location:

Santa Cruz County

Parcel: 05229112

Public hearing information:

TBD Online

Public review period ends **Monday, August 1, 2022**

PUBLIC HEARINGS

20220701

Graham Hill Water Treatment Plant Facility Improvements Project

City of Santa Cruz
Jessica Martinez-McKinney
(831) 420-5322

Notice of Preparation (NOP)

Environmental Impact Report (EIR)

The Graham Hill Water Treatment Plant Facility Improvements Project (Proposed Project) consists of improvements at the City of Santa Cruz's existing Graham Hill Water Treatment Plant located at 715 Graham Hill Road in Santa Cruz as well as within areas of the County of Santa Cruz. The Proposed Project would address aging infrastructure and to provide for efficiently and reliably meeting future drinking water quality objectives and water supply needs. The Proposed Project would be comprised of new water treatment and related processes, new and upgraded buildings, infrastructure and site improvements, and removal of existing facilities.

Project Location:

Santa Cruz County

Parcel: 06014105

Public hearing information:

<https://us06web.zoom.us/j/87403686774>

7/19/2022 3:30 PM

Public review period ends **Tuesday, July 26, 2022**

County of Monterey
Melanie Beretti
(831) 755-5285

Notice of Public Hearing

Application of Big Sur Land Trust and the Monterey County Housing and Community Development to restore historic Carmel River floodplain function (via removing Highway 1 roadbed fill, elevating Highway 1 on new bridge, opening up five notches along approximately .25-mile of river levee, and restoring approx. 100 acres of historic riparian corridor), create 23-acre agricultural preserve, develop 13,550 linear ft. of public access trails, and manage site to facilitate habitat, access, agricultural, and related resources on approx. .25-mile of Highway 1 and roughly 135-acre "Odello East" property just south of Carmel River in unincorporated Carmel area of Monterey County. The Project will be brought to the California Coastal Commission to hold a series of public hearings.

Project Location:

Monterey County

Parcel: 243071005000

Public hearing information:

Hybrid Online

6/10/2022 9:00 AM

Public review period ends **Monday, April 22, 2019**

More detailed information on these projects is available by calling the contact person for each project or through AMBAG at (831) 883-3750. Comments will be considered by the AMBAG Board of Directors in its review. All comments will be forwarded to the applicants for response and inclusion in the project application. If substantial coordination or conflict issues arise, the Clearinghouse can arrange meetings between concerned agencies and applicants.

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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Amaury Berteaud, Sustainability Program Manager

SUBJECT: AMBAG Sustainability Program Update

MEETING DATE: August 10, 2022

RECOMMENDATION:

It is recommended the Board of Directors accept this report.

BACKGROUND/ DISCUSSION:

AMBAG Sustainability Program Elements

Energy Efficiency Program Development

AMBAG is a founding member of the Rural and Hard to Reach (RHTR) working group, which was created in 2015 to promote the deployment of energy efficiency resources to California's rural communities. In the past two years AMBAG staff has been working with other RHTR members to create a Regional Energy Network (REN). Regional Energy Networks are entities which submit business plans to the California Public Utilities Commission (CPUC) to obtain ratepayer funds and implement energy efficiency programs.

In June 2021, RHTR partners executed a memorandum of understanding for the development of the RuralREN and started the process of writing a strategic energy efficiency business plan. On February 16, 2022, RHTR partners organized a workshop of the California Energy Efficiency Coordinating Council (CAEECC) to present the concept of the RuralREN and gather feedback on the business plan. A motion for the creation of the RuralREN as well as the RuralREN 2023-2031 strategic business plan was submitted to the CPUC on March 4, 2022. On March 17, 2022, Chief Administrative Law Judge Simon issued a decision for the RuralREN Motion and strategic business plan to be considered as part of a new application proceeding being created to consider the 2024-2031 strategic business plans for all existing energy efficiency portfolio administrators. On June 24, 2022, Commissioner Shiroma issued a ruling on the schedule and scope of the

Planning Excellence!

proceeding which determined that the RuralREN motion should be considered on the same timeline as the 2024-2031 business plans from existing energy efficiency portfolio administrators. A final decision on the RuralREN business plan is now anticipated in late summer 2023. If approved, programs would launch on January 1, 2024. AMBAG staff is continuing to work with partners to engage in the regulatory process and obtain approval for the RuralREN.

Central California Energy Watch Program implementation in Monterey County

The AMBAG Sustainability Program is acting as a sub-consultant to the San Joaquin Valley Clean Energy Organization (SJVCEO) to implement the Central California Energy Watch (CCEW) program in Monterey County. AMBAG staff is conducting outreach to public sector agencies and school districts to inform them about the program, drive program enrollment, and provide energy efficiency technical assistance services. Current efforts are focused on enrolling public agencies and working with jurisdictions as well as school districts to support energy benchmarking and energy auditing.

Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study

On December 6, 2021, the California Department of Conservation awarded AMBAG a \$250,000 Sustainable Agricultural Lands Conservation (SALC) program planning grant to fund the creation of a Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study.

The Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study project seeks to create an inventory of natural and working lands carbon stock in the AMBAG region and forecast its evolution based on different climate change and land use scenarios, as well as the implementation of different adaptation and mitigation strategies. This project will empower the Monterey Bay region to consider the health of natural and working lands as a part of long-range planning as well as provide an opportunity for cities and counties to further integrate natural and working land GHG mitigation strategies as part of their climate action planning process.

In the past months AMBAG completed a request for proposals (RFP) process for a consultant to work on this project. AMBAG staff reviewed consultant proposals and conducted interviews and hopes to onboard a consultant by the end of August.

School Districts

The State of California released funding through the Proposition 39: California Clean Energy Jobs Act to help schools implement energy efficiency and conservation. To receive this funding, the school district had to comply with the Proposition 39: California Clean Energy Jobs Act – 2013 Program Implementation Guidelines. These guidelines include requirements such as completing energy benchmarks of school facilities, identifying potential energy projects, creating efficiency metrics related to the projects, submitting a funding application to the California Energy Commission called an Energy Expenditure Plan, completing annual reports and submitting a final project completion

report. On May 13, 2020, the California Energy Commission extended the Proposition 39 program by one year because of the ongoing COVID-19 pandemic. The deadline to complete projects was extended to June 30, 2021, and the deadline for final project completion reports was extended to June 30, 2022.

AMBAG staff is working with four school districts to complete their final project completion reports. As part of this process AMBAG staff is gathering benchmarking data and creating the necessary reports to obtain California Energy Commission staff approval.

Greenhouse Gas Inventories and Climate Action Planning

AMBAG staff works to complete Greenhouse Gas (GHG) Inventories for all AMBAG jurisdictions. Staff completed Community-wide GHG Inventories for all jurisdictions in 2005, 2009, 2010, 2015, 2018, and 2019, as well as a baseline Municipal GHG Inventories for all AMBAG jurisdictions in 2005. AMBAG staff has also been able to use the inventories to create a regional roll-up inventory and assist jurisdictions with climate action planning activities.

As part of MOU with AMBAG, Central Coast Community Energy has allocated funding for AMBAG to develop 2018, 2019, and 2020 Community-wide GHG Inventories for all its member jurisdictions in calendar year 2020, 2021, and 2022. This has allowed AMBAG to continue providing GHG inventories to our jurisdictions and enabled climate action on the central coast. In the past months AMBAG staff has been working to draft the 2020 community wide GHG inventory reports for each jurisdiction.

ALTERNATIVES:

There are no alternatives to discuss as this is an informational report.

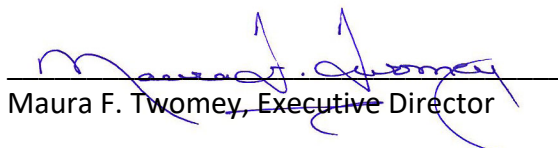
FINANCIAL IMPACT:

The budget is fully funded under the AMBAG-3CE MOU, a sub consultant agreement with the SJVCEO, a SALC planning grant, and SB1 Planning Funds. All funding is programmed in the FY 2022-23 Overall Work Program and Budget.

COORDINATION:

AMBAG staff is coordinating with 3CE, the SJVCEO, as well as local jurisdictions and local community stakeholders.

APPROVED BY:


Maura F. Twomey, Executive Director

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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Amaury Berteaud, Sustainability Program Manager

SUBJECT: Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study – Consultant Agreement

MEETING DATE: August 10, 2022

RECOMMENDATION:

It is recommended that the Board approve and authorize the Executive Director to negotiate and execute an agreement with Ascent Environmental, Inc. for consultant services on the Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study in an amount not to exceed \$242,000.

BACKGROUND/DISCUSSION:

On December 6, 2021, the California Department of Conservation awarded AMBAG a \$250,000 Sustainable Agricultural Lands Conservation (SALC) program planning grant to fund the creation of a Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study.

Following the AMBAG procurement policies, staff issued a Request for Proposals (RFP) for the Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study in May 2022. The RFP was advertised in local newspapers, the RFP National Database, and AMBAG's website. AMBAG received three proposals to conduct the work.

AMBAG staff reviewed consultant proposals, conducted interviews, and hopes to onboard a consultant by the end of August.

ALTERNATIVES:

This work is funded in the FY 2022/2023 Overall Work Program (OWP) and Budget. AMBAG could choose not to hire a consultant to help develop the Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study. Staff does not recommend this alternative as this project is grant funded.

FINANCIAL IMPACT:

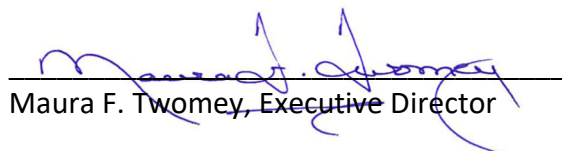
The funding to conduct the work is budgeted in the FY 2022/2023 OWP and Budget.

COORDINATION:

The draft Agreement has been reviewed by AMBAG's legal counsel, Don Freeman.

ATTACHMENT:

1. Ascent Environmental, Inc. Draft Agreement for Services

APPROVED BY:

Maura F. Twomey, Executive Director

Attachment 1
DRAFT AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 10th day of August 2022, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and Ascent Environmental, Inc., hereinafter called "**CONTRACTOR**".

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for Monterey, Santa Cruz and San Benito Counties, AMBAG is developing a Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study; and

WHEREAS, AMBAG needs to obtain certain technical and/or specialized services of an independent contractor to assist AMBAG in the most economical manner; and

WHEREAS, the CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services; and

NOW, THEREFORE, AMBAG and CONTRACTOR for the considerations hereinafter set forth, mutually agree as follows:

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF WORK.

Consultant shall perform those services as specified in detail in Exhibit "A," entitled "Project Tasks/Services, Timeline and Budget," which is attached hereto and incorporated herein.

2. TERM.

A. The term of this Contract shall be from the date of its execution until the completion of the work contemplated by this Contract and its final acceptance by AMBAG unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks **on or before June 30, 2024** unless otherwise extended by written authorization.

B. Services performed under this Contract shall commence only upon written Notice to Proceed by AMBAG to CONTRACTOR.

This Contract includes the following Exhibits:

Exhibit A. Project Tasks/Services, Timeline and Budget

Exhibit B. Debarment and Suspension Certification

Exhibit C. Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification

Exhibit D: Disadvantaged Business Enterprises (DBE) Information Form

Exhibit E: Certifications

3. SCHEDULE OF PERFORMANCE.

The services of CONTRACTOR are to be completed according to the schedule set out in Exhibit "A," entitled "Project Tasks/Services, Timeline, and Budget," which is attached hereto and incorporated herein. CONTRACTOR will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "Project Tasks/Services, Timeline, and Budget."

4. CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and written notification to proceed has been provided by AMBAG.

5. COORDINATION/STAFFING

- A. CONTRACTOR shall assign **Poonam Boparai as Project Manager** to personally participate in said project. AMBAG also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Contract shall be subcontracted, except as provided herein, without the prior, written authorization of the AMBAG.
- B. Services described in the Scope of Work shall be performed by Contractor's staff, Subcontractor(s) or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in the "Project Tasks/Services, Timeline, and Budget," Exhibit A, attached hereto and incorporated by this reference.

6. COMPENSATION

- A. AMBAG shall pay CONTRACTOR for services in the Project Tasks/Services as shown in Exhibit A. The proposed costs and are subject to budget approval by the AMBAG Board of Directors. In no event shall compensation, including any and all costs and expenses, as described in Exhibit A exceed TWO HUNDRED AND FORTY-TWO THOUSAND (\$242,000) without prior written consent of AMBAG.
- B. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal dated July 8, 2022, for all work performed included in the Project Tasks/Services. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this contract.
- C. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than personnel costs that are in the cost proposal and identified in the cost proposal and in the executed contract.

- D. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal dated July 8, 2022.
- E. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, Invoices shall be submitted monthly for work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved cost estimate and shall reference this contract number and project title.
- F. CONTRACTOR shall not commence performance of work or services until this contract has been approved by AMBAG and written notification to proceed has been issued by AMBAG. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- G. It is mutually understood between the parties that funding for this contract is contingent on State Budget passage and federal and state funding as well as reimbursement from Caltrans.

7. INVOICING

- A. Invoices for services must be presented to AMBAG no later than the tenth day of each month for the month prior. CONTRACTOR shall submit an invoice to AMBAG stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. AMBAG shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Contract. Payment of the invoices will be made to CONTRACTOR after acceptance of work product and approval by AMBAG.
- B. Prompt Payment to Subcontractor(s): A CONTRACTOR shall pay any Subcontractor(s) for satisfactorily completed work no later than ten (10) days of receipt of each payment from AMBAG. The ten (10) day period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with AMBAG's prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor performance, and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractor.
- C. Invoicing Format and Content: All invoices submitted to AMBAG for payment shall be sent directly to:

**Association of Monterey Bay Area Governments
ATTN: Accounts Payable
24580 Silver Cloud Court,**

Monterey, CA, 93940

1. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
 - i. AMBAG's "Bill To" information as stated in the above paragraph;
 - ii. Invoice number and/or billing number specified by CONTRACTOR. The invoice number must be unique for each invoice submitted;
 - iii. Invoice date;
 - iv. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Contract, or within any previous billing dates;
 - v. Percent of Task Completed;
 - vi. Total amount due for the billing period;
 - vii. Total Contract Value (as identified in 4A. above); and
 - viii. AMBAG Project Manager

8. FUNDING REQUIREMENTS

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only, if sufficient funds are made available to AMBAG for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or AMBAG governing board that may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

AMBAG has the option to void the contract under the termination clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

9. CONTRACT COMPLETION RETAINER

CONTRACTOR is prohibited from holding retainage from Subcontractor(s). Any delay or postponement of payment may take place only for good cause and with AMBAG's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code, if applicable. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONTRACTOR in the event of a dispute involving

late payment or nonpayment by the CONTRACTOR, deficient Subcontractor(s) performance, and/or noncompliance by Subcontractor(s). This clause applies to both DBE and non-DBE Subcontractor(s).

10. SATISFACTORY PERFORMANCE

Payment for services under this Contract is contingent upon AMBAG's determination that the performance of the CONTRACTOR has been satisfactory and beneficial to AMBAG in the sole discretion of the Executive Director.

11. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this contract. For breach or violation of this warranty, AMBAG shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. OWNERSHIP, CONFIDENTIALITY AND USE OF WORK PRODUCTS

- A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents, which are developed, compiled, or produced as a result of this Contract, whether or not completed, shall vest with AMBAG. AMBAG reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the data.
- B. AMBAG shall receive copyright and ownership to all data and materials delivered under this contract upon formal acceptance, except for those data and materials that are subject to ownership or copyright of others prior to the execution of this contract. No distribution of the original or derived works shall be made prior to acceptance by AMBAG unless specified in the task order or authorized by the contracting officer. The contractor may maintain copyright and ownership of all original or derived works which are not required submittals under this contract.
- C. Methodology and materials developed under this Contract are the property of AMBAG and may be used by AMBAG as it sees fit, including the right to revise or publish the same without limitation. CONTRACTOR shall not be liable for use of such methodology, materials, software logic, and systems for purposes other than that for which it is developed.
- D. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by CONTRACTOR. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is

generally known, or has become known, to the related industry shall be deemed confidential.

- E. The CONTRACTOR shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of AMBAG Legal Counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. CONTRACTOR shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the CONTRACTOR treats its confidential information, but in no case less than reasonable care.
- F. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Contract, are the property of AMBAG. AMBAG shall determine the disposition of all such property upon completion or termination of this Contract.
- G. AMBAG may utilize any Work Products or Related Work Materials provided by CONTRACTOR pursuant to this Contract, in any manner which AMBAG deems appropriate without additional compensation to CONTRACTOR.

13. TERMINATION

A. Termination of Convenience of AMBAG

AMBAG may terminate this Contract at any time by giving notice to the CONTRACTOR of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in this Contract, at the option of AMBAG, become AMBAG's property. If this Contract is terminated by AMBAG, as provided herein, AMBAG's only obligation shall be the payment of fees and expenses incurred prior to the termination date, for work deemed satisfactory and a benefit to AMBAG, in accordance with the cost provisions of this Contract.

B. Termination for Cause

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates any of the covenants, terms, or stipulations of this Contract, AMBAG shall thereupon have the right to terminate the Contract by giving not less than ten (10) calendar days written notice to the CONTRACTOR of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the CONTRACTOR under this Contract shall, at the option of AMBAG, become AMBAG property.

14. DISPUTES

AMBAG and CONTRACTOR are fully committed to working with each other throughout the Term of this Agreement and agree to communicate regularly with each other at all

times so as to avoid and minimize disputes. AMBAG and CONTRACTOR agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a question or controversy. AMBAG and CONTRACTOR each commit to resolving such dispute in an amicable, professional, and expeditious manner and agree to use the following procedure for resolving the dispute: (a) either party may give notice to the other of the dispute and will meet within three (3) business days to attempt to resolve the dispute; (b) a meeting or meetings shall be promptly between the representatives of the parties regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; (c) if within thirty (30) days after a dispute has arisen, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation; (d) the mediator shall be jointly selected by the parties, or failing agreement on the selection of a mediator within thirty (30) days after the parties fail to negotiate an informal resolution of any dispute, the mediator shall be a retired judge or justice selected by the supervising judge of the Civil Division of the Monterey County California Superior Court. In any mediation conducted pursuant to this section, the provision of the California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation; and € if the parties are not successful in resolving the dispute through the mediation, then the parties agree that the dispute shall be submitted to binding arbitration to a single arbitrator in accordance with the existing Rules of Practice of Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

15. AMENDMENT OF SCOPE OF WORK

The parties may amend the Scope of Work subject to mutual prior written modification of the Contract.

16. CORRECTION OF WORK

The performance of services or acceptance of information furnished by CONTRACTOR shall not relieve the CONTRACTOR from obligation to correct any defective, inaccurate or incomplete work subsequently discovered and all such work shall be remedied by the CONTRACTOR on demand without cost to AMBAG.

17. DELAYS AND EXTENSIONS

Time is of the essence concerning performance of this Contract; however, the CONTRACTOR will be granted time extensions for delays beyond the Contractor's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon in writing between the CONTRACTOR and AMBAG.

18. RETENTION OF RECORDS/AUDITS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable

and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractor, and AMBAG shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until AMBAG, Caltrans, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The State of California, Office of the State Controller, California Department of Transportation (Caltrans), FHWA, or any duly authorized representative of the Federal or State Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

19. SUBCONTRACTING

In accordance with Government Code Section 7550, CONTRACTOR agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between AMBAG and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to AMBAG for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR'S obligation to pay its subcontractor(s) is an independent obligation from AMBAG'S obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without prior written authorization by AMBAG, except that, which is expressly identified in the contract.

20. ASSIGNMENT

The Contract shall not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of AMBAG.

21. INDEMNIFICATION

To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend AMBAG (with legal counsel acceptable to AMBAG), its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including CONTRACTOR, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by CONTRACTOR in the performance of this Contract (including design defects and regardless of AMBAG's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of AMBAG. If the adjudicated or admitted sole negligence or willful misconduct of AMBAG has contributed to a loss, CONTRACTOR shall not be obligated to indemnify AMBAG for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by CONTRACTOR and shall continue to bind the parties after termination/completion of this Contract.

22. STATEMENT OF COMPLIANCE

A. CONTRACTOR'S signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103. During the performance of this Contract, CONTRACTOR and its subcontractor(s) shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractor(s) shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractor(s) shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

CONTRACTOR and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement(s).

CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The CONTRACTOR, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractor(s), including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Contract covers a program whose goal is employment.

- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
4. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

23. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Contract between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

24. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

25. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. AMBAG and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to AMBAG, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

26. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT

regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

27. DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR'S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to AMBAG.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

By signing and submitting the contract, the CONTRACTOR shall certify those clauses described in the "Debarment and Suspension Certification," Exhibit B attached hereto and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the CONTRACT.

28. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

29. INSURANCE/NOTIFICATION

Prior to the beginning, and throughout the duration, of the work, CONTRACTOR shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this contract and which is applicable to a given loss, will be available to AMBAG.

CONTRACTOR is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions with limits as specified below. Certificates of insurance shall be provided to AMBAG prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend and name AMBAG, its public officials, officers and employees as additional insured on the Commercial General Liability and Business Auto Insurance and hold harmless from any loss, damage or liability arising directly from any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage or liability arising from any act or omission by AMBAG, its officials, officers or employees.

CONTRACTOR shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- B. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000/claim.
- E. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with AMBAG within fifteen (15) days of execution of this Contract and prior to engaging any operation or activities set forth in this Contract. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) days written notice to AMBAG prior to the effective date of such cancellation or change in coverage.
- F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.
- G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming AMBAG, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by AMBAG and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance AMBAG.
- H. All insurance policies shall be issued by an insurance company currently authorized be the Insurance Commissioner to transact the business of insurance or in on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholder' Rating A- or higher and Financial Size Category Class VI or higher in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by AMBAG.

30. CONFLICT OF INTEREST

CONTRACTOR shall disclose any financial, business, or other relationship with AMBAG that may have an impact upon the outcome of this contract, or any ensuing AMBAG project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing AMBAG project, which will follow.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

CONTRACTOR shall at all times avoid conflicts of interest, or the appearance or perceived conflicts of interest, in the performance of this contract. CONTRACTOR shall file statements of financial interest on forms provided by AMBAG to the extent and at the times required by AMBAG's Conflict of Interest Code and applicable law.

CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

31. STATEMENT OF ECONOMIC INTEREST

If AMBAG determines CONTRACTOR comes within the definition of CONTRACTOR under the Political Reform Act (Government Code §87100), CONTRACTOR shall complete and file and shall require any other person doing work under this Contract to complete and file a "Statement of Economic Interest" with AMBAG disclosing CONTRACTOR and/or such other person's financial interests.

32. MERGER

This Contract shall constitute the entire Contract between the parties and shall supersede any previous contracts, whether verbal or written, concerning the same subject matter. No modification of this Contract shall be effective unless and until evidence by a writing is signed by both parties.

33. DEFAULT

If CONTRACTOR should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Contract, AMBAG may terminate this Contract by giving CONTRACTOR written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and beneficial to AMBAG and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the contract as the services satisfactorily rendered hereunder by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, however, that AMBAG may withhold payments not yet made to CONTRACTOR for the

purpose of setoff until such time as the exact amount of damages due AMBAG from CONTRACTOR is determined.

34. NO WAIVER OF BREACH/TIME

The waiver by AMBAG of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Contract. Time is of the essence in carrying out the duties hereunder.

35. THIRD PARTY BENEFICIARIES

Nothing contained in this Contract shall be construed to create and the parties do not intend to create any rights in third parties.

36. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

In the event either party brings an action or proceeding for damages arising out of the other's performance under this Contract or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Contract shall be construed and interpreted according to California law, and any action to enforce the terms of this Contract or for the breach thereof shall be brought and tried in the County of Monterey.

37. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of AMBAG and is not entitled to participate in any pension plan, insurance, bonus or similar benefits AMBAG provides its employees. In the event AMBAG exercises its right to terminate this Contract, CONTRACTOR expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.

38. TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold AMBAG harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR'S failure to pay, when due, all such taxes and obligations.

39. FEDERAL TAX FORMS

Prior to issuing the initial claim under this Contract, the CONTRACTOR shall submit Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification to the following address:

**Association of Monterey Bay Area Governments
ATTN: Accounts Payable
24580 Silver Cloud Court,
Monterey, CA, 93940**

or by FAX to: (831) 883-3755. Unless AMBAG receives a completed Tax Form W-9, payments for services performed under this CONTRACT shall be subject to federal backup withholding.

40. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- A. CONTRACTOR shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to AMBAG that CONTRACTOR has and will keep in effect during the term of this Contract all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice Contractor's profession and to do the work hereunder.
- B. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all employees of CONTRACTOR performing any services under this Contract have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to AMBAG for inspection.
- C. CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any AMBAG employee. For breach or violation of this warranty, AMBAG shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

41. FEDERAL AND STATE LOBBYING ACTIVITIES CERTIFICATION (43 CFR PART 18)

By signing this CONTRACT, the CONTRACTOR certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United

States Congress, an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant, the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR also agrees by signing this Contract that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and which exceed \$100,000 and that all such Subcontractor(s) shall certify and disclose accordingly.

42. CERTIFICATIONS AND ASSURANCES

A. CONTRACTOR shall adhere to the requirements contained in AMBAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of AMBAG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in AMBAG's OWP. Such requirements shall apply to CONTRACTOR to the same extent as AMBAG and may include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
2. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
3. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).

B. CONTRACTOR shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in AMBAG's OWP. Such assurances shall

apply to CONTRACTOR to the same extent as AMBAG, and include but are not limited, the following areas:

1. Standard Assurances
 2. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 3. Drug Free Work Place Agreement
 4. Intergovernmental Review Assurance
 5. Nondiscrimination Assurance
 6. DBE Assurance
 7. Nondiscrimination on the Basis of Disability
 8. Certification and Assurances required by the U.S. Office of Management and Budget
- C. The CONTRACTOR shall require its Subcontractor(s) to comply with these Certifications, and agrees to furnish documentation to AMBAG to support this requirement that all of its contracts with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

43. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to AMBAG.

44. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. The CONTRACTOR, subrecipient, or subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State or United States Department of Transportation (DOT) assisted contracts or in the administration of AMBAG's DBE Program. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as AMBAG deems appropriate, which may include but is not limited to:

1. Withholding monthly progress payments

2. Assessing sanctions
 3. Liquidated damages
 4. Disqualifying the contractor from future bidding as non-responsible
- B. The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.
 - C. The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.
 - D. It is the policy of AMBAG, Caltrans, and DOT, that the Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in DOT-assisted contracts. The CONTRACTOR and its Subcontractor(s) shall comply with the requirements of 49 CFR Part 26 and with AMBAG's DBE Program, as amended.
 - E. A "DBE Information Form" is attached hereto and incorporated herein by this reference as Exhibit D. Even if no DBE participation will be reported, the CONTRACTOR shall complete and sign such form at the time this Contract is executed
 - F. During the period of this Contract, the CONTRACTOR shall maintain records of all applicable subcontracts advertised and entered into germane to this Contract, documenting the actual DBE participation and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE Subcontractor(s) or vendor, and the total dollar amount actually paid each DBE Subcontractor(s) or vendor. Upon completion of the Contract, regardless of whether DBE participation is obtained, a summary of the DBE records shall be prepared, certified correct, and submitted on a form that shall be provided by AMBAG.

45. FLOW-DOWN PROVISIONS

Any subcontract entered into that exceeds \$10,000 as a result of this CONTRACT shall contain the following provisions of this Contract:

Section 4 (Coordination/Staffing); Section 6 (Invoicing); Section 8 (Contract Completion Retainer); Section 9 (Satisfactory Performance); Section 11 (Ownership, Confidentiality, and Use of Work Products); Section 12 (Termination); Section 13 (Disputes); Section 17 (Retention of Records/Audits); Section 20 (Indemnification); Section 21 (Statement of Compliance); Section 22 (Federal Changes); Section 23 (Energy Conservation); Section 24 (No Obligation by the Federal Government); Section 25 (Program Fraud and False or Fraudulent Statements and Related Acts); Section 26 (Debarment and Suspension Certification); Section 27 (Contracts Involving Federal Privacy Act Requirements); Section 28 (Insurance/Notification); Section 29 (Conflict of Interest); Section 36 (Independent Contractor); Section 39 (Compliance with Laws, Rules, and Regulations); Section 40 (Federal and State Lobbying Activities Certification (43 CFR Part 18)); Section

41 (Certifications and Assurances); and Section 42 (Cost Principles and Administrative Requirements); Section 43 (Disadvantaged Business Enterprise (DBE)).

46. INTERPRETATION

Notwithstanding the fact that one or more provisions of this Contract may have been drafted by one of the parties to this Contract, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

AMBAG:

Signature: _____

Name: Maura F. Twomey

Title: Executive Director

Association of Monterey Bay Area Governments (AMBAG)

Address: 24580 Silver Cloud Court, Monterey, CA 93940

Signature: _____

Name: Kristen Brown

Title: Board President

Association of Monterey Bay Area Governments (AMBAG)

Address: 24580 Silver Cloud Court, Monterey, CA 93940

CONTRACTOR:

Signature: _____

Name: Poonam Boparai

Title: Principal

Firm: Ascent Environmental, Inc.

Address: 1230 Columbia Street, Suite 440, San Diego, CA 92101-8517

APPROVE TO AS TO FORM:

By: _____

Don Freeman, AMBAG Legal

Counsel P.O. 05, Carmel CA 93921

EXHIBIT A. PROJECT TASKS/SERVICES, TIMELINE, AND BUDGET

COST ESTIMATE TEMPLATE – RFP ATTACHMENT A

Project: Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study

Consultant: Ascent Environmental, Inc.

Services will commence on 09/01/2022 and be fully completed on 06/30/2024.

Combined Overhead (%) +					204.76%	10.00%	
		Hours	Actual Rate/Hr	Loaded * Rate/Hr	Labor Amount	Total Due	Date
Task 1: Project Management							
Poonam Boparai	Principal-in-Charge	13	\$89.91	\$301.41	\$3,918.34	\$3,918.34	6/30/2024
Hannah Kornfeld	Project Manager	42	\$52.41	\$175.70	\$7,379.28	\$7,379.28	
Brenda Hom	Senior Climate Change Specialist	5	\$50.00	\$167.62	\$838.09	\$838.09	
Sam Ruderman	Lead Analyst/APM	44	\$41.35	\$138.62	\$6,099.28	\$6,099.28	
Sonam Sahu	Climate Change Analyst	3	\$36.54	\$122.50	\$367.49	\$367.49	
Lisa Merry	GIS Specialist	3	\$46.06	\$154.41	\$463.23	\$463.23	
Colby Brown	Land Use Forecast Lead	5	\$150.00	\$190.00	\$950.00	\$950.00	
Ya Wang	Land Use Forecast Support	3	\$150.00	\$190.00	\$570.00	\$570.00	
Ian Varley	CommunityViz Advisor	9	\$35.71	\$125.00	\$1,125.00	\$1,125.00	
		127.00				\$21,710.71	
Task 2: Creation of Carbon Stock Inventory							
Poonam Boparai	Principal-in-Charge	9	\$89.91	\$301.41	\$2,712.70	\$2,712.70	4/30/2024
Hannah Kornfeld	Project Manager	46	\$52.41	\$175.70	\$8,082.07	\$8,082.07	
Honey Walters	Technical Advisor	2	\$117.31	\$393.27	\$786.53	\$786.53	
Brenda Hom	Senior Climate Change Specialist	34	\$50.00	\$167.62	\$5,699.01	\$5,699.01	
Sam Ruderman	Lead Analyst/APM	90	\$41.35	\$138.62	\$12,475.81	\$12,475.81	
Sonam Sahu	Climate Change Analyst	114	\$36.54	\$122.50	\$13,964.46	\$13,964.46	
Lisa Merry	GIS Specialist	104	\$46.06	\$154.41	\$16,058.61	\$16,058.61	
Michele Mattei	Production Specialist	4	\$41.35	\$138.62	\$554.48	\$554.48	
Ian Varley	CommunityViz Advisor	28	\$35.71	\$125.00	\$3,500.00	\$3,500.00	
		431.00				\$63,833.66	
Task 3: Interface Development							
Poonam Boparai	Principal-in-Charge	2	\$89.91	\$301.41	\$602.82	\$602.82	4/30/2024
Hannah Kornfeld	Project Manager	6	\$52.41	\$175.70	\$1,054.18	\$1,054.18	
Lisa Merry	GIS Specialist	16	\$46.06	\$154.41	\$2,470.56	\$2,470.56	
Colby Brown	Land Use Forecast Lead	32	\$150.00	\$190.00	\$6,080.00	\$6,080.00	
Ya Wang	Land Use Forecast Support	40	\$150.00	\$190.00	\$7,600.00	\$7,600.00	
Ian Varley	CommunityViz Advisor	24	\$35.71	\$125.00	\$3,000.00	\$3,000.00	
		120.00				\$20,807.56	
Task 4: Development of Scenario Forecasts							
Poonam Boparai	Principal-in-Charge	10	\$89.91	\$301.41	\$3,014.11	\$3,014.11	4/30/2024
Hannah Kornfeld	Project Manager	48	\$52.41	\$175.70	\$8,433.47	\$8,433.47	
Honey Walters	Technical Advisor	2	\$117.31	\$393.27	\$786.53	\$786.53	
Brenda Hom	Senior Climate Change Specialist	48	\$50.00	\$167.62	\$8,045.66	\$8,045.66	
Sam Ruderman	Lead Analyst/APM	72	\$41.35	\$138.62	\$9,980.65	\$9,980.65	
Sonam Sahu	Climate Change Analyst	108	\$36.54	\$122.50	\$13,229.49	\$13,229.49	
Lisa Merry	GIS Specialist	68	\$46.06	\$154.41	\$10,499.86	\$10,499.86	
Colby Brown	Land Use Forecast Lead	20	\$150.00	\$190.00	\$3,800.00	\$3,800.00	
Ya Wang	Land Use Forecast Support	28	\$150.00	\$190.00	\$5,320.00	\$5,320.00	
Ian Varley	CommunityViz Advisor	20	\$35.71	\$125.00	\$2,500.00	\$2,500.00	
		424.00				\$65,609.76	
Task 5: Public/Stakeholder Participation							
Poonam Boparai	Principal-in-Charge	16	\$89.91	\$301.41	\$4,822.57	\$4,822.57	4/30/2024
Hannah Kornfeld	Project Manager	54	\$52.41	\$175.70	\$9,487.65	\$9,487.65	
Brenda Hom	Senior Climate Change Specialist	16	\$50.00	\$167.62	\$2,681.89	\$2,681.89	
Sam Ruderman	Lead Analyst/APM	80	\$41.35	\$138.62	\$11,089.61	\$11,089.61	
Michele Mattei	Production Specialist	8	\$41.35	\$138.62	\$1,108.96	\$1,108.96	
Corey Alling	Graphics Specialist	16	\$32.70	\$109.62	\$1,753.95	\$1,753.95	
		190.00				\$30,944.63	
Task 6: Prepare Climate Mitigation and Resiliency Study							
Poonam Boparai	Principal-in-Charge	10	\$89.91	\$301.41	\$3,014.11	\$3,014.11	6/30/2024
Hannah Kornfeld	Project Manager	30	\$52.41	\$175.70	\$5,270.92	\$5,270.92	
Brenda Hom	Senior Climate Change Specialist	14	\$50.00	\$167.62	\$2,346.65	\$2,346.65	
Sam Ruderman	Lead Analyst/APM	64	\$41.35	\$138.62	\$8,871.69	\$8,871.69	
Sonam Sahu	Climate Change Analyst	86	\$36.54	\$122.50	\$10,534.59	\$10,534.59	
Michele Mattei	Production Specialist	14	\$41.35	\$138.62	\$1,940.68	\$1,940.68	
Corey Alling	Graphics Specialist	14	\$32.70	\$109.62	\$1,534.71	\$1,534.71	
		232.00				\$33,513.34	
Other Direct Costs							
Spanish Interpretation	Reimbursement Expenses		\$0.00	\$0.00	\$1,500.00	\$1,500.00	6/30/2024
Administrative Costs	Reimbursement Expenses		\$0.00	\$0.00	\$1,722.00	\$1,722.00	
						\$3,222.00	
Total Hours:		1,524.00			Total Cost:	\$239,641.66	

* Loaded hourly rate: includes labor overhead, fringe benefit, and general administrative expenses (% of total direct labor cost)

Loaded hourly rate calculation: \$ actual hourly rate x (1 + combined of overhead & fringe %) x (1 + fee %)

Name and Title of Authorized Representative (typed)

Date

Signature of Authorized Representative

Date

SUBCONSULTANT LIST TEMPLATE – RFP ATTACHMENT B

PROPOSED SUBCONSULTANTS

Subconsultant Firm Name and Address	Scope of Work	Dollar Amount of Work
Manhan Group LLC	Land Use Forecast Scenario Development	\$24,320
City Explained, Inc.	CommunityViz Integration	\$10,125

Ascent Environmental, Inc.

Name of Firm

Poonam Boparai, Principal

Printed name and Title of Signatory



Signature

July 8, 2022

Date

Project Delivery Schedule

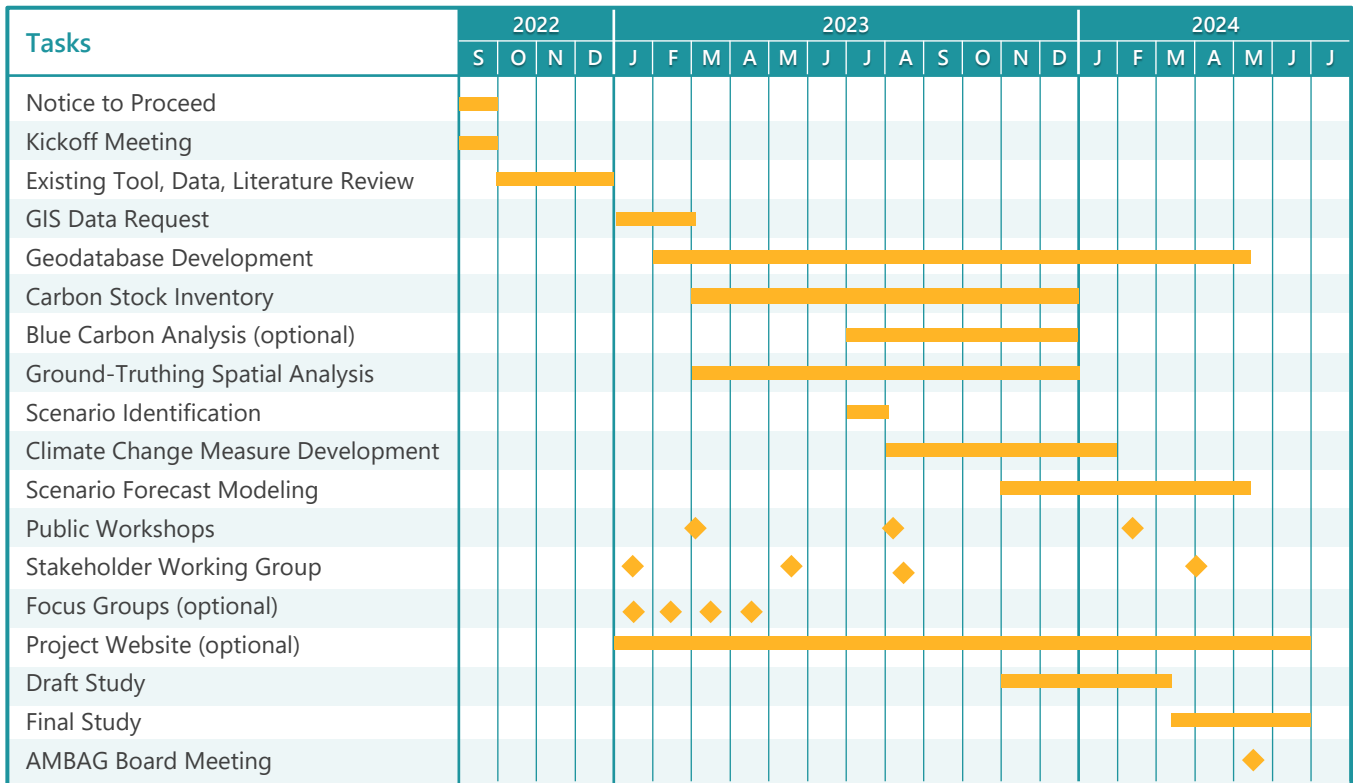


EXHIBIT B. DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to AMBAG.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

The certification in this clause is a material representation of fact relied upon by AMBAG. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to AMBAG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Name of Firm

Signature (original signature required)

Date

**EXHIBIT C. FEDERAL TAX FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION
NUMBER AND CERTIFICATION**

EXHIBIT D. DISADVANTAGED BUSINESS ENTERPRISES (DBE) INFORMATION FORM

USE OF DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Ascent has established teaming relationships with numerous Disadvantaged Business Enterprise (DBE) firms with a variety of technical expertise in geographies throughout California. We often call upon these firms to supplement our in-house expertise in service to our clients. While we strive to provide meaningful opportunities to our DBE teaming partners, our primary obligation is to our client's project needs. The technical skills and experience needed to complete this specific project are narrow and the size of team we are proposing is lean and efficient; therefore, we have not partnered with a DBE subconsultant for this project.

EXHIBIT E. CERTIFICATIONS

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attached code for the complete statutory language.

Current members of the AMBAG Board of Directors are attached.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any AMBAG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

___ YES

___ NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any AMBAG Director(s) in the three months following the award of the contract?

___ YES

___ NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude RAPS from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
 - (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.
- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission,
428 J Street, Suite 800,
Sacramento, CA 95814,
(916) 322-5660.

AMBAG Board of Directors

Agency	Representative	Agency	Representative
Capitola	Kristen Brown	Soledad	Anna Velazquez
Carmel-by-the-Sea	Karen Ferlito	Watsonville	Eduardo Montesino
Del Rey Oaks	Kim Shirley	County of Monterey	John Phillips
Gonzales	Scott Funk	County of Monterey	Mary Adams
Greenfield	Lance Walker	County of Santa Cruz	Greg Caput
Hollister	Rick Perez	County of Santa Cruz	Manu Koenig
King City	Carlos Victoria	County of San Benito	Betsy Dirks
Marina	Lisa Berkley	County of San Benito	Bea Gonzales
Monterey	Ed Smith		
Pacific Grove	Jenny Mc Adams	<u>Ex-Officio Members:</u>	
Salinas	Steve McShane	Caltrans District 5	
San Juan Bautista	John Freeman	MBARD	
Sand City	Mary Ann Carbone	CCCE	
Santa Cruz	Justin Cummings	MPAD	
Scotts Valley	Derek Timm	MST	
Seaside	Jon Wizard	SBtCOG	
		SCCRTC	
		SC METRO	
		TAMC	

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	3. Report Type: a. initial filing ____ b. material change For material change only: Year ____ quarter ____ Date of last report ____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier ____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address <i>if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the

application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Heather Adamson, Director of Planning

SUBJECT: Regional Early Action Planning Grants 2.0 Program Advanced Application Resolution

MEETING DATE: August 10, 2022

RECOMMENDATION:

Adopt Resolution 2022-19 authorizing AMBAG staff to submit an application with the State's Department of Housing and Community Development for an advance allocation of \$1,013,374 to support AMBAG's work related to the Regional Early Action Planning Grants 2.0 Program and delegating authority to the Executive Director to execute a State Standard Agreement, and any other documentation including amendments to secure the advance allocation.

BACKGROUND/DISCUSSION:

AB 140 (2021) resulted in the creation of the second iteration of the Regional Early Action Planning Grants' program (REAP 2.0). The REAP 2.0 Program provides funds to regional governments to accelerate housing production and facilitate compliance with the 6th Cycle of the housing element, including regional housing need allocations. In addition, REAP 2.0 is specifically designed to provide Metropolitan Planning Organizations (MPO) and other eligible entities with tools and resources to help implement and advance plans, primarily including Sustainable Communities Strategies (SCS) as part of Regional Transportation Plans to pursue greenhouse gas emission reduction targets through land use and transportation changes.

The REAP 2.0 Program will be administered by the California Department of Housing and Community Development (HCD) (Department), in collaboration with the Governor's Office of Planning and Research (OPR), the Strategic Growth Council (SGC), and the California Air Resources Board (CARB).

Most of the funds (\$510 million) will be allocated directly to the MPOs. The remaining funds are split into a set aside for non-MPO regions for smaller counties and Tribal Entities, as well as a Higher

Impact Transformative Allocation for all eligible entities. AMBAG's formula share of the MPO funding is \$10,133,742.41.

AMBAG is eligible to submit an advanced application to claim 10 percent of the funds to administer the REAP 2.0 program as well as to develop our regional REAP 2.0 program and conduct outreach activities. AMBAG expects to use the advance REAP 2.0 funding to manage and implement the program, develop our regional program framework, establish priorities, and conduct public and stakeholder outreach. At its May 11, 2022 meeting, the AMBAG Board approved resolution 2022-11 directing staff to submit the advanced application to HCD. AMBAG staff submitted the advanced application to HCD on May 31, 2022. As part of HCD's review of AMBAG's advanced application, HCD requested minor modifications to AMBAG's resolution. Attached is the revised resolution as requested by HCD.

Next Steps

Pending Board action, AMBAG will submit the revised resolution to HCD.

ALTERNATIVES:

The Board of Directors may choose not to approve Resolution 2022-19 authorizing the Executive Director to submit an advanced application for REAP 2.0 funding. AMBAG staff does not recommend this option because it will impact the development process for AMBAG's REAP 2.0 Program.

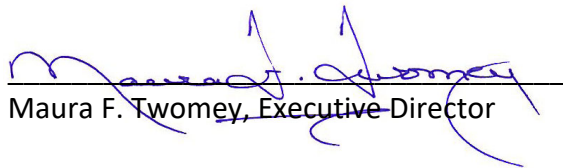
FINANCIAL IMPACT:

N/A

ATTACHMENTS:

1. Resolution 2022-19

APPROVED BY:



Maura F. Twomey, Executive Director

RESOLUTION FOR SUBMITTAL OF ADVANCE ALLOCATION REQUEST FOR THE REGIONAL EARLY ACTION PLANNING GRANTS 2.0 PROGRAM (REAP 2.0) AND DELEGATION OF AUTHORITY TO THE EXECUTIVE DIRECTOR

A necessary quorum and majority of the Board of Directors of the Association of Monterey Bay Area Governments, a Metropolitan Planning Organization, (“Applicant”) hereby consents to, adopts and ratifies the following resolution:

WHEREAS, the Department is authorized to provide up to \$510,000,000 to Metropolitan Planning Organizations and Councils of Government (“Applicant”) listed in Health and Safety Code Section 50515.08, subdivisions (a)(1)-(6) under the Regional Early Action Planning grants program (REAP 2.0), as detailed in Health and Safety Code Section 50515.08-10.

WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice and Request for Advance Allocation on January 3, 2022 for REAP 2.0 grants available to Metropolitan Planning Organizations and Councils of Government;

WHEREAS Applicant is a Metropolitan Planning Organization or Council of Government eligible to submit a Request for Advance Allocation pursuant to Health and Safety Code Section 50515.08(c)(3) to develop and accelerate the implementation of the requirements described in Health and Safety Code section 50515.08(c)(1) including, but not limited to, regional engagement in the development of the full application and of an education and outreach strategy.

WHEREAS the Department shall approve the advance allocation request, subject to the terms and conditions of Eligibility, Guidelines, NOFAs, Program requirements, and the Standard Agreement by and between the Department and REAP 2.0 Grant Recipients;

NOW THEREFORE BE IT RESOLVED THAT:

The Association of Monterey Bay Area Governments is hereby authorized and directed to request an advance allocation not to exceed \$1,013,374 (up to 10% of the amount allocated pursuant to Health and Safety Code section 50515.07(a) consistent with the methodology described in 50515.09(a)).

The Executive Director is authorized to execute the Advance Allocation Request, on behalf of the Association of Monterey Bay Areas Governments as required by the Department for receipt of REAP 2.0 funds.

When Association of Monterey Bay Area Governments receives an advance allocation of REAP 2.0 funds in the authorized amount of \$1,013,374 from the Department pursuant to the above referenced Advanced Allocation Request, it represents and certifies that it will use all such funds only for eligible activities as set forth in Health and Safety Code section 50515.08(c)(1), as approved by the Department and in accordance with all REAP 2.0 requirements, guidelines, all applicable state and federal statutes, rules, regulations, and the Standard Agreement executed by and between the Applicant Association of Monterey Bay Area Governments and the Department.

The Executive Director is authorized to enter into, execute, and deliver a State of California Standard Agreement for the amount of \$1,013,374, and any and all other documents required or deemed necessary or appropriate to evidence and secure the REAP 2.0 Advance Allocation, the Association of Monterey Bay Area Government's obligations related thereto and all amendments the Department deems necessary and in accordance with REAP 2.0.

PASSED AND ADOPTED at a regular meeting of the Association of Monterey Bay Area Governments this 10th day of August 2022 by the following vote:

AYES:____ ABSTENTIONS:____

NOES:____ ABSENT:____

Approving Officer:

Kristen Brown, President

Attesting Officer:

Maura Twomey, Secretary



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Heather Adamson, Director of Planning

SUBJECT: Vacation Accrual for Senior Planner

MEETING DATE: August 10, 2022

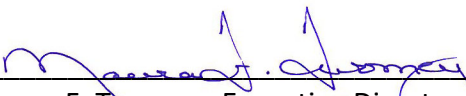
RECOMMENDATION:

Approve vacation accrual of 15 days per year for Christine Duymich, Senior Planner, effective July 1, 2022, as agreed by the AMBAG Executive Director.

BACKGROUND/ DISCUSSION:

On May 31, 2022 an offer of employment with AMBAG as a Senior Planner was made to Christine Duymich by the Executive Director. Given Ms. Duymich's more than 15 years of experience as a Planner with the Monterey Bay Air Resources District and a Project Manager working on environmental planning projects, the offer stated that vacation time would be accrued at 15 days per year commencing July 1, 2022. The normal AMBAG accrual for employees with five or more years of experience is 15 days per year as opposed to the 10 days per year normally accrued by new employees. Ms. Duymich accepted this offer and the offer letter was signed by Ms. Duymich and Ms. Twomey. As the vacation accrual represents an exception to AMBAG policy, the vacation accrual requires Board approval.

APPROVED BY:


Maura F. Twomey, Executive Director

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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Errol Osteraa, Director of Finance and Administration

SUBJECT: Financial Update Report

MEETING DATE: August 10, 2022

RECOMMENDATION:

Staff recommends that the Board of Directors accept the Financial Update Report.

BACKGROUND/ DISCUSSION:

The enclosed financial reports are for the 2021-2022 Fiscal Year (FY) and are presented as a consent item. The attached reports contain the cumulative effect of operations through May 31, 2022, as well as a budget-to-actual comparison. Amounts in the Financial Update Report are unaudited.

FINANCIAL IMPACT:

The Balance Sheet for May 31, 2022, reflects a cash balance of \$2,201,726.22. The accounts receivable balance is \$714,785.66, while the current liabilities balance is \$170,906.84. AMBAG has sufficient current assets on hand to pay all known current obligations.

AMBAG's Balance Sheet as of May 31, 2022, reflects a deficit Net Position in the amount of \$1,334.58. Although ABAG's Balance Sheet reflects a deficit Net Position, AMBAG's Profit and Loss Statement reflects an excess of revenue over expense of \$153,349.33. Changes in Net Position are to be expected throughout the fiscal year (FY), particularly at the beginning due to collection of member dues which are received in July and the timing of various year-end adjustments required after our financial audit.

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The following table highlights key Budget to Actual financial data:

Budget to Actual Financial Highlights
For Period July 1, 2021 through May 31, 2022

Expenditures	Budget Through May 2022	Actual Through May 2022	Difference
Salaries & Fringe Benefits	\$ 2,521,525.00	\$ 2,009,069.87	\$ 512,455.13
Professional Services	\$ 6,981,390.00	\$ 1,741,246.17	\$ 5,240,143.83
Lease/Rentals	\$ 83,417.00	\$ 74,206.07	\$ 9,210.93
Communications	\$ 22,733.00	\$ 16,616.39	\$ 6,116.61
Supplies	\$ 107,617.00	\$ 29,089.63	\$ 78,527.37
Printing	\$ 15,308.00	\$ 3,122.84	\$ 12,185.16
Travel	\$ 59,767.00	\$ 2,252.90	\$ 57,514.10
Other Charges	\$ 317,415.00	\$ 357,355.77	\$ (39,940.77)
Total	\$ 10,109,172.00	\$ 4,232,959.64	\$ 5,876,212.36
Revenue			
Federal/State/Local Revenue	\$ 10,147,802.00	\$ 4,386,308.97	\$ 5,761,493.03
Note: AMBAG is projecting a surplus, therefore budgeted revenues do not equal expenses.			

Revenues/Expenses (Budget to Actual Comparison):

The budget reflects a linear programming of funds while actual work is contingent on various factors. Therefore, during the fiscal year there will be fluctuations from budget-to-actual.

Professional Services are under budget primarily due to the timing of work on projects performed by contractors. Work is progressing on the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). This work is not performed in a linear fashion while the budget reflects linear programming. In addition, the Regional Early Action Planning Housing Program (REAP) provides \$7,931,311 in funding of which a large portion will pass through to partner agencies. It is in its early stages.

Since AMBAG funding is primarily on a reimbursement basis, any deviation in expenditure also results in a corresponding deviation in revenue. Budget-to-actual revenue and expenditures are monitored regularly to analyze fiscal operations and propose amendments to the budget if needed.

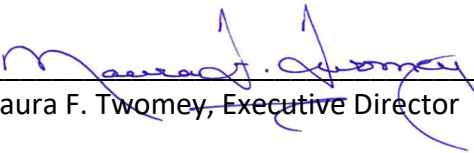
COORDINATION:

N/A

ATTACHMENTS:

1. Balance Sheet as of May 31, 2022
2. Profit and Loss: July 1, 2021 – May 31, 2022
3. Cash Activity for June 2022

APPROVED BY:



Maura F. Twomey, Executive Director

AMBAG
Balance Sheet - Attachment 1
As of May 31, 2022

	<u>May 31, 2022</u>		<u>May 31, 2022</u>
Assets		Liabilities & Net Position	
Current Assets		Liabilities	
Cash and Cash Equivalents		Current Liabilities	
Mechanics Bank - Special Reserve	300,669.46	Accounts Payable	27,599.49
Mechanics Bank - Checking	261,424.79	Employee Benefits	143,307.35
Mechanics Bank - REAP Checking	1,635,441.97	Mechanics Bank - Line of Credit	0.00
Petty Cash	500.00	Total Current Liabilities	<u>170,906.84</u>
LAIF Account	3,690.00		
Total Cash and Cash Equivalents	<u>2,201,726.22</u>		
Accounts Receivable		Long-Term Liabilities	
Accounts Receivable	714,785.66	Deferred Inflows - Actuarial	258,986.95
Total Accounts Receivable	<u>714,785.66</u>	Net Pension Liability (GASB 68)	1,888,153.69
		OPEB Liability	3,615.64
Other Current Assets		Deferred Revenue	1,688,605.33
Due from PRWFPA/RAPS	270.00	Total Long-Term Liabilities	<u>3,839,361.61</u>
Prepaid Items	3,737.45		
Total Other Current Assets	<u>4,007.45</u>	Total Liabilities	<u>4,010,268.45</u>
Total Current Assets	<u>2,920,519.33</u>		
Long-Term Assets			
Net OPEB Asset	96,473.00		
FY 2002-2003 Housing Mandate Receivable	82,186.00		
Allowance for Doubtful Accounts	(16,437.20)		
Deferred Outflows - Actuarial	533,833.49		
Deferred Outflows - PERS Contribution	272,963.59		
Total Long-Term Assets	<u>969,018.88</u>		
Capital Assets		Net Position	
Capital Assets	319,089.93	Beginning Net Position	(154,683.91)
Accumulated Depreciation	(199,694.27)	Net Income/(Loss)	153,349.33
Total Capital Assets	<u>119,395.66</u>	Total Ending Net Position	<u>(1,334.58)</u>
Total Assets	<u><u>4,008,933.87</u></u>	Total Liabilities & Net Position	<u><u>4,008,933.87</u></u>

AMBAG
Profit & Loss - Attachment 2
July - May 2022

	July - May 2022	July - May 2022
Income		
AMBAG Revenue		174,542.80
Cash Contributions		298,635.47
Grant Revenue		3,708,879.32
Non-Federal Local Match		204,251.38
Total Income		4,386,308.97
Expense		
Salaries		1,282,612.78
Fringe Benefits		726,457.09
Professional Services		1,741,246.17
Lease/Rentals		74,206.07
Communications		16,616.39
Supplies		29,089.63
Printing		3,122.84
Travel		2,252.90
Other Charges:		
BOD Allowances	12,700.00	
Workshops/Training	1,259.97	
GIS Licensing/CCJDC Support	15,108.00	
Energy Watch Travel/Classes/Events/Recruitment/Other	224.02	
REAP Travel/Classes/Events	3,560.69	
SB1/MTIP/MTP/SCS/OWP/Public Participation Expenses	27,746.80	
Recruiting	784.95	
Model Expenses	217.12	
Dues & Subscriptions	18,554.10	
Depreciation Expense	30,769.24	
Maintenance/Utilities	704.99	
Insurance	33,553.78	
Interest/Fees/Tax Expense	7,920.73	
Total Other Charges		153,104.39
Non-Federal Local Match		204,251.38
Total Expense		4,232,959.64
Net Income/(Loss)		153,349.33

AMBAG
Cash Activity - Attachment 3
For June 2022

Monthly Cash Activity	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22	May-22	June-22	TOTAL
1. CASH ON HAND													
[Beginning of month]	4,140,366.44	4,161,723.11	3,647,705.41	3,625,765.50	3,443,520.63	3,425,278.73	3,135,121.91	3,380,246.29	3,007,758.00	2,849,903.05	2,826,441.44	2,201,726.22	
2. CASH RECEIPTS													
(a) AMBAG Revenue	108,597.78	107,565.48	14,000.18	61,432.23	707,415.96	6,068.12	41,911.38	56,039.07	7,427.28	6,665.50	36,646.83	29,520.57	1,183,290.38
(b) Grant Revenue	180,907.52	21,585.44	193,707.79	0.00	0.00	0.00	378,169.08	309,021.44	198,259.93	234,123.72	37,243.14	395,512.94	1,948,531.00
(c) REAP Advance Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Borrowing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL CASH RECEIPTS	289,505.30	129,150.92	207,707.97	61,432.23	707,415.96	6,068.12	420,080.46	365,060.51	205,687.21	240,789.22	73,889.97	425,033.51	3,131,821.38
4. TOTAL CASH AVAILABLE	4,429,871.74	4,290,874.03	3,855,413.38	3,687,197.73	4,150,936.59	3,431,346.85	3,555,202.37	3,745,306.80	3,213,445.21	3,090,692.27	2,900,331.41	2,626,759.73	
5. CASH PAID OUT													
(a) Payroll & Related *	185,064.62	189,829.59	172,248.66	197,590.98	179,470.13	213,078.25	161,573.75	188,552.45	188,530.41	174,395.73	173,599.44	174,824.48	2,198,758.49
(b) Professional Services	18,658.78	334,934.61	32,380.92	30,636.83	531,139.86	65,623.12	5,800.19	518,521.81	157,896.98	57,051.60	497,198.11	42,312.48	2,292,155.29
(c) Capital Outlay	0.00	77,185.31	10,389.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87,574.44
(d) Lease/Rentals	12,500.53	6,550.66	6,942.40	7,112.08	6,642.99	6,326.00	979.73	12,913.50	6,663.78	6,382.00	7,454.83	942.90	81,411.40
(e) Communications	1,922.95	1,378.55	1,376.91	1,610.99	1,389.15	1,170.80	1,608.83	2,145.52	1,410.09	1,172.49	2,210.35	1,526.85	18,923.48
(f) Supplies	145.65	881.31	4,507.02	4,732.31	435.45	1,158.52	986.17	1,647.37	855.91	13,116.04	548.48	556.47	29,570.70
(g) Printing	0.00	0.00	0.00	0.00	0.00	1,191.20	0.00	0.00	683.98	0.00	0.00	1,247.66	3,122.84
(h) Travel	38.04	0.00	138.80	289.85	0.00	66.94	50.17	80.00	815.72	524.65	1,456.48	2,412.85	5,873.50
(i) Other Charges	49,818.06	32,408.59	1,664.04	1,704.06	6,580.28	7,610.11	3,957.24	13,688.15	6,685.29	11,608.32	16,137.50	3,562.62	155,424.26
(j) Loan Repayment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL CASH PAID OUT	268,148.63	643,168.62	229,647.88	243,677.10	725,657.86	296,224.94	174,956.08	737,548.80	363,542.16	264,250.83	698,605.19	227,386.31	4,872,814.40
7. CASH POSITION	4,161,723.11	3,647,705.41	3,625,765.50	3,443,520.63	3,425,278.73	3,135,121.91	3,380,246.29	3,007,758.00	2,849,903.05	2,826,441.44	2,201,726.22	2,399,373.42	



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Will Condon, Planner

SUBJECT: Draft Monterey Bay Metropolitan Transportation Improvement Program (MTIP) for FFY 2022-23 to FFY 2025-26

MEETING DATE: August 10, 2022

RECOMMENDATION:

Conduct a public hearing for the Draft Monterey Bay Metropolitan Transportation Improvement Program (MTIP) for FFY 2022-23 to 2025-26, providing general public an opportunity for comments.

BACKGROUND/ DISCUSSION:

In response to requirements pursuant to its designation as a Metropolitan Planning Organization (MPO), the Association of Monterey Bay Area Governments (AMBAG) prepares transportation plans and programs for the tri-county, Monterey Bay region consisting of Monterey, San Benito and Santa Cruz Counties.

The Draft Monterey Bay Metropolitan Transportation Improvement Program (MTIP) for FFY 2022-23 to 2025-26 is the region's short range transportation programming document that contains transportation improvement projects including public mass transit, highway, bridge, local road, bicycle and pedestrian projects proposed for funding based on anticipated available federal, state and local funds over the next four federal fiscal years (October 1, 2022 through September 30, 2026).

The Draft MTIP implements the *2045 Monterey Bay Area Metropolitan Transportation Plan (MTP)*, the 20 plus-year metropolitan transportation plan adopted by the AMBAG Board on June 15, 2022. In addition, projects in the programming document are consistent with the recent Short Range Transit Plans (SRTPs) of the public transit

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operators, Regional Transportation Improvement Programs (RTIPs) of the three regional transportation planning agencies, and Caltrans' 2022 State Transportation Improvement Program (STIP) and 2022 State Highway Operation and Protection Program (SHOPP).

The Draft MTIP represents a total of **\$1.68 billion transportation project investments (128 projects)** within the tri-county Monterey Bay Area over the four-year period. Staff will provide a detailed presentation on the MTIP program and process at the August 10, 2022 Board meeting. A copy of the Draft MTIP for FFY 2022-23 to FFY 2025-26 is separately enclosed with the agenda (**Attachment 1**) and will be also available on AMBAG website (www.ambag.org) for your review and comments.

AMBAG released the Draft MTIP for FFY 2022-23 to 2025-26 for **public review and comments from August 1, 2022 to August 30, 2022**. The Notice of Public Review, Comments and Hearing was published in local newspapers. Copies of the Draft MTIP are also made available for viewing and download at the websites listed below:

1. Association of Monterey Bay Area Governments: www.ambag.org
2. Santa Cruz County Regional Transportation Commission: www.sccrtc.org
3. Transportation Agency for Monterey County: www.tamcmonterey.org
4. Council of San Benito County Governments: www.sanbenitocog.org
5. Monterey-Salinas Transit: www.mst.org
6. Santa Cruz Metropolitan Transit District: www.scmttd.com

Written comments may be submitted to Will Condon, Planner at **wcondon@ambag.org**

A public hearing to receive public testimony on this document is set for:

When: Wednesday, August 10, 2022 no sooner than 6:00 p.m. (PDT) during the AMBAG Board of Directors meeting

Where: Remotely via GoToWebinar

In light of Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak and in accordance with Executive Order N-29-20 and AB 361, which allows public agencies to continue to use teleconferencing, the public hearing will be conducted virtually via GoToWebinar. The AMBAG Board of Directors will participate in the public hearing from individual, remote locations. Members of the public will need to attend the public hearing remotely via GoToWebinar. To participate via GoToWebinar, please register for the Wednesday, August 10, 2022 AMBAG Board of Directors meeting at: <https://attendee.gotowebinar.com/register/2607095325357917711>. You will be provided information and instructions for participation to join the public hearing.

Persons who wish to address the AMBAG Board of Directors on an item to be considered at this public hearing are asked to submit comments in writing at info@ambag.org by 5:00 pm on Tuesday, August 9, 2022 or provide verbal comments during the public hearing.

The AMBAG MTIP is scheduled for adoption at the **September 14, 2022** AMBAG Board of Directors meeting.

ALTERNATIVES:

There are no other viable alternatives. As per federal law, AMBAG is required to conduct a Public Hearing for the Draft MTIP.

FINANCIAL IMPACT:

Staff time for the Draft MTIP preparation and its maintenance is funded through federal funds and is programmed in the approved FY 2022-23 OWP.

COORDINATION:

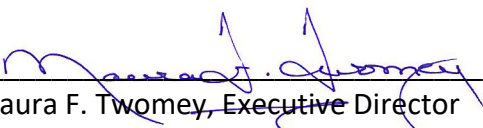
The proposed Draft MTIP is developed in coordination and consultation with the following partner agencies:

- California Department of Transportation (Caltrans)
- Council of San Benito County Governments
- Monterey-Salinas Transit
- Santa Cruz County Regional Transportation Commission
- Santa Cruz Metropolitan Transit District
- Transportation Agency for Monterey County

ATTACHMENT:

1. Draft Monterey Bay Metropolitan Transportation Improvement Program (MTIP) for FFY 2022-23 to FFY 2025-26 (separately enclosed)

APPROVED BY:


Maura F. Twomey, Executive Director

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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Heather Adamson, Director of Planning

SUBJECT: Draft 6th Cycle Regional Housing Needs Allocation Plan:
Appeals Public Hearing

MEETING DATE: August 10, 2022

RECOMMENDATION:

AMBAG will conduct a public hearing on the appeals received on the Draft 2023-2031 6th Cycle Regional Housing Needs Allocation (RHNA) Plan.

BACKGROUND:

California State Housing Element Law governs the process for local governments to adequately plan to meet the housing needs of everyone within their communities. The RHNA process is used to determine how many new homes, and the affordability of those homes, each local government must plan for in its Housing Element to meet the housing needs of households of all income levels.

As part of the RHNA process, State law (Government Code 65584 et seq.) requires AMBAG to develop a methodology to allocate a portion of the Regional Housing Need Determination (RHND) to every local government in the AMBAG Region. AMBAG received its 6th Cycle RHND of 33,274 units from HCD in late August 2021 for the planning period beginning June 30, 2023 and ending December 15, 2031.

RHNA Schedule

Key milestones are for development RHNA are shown in Figure 1.

Figure 1: RHNA Schedule

TARGET SCHEDULE	TASK
Spring - Fall 2021	Discussions with Planning Directors Forum on potential RHNA methodology options and factors
Summer – Fall 2021	Potential RHNA methodology options discussed by AMBAG Board
September 8, 2021	HCD presents at AMBAG Board Meeting
January 12, 2022	Approval of draft RHNA methodology by AMBAG Board
January – March 2022	HCD reviews draft methodology
April 13, 2022	Approval of final RHNA methodology by AMBAG Board
April 22, 2022	Release Draft RHNA Plan with RHNA allocations by jurisdiction
April 22 – June 6, 2022	Local jurisdictions and HCD may appeal RHNA allocation within 45 days of release of the draft RHNA plan/allocations
May 2022	AMBAG releases final 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) accommodating RHNA
June 7 – July 22, 2022	Local jurisdictions, HCD and the public may comment on appeals within 45 days of the close of the appeal period
June 15, 2022	Adoption of Final 2045 MTP/SCS AMBAG Board
August 10, 2022	AMBAG to hold public hearing on appeals received
September 14, 2022	AMBAG makes final written determination that accepts, rejects, modifies appeals and issues final proposed allocation plan
September 23, 2022	Release of Final RHNA Plan with RHNA allocations
October 12, 2022	Adoption of Final 2023-31 RHNA Plan with RHNA allocations by AMBAG Board
December 15, 2023	Jurisdiction's 6th Cycle Housing Elements are due to HCD

RHNA Development Process

The AMBAG Board of Directors approved the final RHNA methodology on April 13, 2022 and directed staff to prepare and release the Draft 2023-2031 6th Cycle RHNA Plan. The Draft 2023-2031 6th Cycle Plan was released on April 22, 2022. The release of the Draft RHNA Plan initiated a 45-day appeal period allowing a member jurisdiction or HCD to appeal for a

revision of the share of the regional housing need proposed to be allocated. (Gov. Code, § 65584.05(b).) The close of the appeal period was June 6, 2002.

RHNA Appeals Process

AMBAG received two appeals on the Draft 2023-2031 6th Cycle RHNA Plan which are included as Attachment 1. State law requires a 45-day comment period on any appeals received on the draft Plan which began on June 7, 2022 and ended on July 22, 2022. AMBAG received two comments on the appeals which is included as Attachment 2.

AMBAG will conduct a public hearing to consider all appeals filed and comments received on the appeals. (Gov. Code, § 65584.05(d).) Consistent with the requirements of the Brown Act, members of the public may submit written comments in advance of the meeting or provide oral comments at the meeting. Each appeal shall be heard individually before the AMBAG Board of Directors. The AMBAG Board will discuss and provide direction on each appeal. The AMBAG Board of Directors will take a preliminary vote determining the outcome for each appeal application. In the event an individual appeal involves a Board member or alternate's respective jurisdiction, the Board member or Board alternate may not participate.

RHNA appeals will be heard by the AMBAG Board of Directors. A Board member must recuse her/himself on the discussion and vote on an appeal affecting her/his jurisdiction. The basic structure for an appeals hearing is for the applicant to make an initial argument, to which AMBAG staff provides a response, followed by a rebuttal from the appellant. If a jurisdiction or HCD appeals another jurisdiction's allocation the procedures allow for the subject of the appeal to respond to the initial arguments and offer a rebuttal after the staff's response.

Following the rebuttal, there is time for public comment in advance of the Board's discussion and vote. Housing element law requires AMBAG to allocate all of the 33,274 units. If an appeal of a jurisdiction's RHNA allocation is successful, AMBAG must redistribute the RHNA units to other local jurisdictions. AMBAG will redistribute units to all local jurisdictions in proportion the jurisdiction's share of the RHND after appeals are determined and prior to the required distribution. Applicants whose appeals are upheld are not excluded from redistribution.

The AMBAG Board of Directors is required to make a final written determination that either accepts, rejects, or modifies each appeal and issue a proposed final allocation plan. (Gov. Code, § 65584.05(e).) The Board anticipates making this final written determination and issue a proposed final allocation plan at its September 14, 2022 meeting. The Final 2023-2031 6th Cycle RHNA Plan is scheduled to be released by September 23, 2022 pursuant to Gov. Code, § 65584.05(e).) The AMBAG Board of Directors will hold a public hearing in October to adopt a final allocation plan. (Gov. Code, § 65584.05(g).) For more information on the RHNA appeals, please visit: <https://ambag.org/plans/regional-housing-planning>.

AMBAG Staff Response to RHNA Appeals

AMBAG staff in consultation with our RHNA consultants have prepared responses to each of the RHNA appeals received by Sand City and Greenfield. The staff responses are included as Attachment 3. AMBAG staff recommends rejecting both appeals.

Next Steps

Following the RHNA appeals public hearing, the AMBAG Board of Directors will make a final written determination that either accepts, rejects, or modifies each appeal and issue a proposed final allocation plan. (Gov. Code, § 65584.05(e).) The Board anticipates making this final written determination and issue a proposed final allocation plan at its September 14, 2022 meeting. The Final 2023-2031 6th Cycle RHNA Plan is scheduled to be released by September 23, 2022 pursuant to Gov. Code, § 65584.05(e).)

ALTERNATIVES:

N/A

FINANCIAL IMPACT:

Planning activities for RHNA are funded with Regional Early Access Planning and Senate Bill 1 planning funds and are programmed in the Fiscal Year 2022-23 Overall Work Program and Budget.

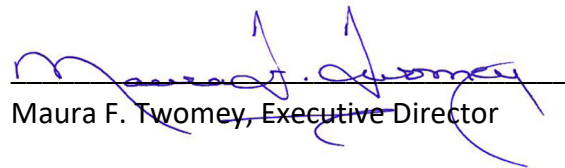
COORDINATION:

All RHNA planning activities are coordinated with the HCD, SBtCOG, and the Planning Directors Forum, which includes all the local jurisdictions within the AMBAG region.

ATTACHMENTS:

1. 6th Cycle RHNA Plan Appeals Received
 - a) Appeal from the City of Sand City
 - b) Appeal from the City of Greenfield
2. Comments Received on the 6th Cycle RHAN Plan Appeals
 - a. Comment letter from the HCD
 - b. Comment letter from the Mike Pisano
3. AMBAG Staff Response to Sand City and Greenfield's 6th Cycle RHNA Appeals

APPROVED BY:



Maura F. Twomey, Executive Director



Attachment 1.A

June 2, 2022

Heather Adamson, AICP
AMBAG Director of Planning
24580 Silver Cloud Court
Monterey, CA 93940

sent USPS standard, certified mail, email

RE: Draft 6th Cycle RHNA Plan and Sand City Allotment

Dear Ms. Adamson:

This correspondence is in response to the Draft 6th Cycle (2023-2031) RHNA Plan and the allotment of 260 units in this cycle of the RHNA allocation to the City of Sand City. According to the Department of Finance, the City has a 2022 estimated population of 372 persons. There are approximately 184 dwelling units within the City (8 of which are currently under construction). Requiring a RHNA allocation of 260 that is approximately 141% of the existing number of all existing residential units in the City is patently unreasonable. The allocation to Sand City fails to meet the requirement of Cal. Gov. Code section 65584(d)(1) that the RHNA plan allocates in a manner that is equitable within the region. By comparison, if applied to the City of Monterey, the allocation to Sand City would be equivalent to allocating approximately 42,600 units to the City of Monterey based on its population of approximately 30,218 residents. Instead, your allocation in the draft plan allocates 3,654 units to the City of Monterey.

In addition, the allocation to Sand City ignores additional factors that the methodology requires be observed. For example, you are required to consider “the availability of land suitable for urban development or for conversion to residential use, the availability of underutilized land, and opportunities for infill development and increased residential densities...” and “land preserved or protected from urban development under federal or state programs, or both, designed to protect open space... environmental habitats...” (AMBAG Draft 6th Cycle RHNA Plan, April 2022, page 20); Cal Gov. code section 65584(d)(2). Sand City is small in land area (approximately 347 acres), landlocked between other jurisdictions and the Monterey Bay, with development within constrained by the presence of environmentally sensitive species and habitat protected and regulated by both the U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife. About half of the City is located west of the Highway 1 freeway

City Hall
1 Pendergrass Way
Sand City, CA
93955

Administration
(831) 394-3054

Planning
(831) 394-6700

FAX
(831) 394-2472

Police
(831) 394-1451

FAX
(831) 394-1038

Incorporated
May 31, 1960

corridor within an appealable Coastal Zone overlay regulated by the City's Local Coastal Plan (LCP); yet subject to appeal to the California Coastal Commission (CCC). The CCC has previously imposed strict limits on coastal development in Sand City due to the Coastal Act's prioritization of public access, coastal recreation, and the preservation of sensitive coastal habitat over that of residential land use.

In addition, a majority of the City has already been re-zoned to either High Density Residential (R-3) or Planned Mixed Use, both enabling high density and multifamily residential development, consistent with Government Code Section 65584(d)(2) for infill and equitable housing opportunities and Government Code Section 65584(d)(3) for an improved relationship between jobs and housing. There are almost no other practical opportunities for re-zoning to accommodate additional residences without impacting the City's primary revenue source, its regional shopping centers.

The City understands the State-wide need for affordable housing and job/housing balance. However, in light of the above constraints and efforts already implemented by the City, it is inconceivable how the City could meet the goals of the current RHNA allocation. The City of Sand City requests AMBAG lower Sand City's allotment to a number that is actually achievable in light of its small size and noted constraints.

Sincerely,



Vibeke Norgaard
City Manager

cc: Mary Ann Carbone, Mayor
Sand City Council Members
Adam Lindgren, City Attorney
Charles Pooler, City Planner



City of Greenfield

PO Box 127 / 599 El Camino Real
Greenfield CA 93937
Phone: 831-674-5591 Fax: 831-674-3149
www.ci.greenfield.ca.us

June 6, 2022

Ms. Heather Adamson, AICP
Director of Planning
Association of Monterey Bay Area Governments
24580 Silver Cloud Court
Monterey, CA 93940
Via email: hadamson@ambag.org

Re: City of Greenfield Comments on Draft 6th Cycle (2023-2031) RHNA Plan

Dear Ms. Adamson:

The City of Greenfield is in a unique position as it prepares to implement Cycle 6 Regional Housing Needs Assessment (RHNA) numbers. On a per capita basis, Greenfield is the highest production jurisdiction in the entire AMBAG region for the production of very low-, low- and moderate-income level RHNA housing goals. Greenfield's filing of its 2021 Annual Progress Report (APR) to the State Housing and Community Development Department (HCD) indicates that Greenfield has met 96.6% of its very low-income housing target, 170.2% of its low-income housing target, and 100% of its moderate-income housing target, with two years remaining in the current Cycle 5 RHNA. The RHNA Progress summary table through 2021, which was submitted to and accepted by HCD staff, is included as Attachment 1 to this letter.

In addition, there are several more housing projects in the planning entitlement and building entitlement process, such that by the conclusion of Cycle 5 RHNA, Greenfield will have far surpassed its RHNA goals, especially with respect to very low-, low-, and moderate-income housing units. In doing so, Greenfield has substantially reduced the amount of appropriately-zoned vacant or underutilized properties, which negatively impacts its ability to accommodate the aggressive housing production targets in the draft Cycle 6 RHNA.

The Housing emergency legislation in Sacramento, such as SB 35 and SB 9 were fueled by jurisdictions who have not built housing in their communities. On the other hand, with respect to AMBAG's methodology for calculating of the Cycle 6 RHNA by jurisdiction, there appears to be no consideration of a jurisdiction's performance on the current RHNA cycle. All AMBAG jurisdictions saw at least a two- or three-fold increase in RHNA goals in Cycle 6, regardless of performance on housing production in Cycle 5. At a minimum, the Cycle 6 RHNA methodology should include an adjustment to the Cycle 6 goals to account for a municipality's exceedance of the Cycle 5 RHNA goals.

The City of Greenfield respectfully requests that the AMBAG methodology for Cycle 6 RHNA goals include an adjustment or credit towards Cycle 6 RHNA production, for any units produced in exceedance of the Cycle 5 RHNA goals. Such a carry-over credit is reasonable and fair, since as stated above, the exceedance of housing production in Cycle 5 RHNA does impact the City's available lands for production of new units in Cycle 6. A carry-over credit applied towards Cycle 6 RHNA would also be in keeping with the interests of the health, safety and welfare of the community. Core infrastructure needs must catch up with this development as the high housing production in Cycle 5 has strained the City's infrastructure and services, particularly with respect to waste-water facilities and water supply. In addition, PG&E has advised the City of future constraints on electrical and natural gas services for the Southern Salinas Valley area. PG&E reports that upgrades to both systems are necessary to support continued development and that such upgrades are likely years out.

The inclusion of a carry-over provision for excess production by income-category would implement an equitable approach to Cycle 6 RHNA goals and apportionments. Municipalities that have exceeded their prior cycle RHNA goals - and have done more than their share in helping address the region and State's housing goals have also strained existing infrastructure. There should be some relief provided for these jurisdictions. Ideally, the carry-over should be applied twice: first, using the latest HCD-accepted Annual Progress Report on housing production in the current RHNA cycle, with overage in housing production by income category credited against the unadjusted Cycle 6 RHNA objectives for that jurisdiction; and second, factored into the adjusted (with carry-over provision) Cycle 6 RHNA goals upon each remaining APR filing – i.e., once the 2022 APR is filed and again once the 2023 APR is filed. Thank you for consideration of these comments and suggestion for improvements for the Cycle 6 RHNA goals.

Please do not hesitate to contact me at pmugan@ci.greenfield.ca.us or 831-304-0333 should you have any questions regarding this letter. Thank you very much for your cooperation.

Sincerely,



Paul C. Mugan
Community Development Director

Paul Wood, CPA
City Manager

cc: Maura Twomey, AMBAG Executive Director
Greenfield City Council

Attachment

1. Greenfield 2022 Annual Progress Report Summary

Jurisdiction	Greenfield	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	87	4	-	49	-	-	-	-	-	-	84	3
	Non-Deed Restricted		-	-	-	-	-	31	-	-	-		
Low	Deed Restricted	57	27	12	14	-	-	-	-	-	-	97	-
	Non-Deed Restricted		-	-	-	-	-	-	44	-	-		
Moderate	Deed Restricted	66	-	-	-	-	-	-	-	-	-	66	-
	Non-Deed Restricted		22	-	2	-	-	6	36	-	-		
Above Moderate		153	3	2	7	2	5	52	-	-	-	71	82
Total RHNA		363											
Total Units			56	14	72	2	5	89	80	-	-	318	85

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Ave
Sacramento, CA 95833-1829
916) 263-2911 FAX: (916) 263-7453
www.hcd.ca.gov



July 21, 2022

Maura F. Twomey, Executive Director
Association of Monterey Bay Area Governments
24580 Silver Cloud Court
Monterey, CA 93940

Dear Maura F. Twomey:

RE: Comment on Appeals of the Draft Regional Housing Need Allocation (RHNA) Plan

The California Department of Housing and Community Development (HCD) appreciates the opportunity to comment on the two appeals that the Association of Monterey Bay Area Governments (AMBAG) has received regarding the draft RHNA plan. The appeal process is an important phase in the development of a RHNA plan that ensures that all relevant factors and circumstances are considered.

The only circumstances under which a jurisdiction may appeal are:

- 65584.05(b)(1): The council of governments failed to adequately consider the information regarding the factors listed in subdivision (e) of section 65584.04.
- 65584.05(b)(2): The council of governments failed to determine the share of the regional housing need in a manner that furthers the intent of the objectives listed in subdivision (d) of section 65584.
- 65584.05(b)(3): A significant unforeseen change in circumstances occurred in the local jurisdiction that merits a revision of the information submitted pursuant to subdivision (e) of Section 65584.04.

HCD urges AMBAG to only consider appeals that meet the statutory criteria.

Per Government Code section 65584.05(e)(1), AMBAG's final determination on whether to accept, reject, or modify any appeal must be accompanied by written findings. The findings must describe how the final determination is based upon the adopted RHNA allocation methodology and why any revisions made are necessary to further the statutory objectives of RHNA described in Government Code section 65584(d).

HCD has completed review of the appeals and offers the following comments. With regard to any appeal submitted according to Government Code section 65584.05(b)(1) that contends AMBAG failed to consider the lack of land suitable for development, Government Code section 65584.04(e)(2)(B) states the council of governments (COGs) may not limit its consideration of suitable housing sites to existing zoning and land use restrictions. COGs must consider the potential for increased development under alternative zoning and land use restrictions. Any comparable data or documentation supporting this appeal should contain an analysis of not only land suitable for urban

development, but land for conversion to residential use, the availability of underutilized land, and opportunity for infill development and increased residential densities. In simple terms, this means housing planning cannot be limited to vacant land, and even communities that view themselves as built out or limited due to other natural constraints such as fire and flood risk areas must plan for housing through means such as rezoning commercial areas as mixed-use areas and upzoning non-vacant land.

With regard to any appeal submitted related to Government Code section 65584.05(b)(2) that contends AMBAG failed to determine the RHNA in a manner that furthers the statutory objectives, it should be noted that HCD reviewed AMBAG's draft allocation methodology and found that the draft RHNA allocation methodology furthered the statutory objectives described in Government Code section 65584.

HCD acknowledges that many local governments will need to plan for more housing than in the prior cycle to accommodate a RHND that more fully captures the housing need and to accommodate statutory objectives of RHNA that shift more housing planning near jobs, transit, and resources. The Monterey Bay region's housing crisis requires each jurisdiction to plan for the housing needs of their community and the region. In recognition of this effort there are more resources available than ever before to support jurisdictions as they prepare to update their 6th cycle housing elements:

- Regional Early Action Planning (REAP) 2.0 – \$600 million investment to advance implementation of adopted regional plans. REAP 2.0 funding may be used for planning and implementation that accelerates infill housing development and reduces per capita vehicle miles traveled. <https://hcd.ca.gov/grants-funding/active-funding/reap2.shtml>.
- Prohousing Designation Program – Ongoing awards distributed over-the-counter to local jurisdictions with compliant Housing Elements and prohousing policies. Those awarded receive additional points or preference when applying to housing and non-housing funding programs including the Affordable Housing & Sustainable Communities (AHSC), Infill Infrastructure Grant (IIG), and Transformative Climate Communities (TCC).
- HCD also encourages all AMBAG local governments to consider the many other affordable housing and community development resources available to local governments, including the Permanent Local Housing Allocation program. HCD's programs can be found at <https://www.hcd.ca.gov/grants-funding/nofas.shtml>.

If HCD can provide any additional assistance, or if you, or your staff, have any questions, please contact Tyrone Buckley, Assistant Deputy Director of Fair Housing, tyrone.buckley@hcd.ca.gov.



Tyrone Buckley
Assistant Deputy Director of Fair Housing

Heather Adamson

From: Mike Pisano <mpisanoful@gmail.com>
Sent: Wednesday, June 8, 2022 8:53 AM
To: Heather Adamson
Subject: AMBAG Draft 6th Cycle RHNA Plan
Attachments: Property Tax Rates - CA Counties 2008.pdf; Summit Meeting 2-10-22.pdf

Hi AMBAG,

The recent appeals on the Draft 6th cycle RHNA plan are not viable as each city/county has more than enough underdeveloped land available to build the necessary residential units. For example, Scotts Valley had an opportunity to let Bay Photo build employee housing on their property, but they said no (each city has similar stories or purposeful costly delays).

I can appreciate each city not wanting to build extra housing as it is not a viable equitable solution as property tax does not bring in enough revenue to justify more housing. Santa Cruz County is at 13% for every dollar collected on Property Tax - while San Francisco is at 70% (This is an unfair split). Our Tri-county area should all be at 25%, but the cost of legislation to change Prop 13 would be about \$20 million dollars. I have attached information from a recent Supervisor Manu Koenig meeting to hopefully help effect change, and encourage more affordable housing.

2008 Numbers:**Prop 13 Set Rates**

- Our county gets one of the lowest shares of property taxes, despite having one of the highest shares of population in the unincorporated county.

County	% of Value in Unincorporated Area	% of Property Taxes to County
San Francisco	0%	70%
San Luis Obispo	50%	25%
Santa Barbara	46%	20%
Napa	47%	20%
Marin	28%	19%
Monterey	48%	16%
Santa Cruz	58%	13%



Thank You for your time and consideration
 Michael Pisano – Santa Cruz County

					Current Secured Tax	Property Tax	% of	
		Assessed Value	% of		in Total County	Revenue to	Property Taxes	
	Assessed Value	in Unincorporated	Assess Value in		(Approx 1% of	Each County	to County	
County	in Total County	Area of County	Unincorp Area		Assessed Value)	General Fund	General Fund	Discrepancy
San Francisco	\$130,004,478,543	-	0%		\$1,300,044,785	\$907,655,021	70%	-70%
Alpine	\$722,578,160	\$722,578,160	100%		\$7,225,782	\$4,471,493	62%	38%
Sierra	\$559,515,393	\$525,884,639	94%		\$5,595,154	\$3,016,313	54%	40%
Amador	\$4,580,089,518	\$3,384,851,277	74%		\$45,800,895	\$14,911,804	33%	41%
Trinity	\$1,073,682,276	\$1,073,682,276	100%		\$10,736,823	\$3,184,963	30%	70%
Tuolumne	\$6,319,640,283	\$5,795,976,052	92%		\$63,196,403	\$18,791,301	30%	62%
Inyo	\$3,500,152,254	\$3,098,386,034	89%		\$35,001,523	\$10,450,050	30%	59%
Mono	\$5,366,959,795	\$1,387,233,553	26%		\$53,669,598	\$16,053,630	30%	-4%
Mendocino	\$9,309,745,987	\$7,114,424,395	76%		\$93,097,460	\$27,044,904	29%	47%
Modoc	\$989,507,502	\$871,289,711	88%		\$9,895,075	\$2,735,250	28%	60%
Colusa	\$2,550,981,557	\$1,930,886,243	76%		\$25,509,816	\$6,826,376	27%	49%
Kern	\$79,198,986,938	\$48,256,253,136	61%		\$791,989,869	\$216,584,819	27%	34%
Mariposa	\$1,955,091,620	\$1,955,091,620	100%		\$19,550,916	\$5,070,187	26%	74%
Yuba	\$5,590,057,975	\$4,699,237,906	84%		\$55,900,580	\$14,227,069	25%	59%
Tehama	\$4,843,005,196	\$3,633,649,094	75%		\$48,430,052	\$12,298,597	25%	50%
San Luis Obispo	\$40,943,990,098	\$20,592,617,833	50%		\$409,439,901	\$100,695,998	25%	25%
Merced	\$20,357,037,135	\$9,225,148,045	45%		\$203,570,371	\$48,184,322	24%	21%
Kings	\$7,853,008,491	\$2,864,699,922	36%		\$78,530,085	\$19,048,417	24%	12%
Los Angeles	\$1,010,019,713,739	\$92,926,485,727	9%		\$10,100,197,137	\$2,441,016,559	24%	-15%
Lake	\$6,678,012,687	\$5,445,176,342	82%		\$66,780,127	\$15,199,819	23%	59%
El Dorado	\$26,968,207,448	\$21,954,358,983	81%		\$269,682,074	\$62,947,250	23%	58%
Plumas	\$3,959,166,127	\$3,819,505,457	96%		\$39,591,661	\$8,692,471	22%	74%
Siskiyou	\$4,023,729,679	\$2,746,860,005	68%		\$40,237,297	\$8,877,683	22%	46%
Sonoma	\$67,478,927,005	\$26,262,927,102	39%		\$674,789,270	\$151,207,516	22%	17%
Glenn	\$2,419,895,080	\$1,764,779,435	73%		\$24,198,951	\$5,052,523	21%	52%
Tulare	\$26,375,709,124	\$9,945,579,745	38%		\$263,757,091	\$54,942,343	21%	17%
San Joaquin	\$64,083,543,308	\$17,820,950,006	28%		\$640,835,433	\$133,420,665	21%	7%
Lassen	\$2,093,803,485	\$1,535,620,131	73%		\$20,938,035	\$4,208,825	20%	53%
Humboldt	\$9,994,853,377	\$5,968,123,065	60%		\$99,948,534	\$20,118,147	20%	40%
Napa	\$25,455,033,891	\$11,990,800,429	47%		\$254,550,339	\$50,169,049	20%	27%
Santa Barbara	\$58,263,332,909	\$27,056,143,538	46%		\$582,633,329	\$114,439,733	20%	26%
Calaveras	\$7,088,529,934	\$6,569,054,912	93%		\$70,885,299	\$13,635,338	19%	74%
Marin	\$52,554,005,358	\$14,604,547,091	28%		\$525,540,054	\$99,215,446	19%	9%
Del Norte	\$1,647,011,562	\$1,366,845,479	83%		\$16,470,116	\$2,970,337	18%	65%
Placer	\$57,654,914,123	\$24,073,478,293	42%		\$576,549,141	\$106,660,017	18%	24%
Sacramento	\$133,720,620,425	\$51,232,167,533	38%		\$1,337,206,204	\$243,718,027	18%	20%
Solano	\$46,415,656,374	\$4,282,430,557	9%		\$464,156,564	\$83,561,943	18%	-9%
Sutter	\$8,557,086,219	\$3,369,622,722	39%		\$85,570,862	\$14,190,857	17%	22%
Ventura	\$103,943,537,873	\$18,151,131,132	17%		\$1,039,435,379	\$179,882,104	17%	0%
Santa Clara	\$284,970,470,989	\$17,024,364,197	6%		\$2,849,704,710	\$472,462,911	17%	-11%
Monterey	\$51,579,833,274	\$24,852,472,816	48%		\$515,798,333	\$80,336,213	16%	32%

Alameda	\$193,743,077,525	\$16,865,600,751	9%		\$1,937,430,775	\$308,966,582	16%	-7%	
Madera	\$11,498,382,317	\$7,968,265,087	69%		\$114,983,823	\$17,090,950	15%	54%	
Nevada	\$15,973,938,406	\$9,003,068,398	56%		\$159,739,384	\$23,201,834	15%	41%	
San Benito	\$6,743,893,879	\$3,307,793,345	49%		\$67,438,939	\$10,197,871	15%	34%	
Imperial	\$10,233,444,219	\$4,441,356,439	43%		\$102,334,442	\$15,573,556	15%	28%	
San Mateo	\$132,938,103,700	\$15,062,996,389	11%		\$1,329,381,037	\$194,580,936	15%	-4%	
Shasta	\$15,627,392,486	\$6,652,606,928	43%		\$156,273,925	\$21,775,328	14%	29%	
Fresno	\$61,749,354,583	\$18,500,755,329	30%		\$617,493,546	\$87,862,914	14%	16%	
San Diego	\$386,925,410,225	\$66,418,897,263	17%		\$3,869,254,102	\$538,210,653	14%	3%	
Santa Cruz	\$33,343,349,993	\$19,298,384,687	58%		\$333,433,500	\$43,479,178	13%	45%	
Contra Costa	\$157,920,334,029	\$33,653,810,090	21%		\$1,579,203,340	\$205,375,072	13%	8%	
Butte	\$18,044,023,347	\$7,924,677,565	44%		\$180,440,233	\$22,403,675	12%	32%	
Riverside	\$237,388,487,198	\$64,320,178,778	27%		\$2,373,884,872	\$295,114,987	12%	15%	
Stanislaus	\$42,782,371,241	\$11,889,211,491	28%		\$427,823,712	\$47,776,722	11%	17%	
San Bernardino	\$176,135,269,285	\$32,054,356,100	18%		\$1,761,352,693	\$199,566,283	11%	7%	
Yolo	\$20,115,181,068	\$3,605,069,489	18%		\$201,151,811	\$19,407,148	10%	8%	
Orange	\$410,016,640,580	\$26,694,742,645	7%		\$4,100,166,406	\$264,470,010	6%	1%	
State Total	\$4,312,842,756,792	\$859,557,085,367	20%		\$43,128,427,568	\$8,113,229,989	19%	1%	

Summit Town Hall

Constituent Meeting



SUPERVISOR

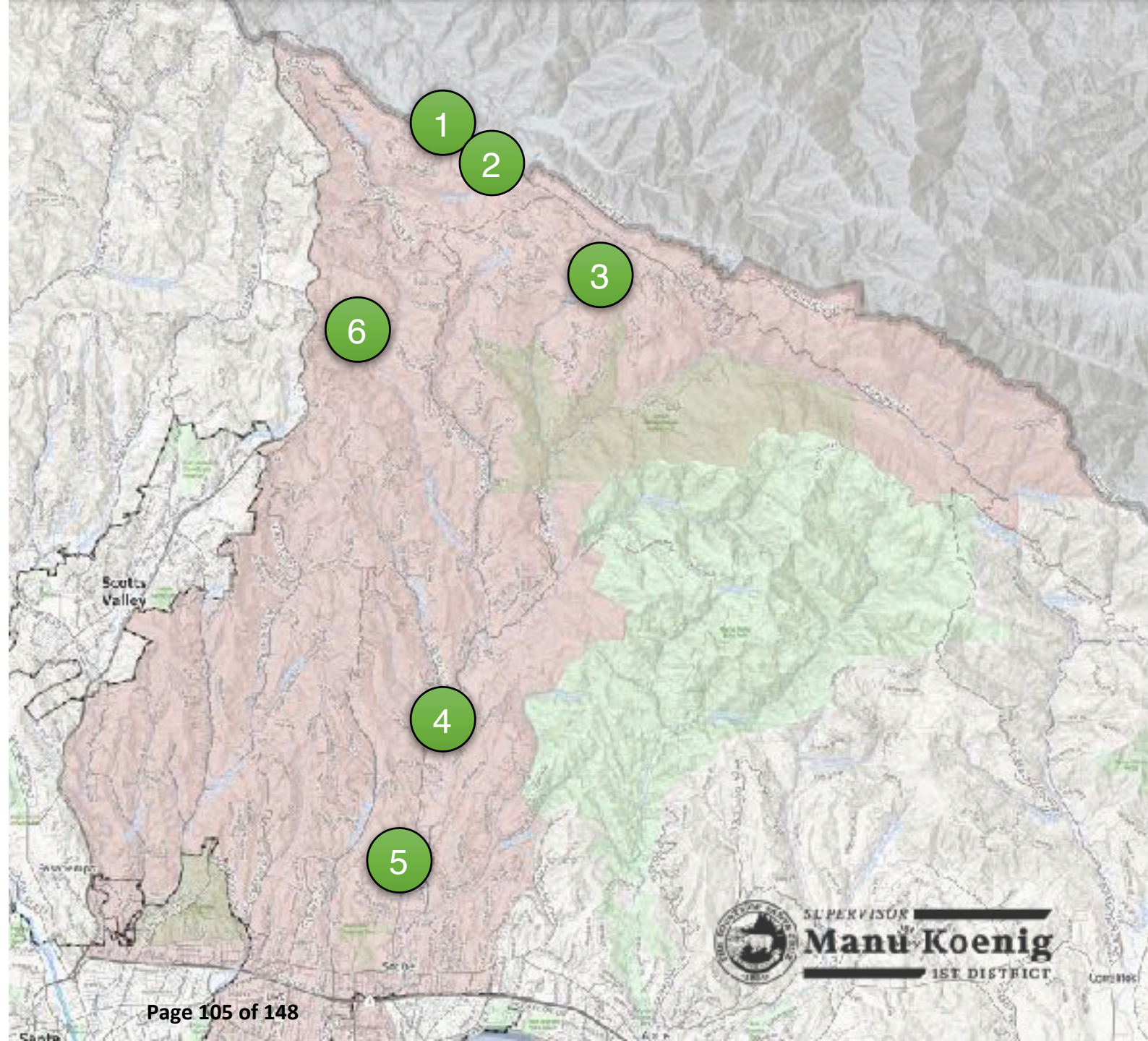
Manu Koenig

1ST DISTRICT

2.10.22

Agenda

1. Summit Shaded Fuel Break
2. Sheriff Substation Project
3. Fire Camera Update
4. Cell Tower/ Wireless Update
5. Soquel San Jose Resurfacing
6. Code Compliance - Laurel Rd
7. Generator Ordinance Revised
8. FireWise



1. Summit Shaded Fuel Break



Phase 1: Pilot project completed Fall 2021, 2 acres at the intersection of Summit Road and Soquel-San Jose Road. Funded by a PG&E grant.

Phase 2: RCD awarded \$585K from CALFIRE. Applying for permits for entire 5.7 mile project (HWY 17 to Mt Bache Rd). Anticipate completing 2.6 miles (60 acres) with the current grant in 2022 (Mt Bache Rd to Loma Prieta School). Additional \$300K grant applied for.

Matt Abernathy, RCD Forest Health Specialist
Cell: 408-355-3137
mabernathy@rcdsantacruz.org






Summit Road Shaded Fuel Break Map:



0 0.225 0.45 0.9 1.35 1.8 Miles

Legend

Phases

-  Proposed phase of Summit Road SFB
-  PG&E funded phase
-  Seek Future Funding

2. Sheriff Substation

- Working with Superintendent Grier (Loma Prieta School District), Supervisor Simitian, and Sheriff Smith (Santa Clara County) on joint staffing and renovation funding plan.
- One time costs ~ \$15K
- Timing can be before or after the rest of the building.
- Substation will be at the front of the building for ready ingress and egress.



SUPERVISOR
Manu Koenig
1ST DISTRICT

3. Fire Camera Update

- Three (3) new fire cameras scheduled to be installed before 2022 fire season. Locations:
 - Silver Mountain Winery (thanks Jerold!)
 - Watsonville Airport (PG&E)
 - Dream Inn, Santa Cruz (PG&E)
- <https://www.alertwildfire.org/region/centralcoast/>



4. Soquel San Jose Resurfacing and Multi-Modal Improvements

- \$1,455,000 awarded by the Regional Transportation Commission on 12/2/21 from state gas tax revenues.
- Will improve bike lanes, pedestrian crossings and resurface the bottom 3.15 miles of Soquel San Jose Rd (from Soquel Dr. To Laurel Glen Rd).
- Exact project date is dependent on the State making funds available.



5. Wireless Update

- **1931 Soquel San Jose Rd Cell Service Improvement Project.** Verizon anticipates beginning construction of this site by late February 2022.
 - Contact information and to request improved service in your area:
Maureen Cruzen, Verizon Municipal Engagement Partner
E: maureen.cruzen@verizonwireless.com
T: (925) 279-6638
- **Cruzio \$500K Broadband Award for Wireless Access Points.** Line of sight required.
- **Wireless Ordinance Update - March 9th Planning Commission**
 - Current ordinance is from 2003 and in "desperate need of an update."
 - Biggest change: **transition from discretionary to ministerial** process, unless in a sensitive area: scenic, historic, coastal zone, etc.
 - **More uniform approach to timelines, adoption of the FCC shot clocks (60 days).** Application deemed approved if shot clock expires
 - Denial of an application must be based on "substantial written evidence"
 - Denial cannot be based on environmental or health impacts
 - CPUC July 16, 2020, 72-hour backup power requirement effective July 2021. County ordinance will reiterate this requirement.



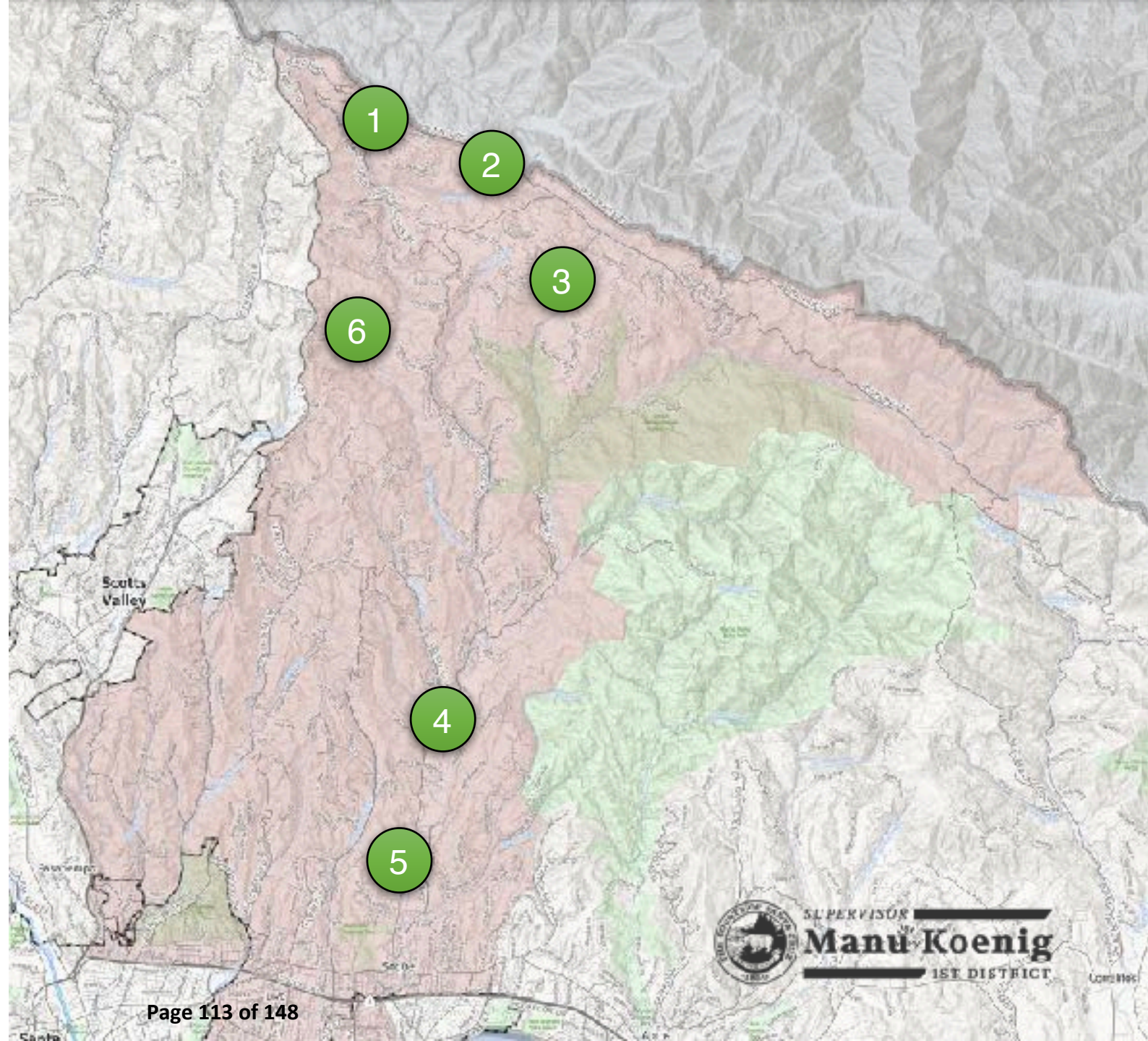
6. Code case update: 17195 Laurel Road/APN 09506226

- Code Compliance site visit 11/3, posted Notice of Violation and recorded it on 12/1 that includes:
 - 13.10.556 neglected property - outdoor storage of property and materials
 - 13.10.683(i) Parking or use of mobile homes, trailers, or RVs without a permit
 - 13.10.683(h) Parking or use of mobile homes, trailers, or RVs without a permit
- No contact has been confirmed with owner.
- The Notice of Violation begins a 90 day compliance window for the property owner. Next step is an Administrative Hearing, however service on Steve Rognas is near impossible. If he cannot be located to serve the notice, most likely a default judgement will be made. Once that judgement is handed down (possibly in March but more likely in April) Code Compliance will reassess the case to determine how to proceed.
- If anyone has information as to the whereabouts (or contact info) of Mr. Rognas please let our office know:
first.district@santacruzcounty.us
(831) 454-2200



Agenda

1. Summit Shaded Fuel Break
2. Sheriff Substation Project
3. Fire Camera Update
4. Cell Tower/ Wireless Update
5. Soquel San Jose Resurfacing
6. Code Compliance - Laurel Rd
7. Generator Ordinance Revised
8. FireWise



7. New Rules for Generators Approved

- Basics of proposal, allow 65dBA, but **limit operation from 7am to 10pm**. Exceptions for medical need. 5 decibel increase is considered noticeable but it's infrequent.
- Effectively **reduces setback standards from 45-75 feet to 25-45 feet**.
- Approved 12/7/21, will go into effect February 2022.



8. FireWise

- June 2021 - \$50,000 of funding allocated in 2021-2022 County Budget
- November 2021 - \$175,000 from the California Fire Safe Council awarded to fund an 18-month County-wide coordinator to organize hazardous fuel reduction, forest health, fire safety and Fire Wise community efforts. Grant was a collaboration between OR3, the Resource Conservation District, and dedicated Fire Safe Council of Santa Cruz County.
- 14 new Fire Wise communities created in 2021, 24 total.
- <https://www.firesafesantacruz.org/>



FIREWISE USA®
RESIDENTS REDUCING WILDFIRE RISKS



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1ST DISTRICT

8. FireWise Cont.

Firewise USA Recognized Communities in Santa Cruz County

Santa Cruz Mountains (including Bonny Doon)

Las Cumbres (2019)
Old Ranch Road (2021)
Pineridge Plus (2021)
Riva Ridge (2019)
Sunset Ridge Road (2019)
Marty Road (2020)
Terrace Grove (2020)
Bird Streets (2021) - Bonny Doon
Ellen Roads (2021)
Hutchinson Road (2021)
Westdale Firewise (2021) - Bonny Doon
Bonny Wood (2021) - Bonny Doon

San Lorenzo Valley

TangleWood Neighborhood (2020) - Felton
Forest Lakes (2021) – Felton
Lost Acre-Valhalla (2021) – Felton

Santa Cruz Environs

Prospect Heights (2019)
Paradise Park (2019)
Happy Valley (2021)
Highland/Hillcrest Terrace (2020)
B40FirewiseCharlie (2021)
Santa Cruz Gardens (2021)

Aptos and Soquel Area

Redwood Drive/Cathedral (2020)
Viewpoint Road (2021)
North Rodeo Gulch (2021)

What is the process?

Six steps to becoming Firewise USA recognized for the first year:

1. Form a steering committee with a few proactive neighbors
2. Collect neighborhood data for a Community Risk Assessment, and complete the assessment with input from a local Fire Professional.
3. Prepare a Multi-Year Plan, using observations from the Community Risk Assessment and neighborhood priorities
4. Complete one community education event related to wildfire risk reduction
5. Meet the minimum community investment criteria (1 hour or \$25 per household for the year)
6. Create a Firewise USA portal account, complete and submit your application.



Questions?

Ask Me Anything...



SUPERVISOR
Manu Koenig
1ST DISTRICT

Contact



First.District@SantaCruzCounty.us

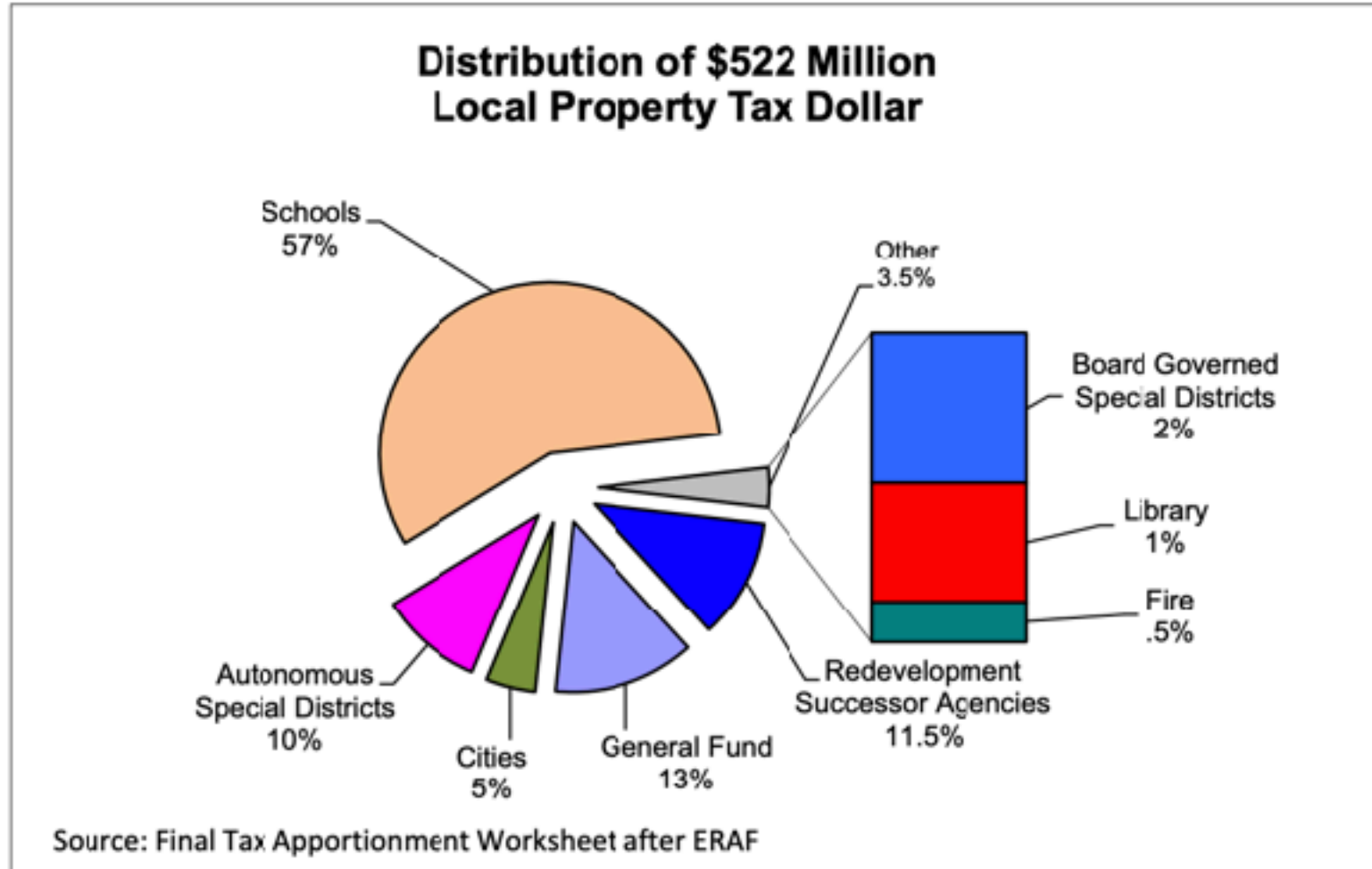


@1stSuperSCC

Thank You!

AUX

Where Do Your Property Taxes Go?

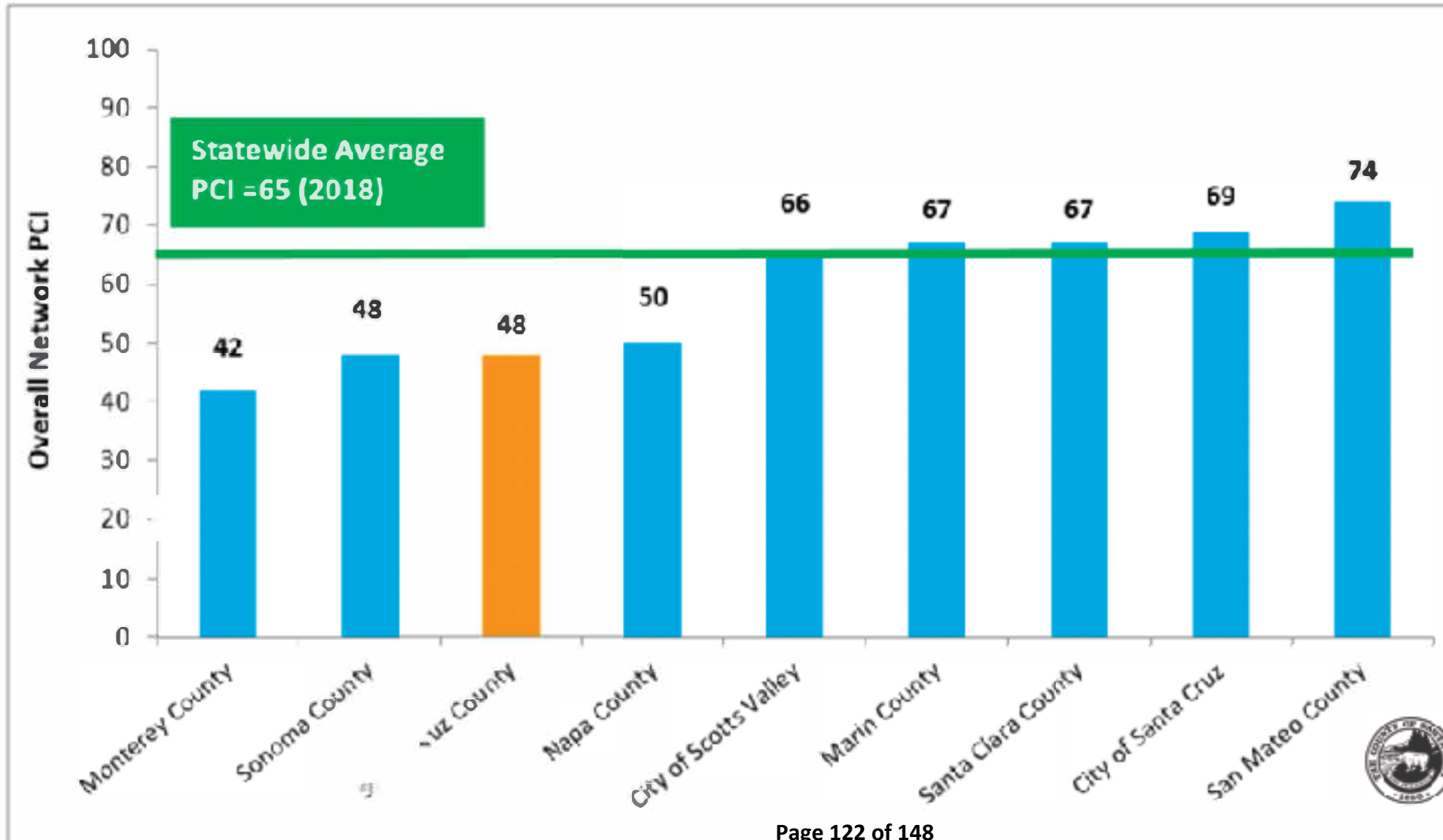


Prop 13 Set Rates

- Our county gets one of the lowest shares of property taxes, despite having one of the highest shares of population in the unincorporated county.

County	% of Value in Unincorporated Area	% of Property Taxes to County
San Francisco	0%	70%
San Luis Obispo	50%	25%
Santa Barbara	46%	20%
Napa	47%	20%
Marin	28%	19%
Monterey	48%	16%
Santa Cruz	58%	13%

PCIs of Neighboring Jurisdictions



Funding Sources

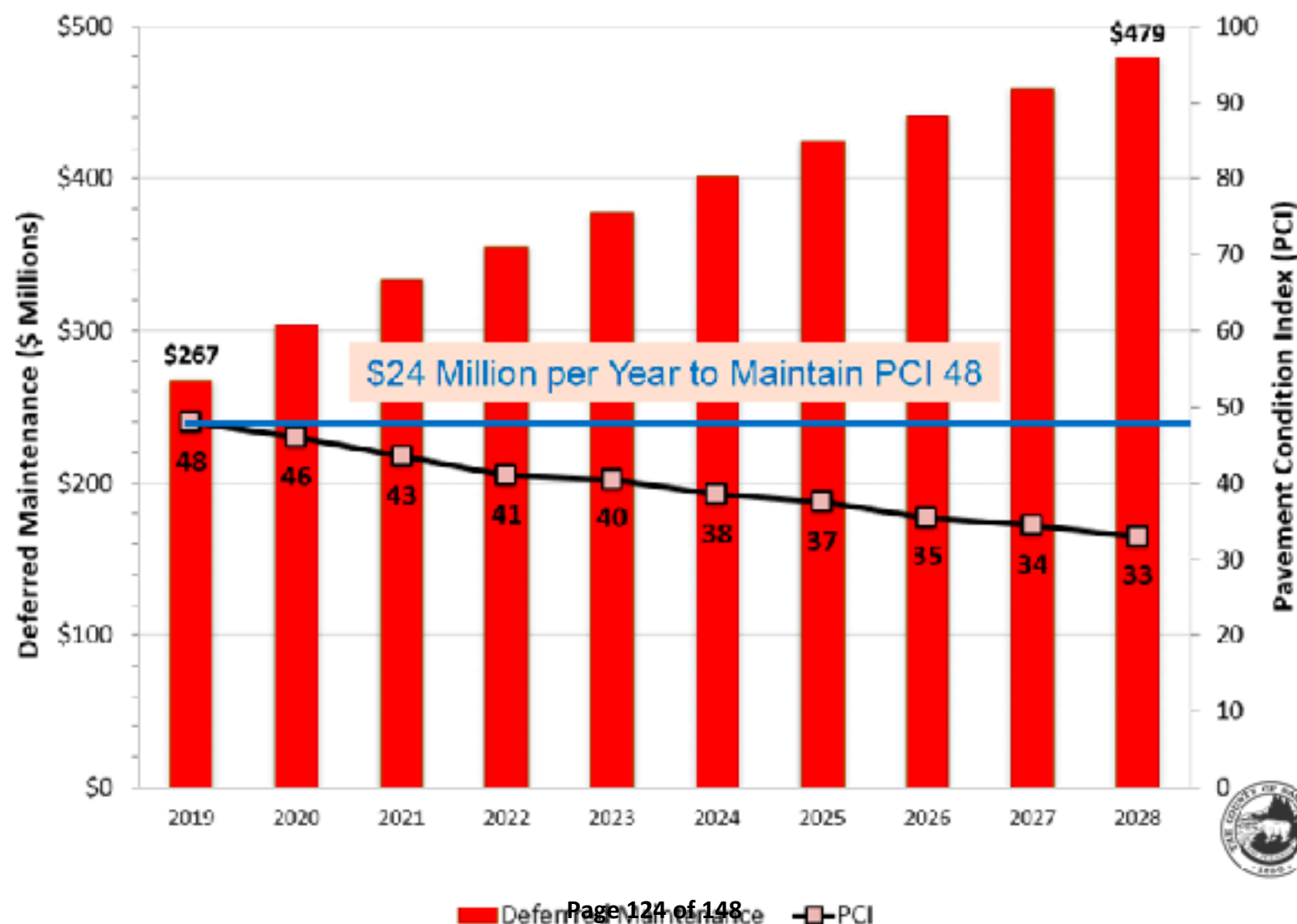
Forecasted Revenue Sources for the Pavement Management Program

Anticipated Revenue Sources Available for Pavement Maintenance

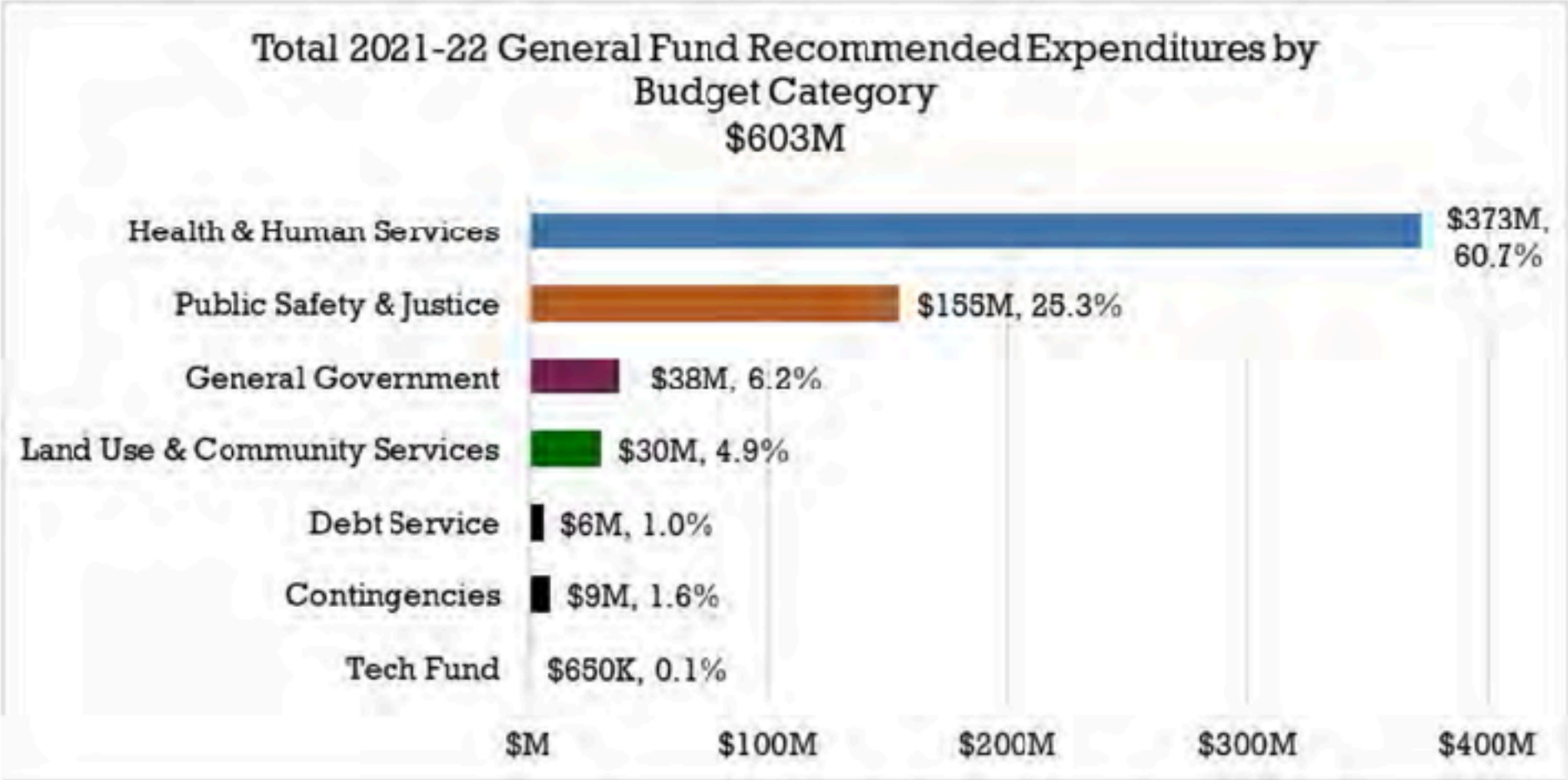
Fiscal Year	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29
Measure D	\$2,648,932	\$2,714,602	\$2,732,667	\$2,852,029	\$2,923,329	\$2,996,412	\$2,996,412	\$2,996,412	\$2,996,412	\$2,996,412
SB-1	\$0	\$0	\$1,171,750	\$2,318,000	\$2,490,000	\$3,698,000	\$3,938,000	\$4,206,000	\$4,206,000	\$4,206,000
Refuse Vehicle Impact Fee	\$700,000	\$1,400,000	\$1,443,000	\$1,470,000	\$1,516,000	\$1,516,000	\$1,516,000	\$1,516,000	\$1,516,000	\$1,516,000
Assumed Grant Funding (RSTP, STBG, & STIP)	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000
HUTA Funds	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total:	\$4,607,932	\$5,364,602	\$6,497,217	\$7,749,029	\$8,029,329	\$9,310,412	\$9,550,412	\$9,818,412	\$9,818,412	\$9,818,412

Forecasted Funding Level of \$8M per Year

Overall PCI drops to 33 over 10 years
Unfunded Backlog increases from \$266M to \$479M



County General Fund



Back of the Envelope: Filling the Road Funding Gap

Increase County Property Tax Share to 20% - \$23M*

1/2 Cent Sales Tax (50% towards roads) - \$4M

Other Taxes & Fees

- TOT - \$2M
- Cannabis Cultivation (2x) - \$5M
- Event Permits - \$2M

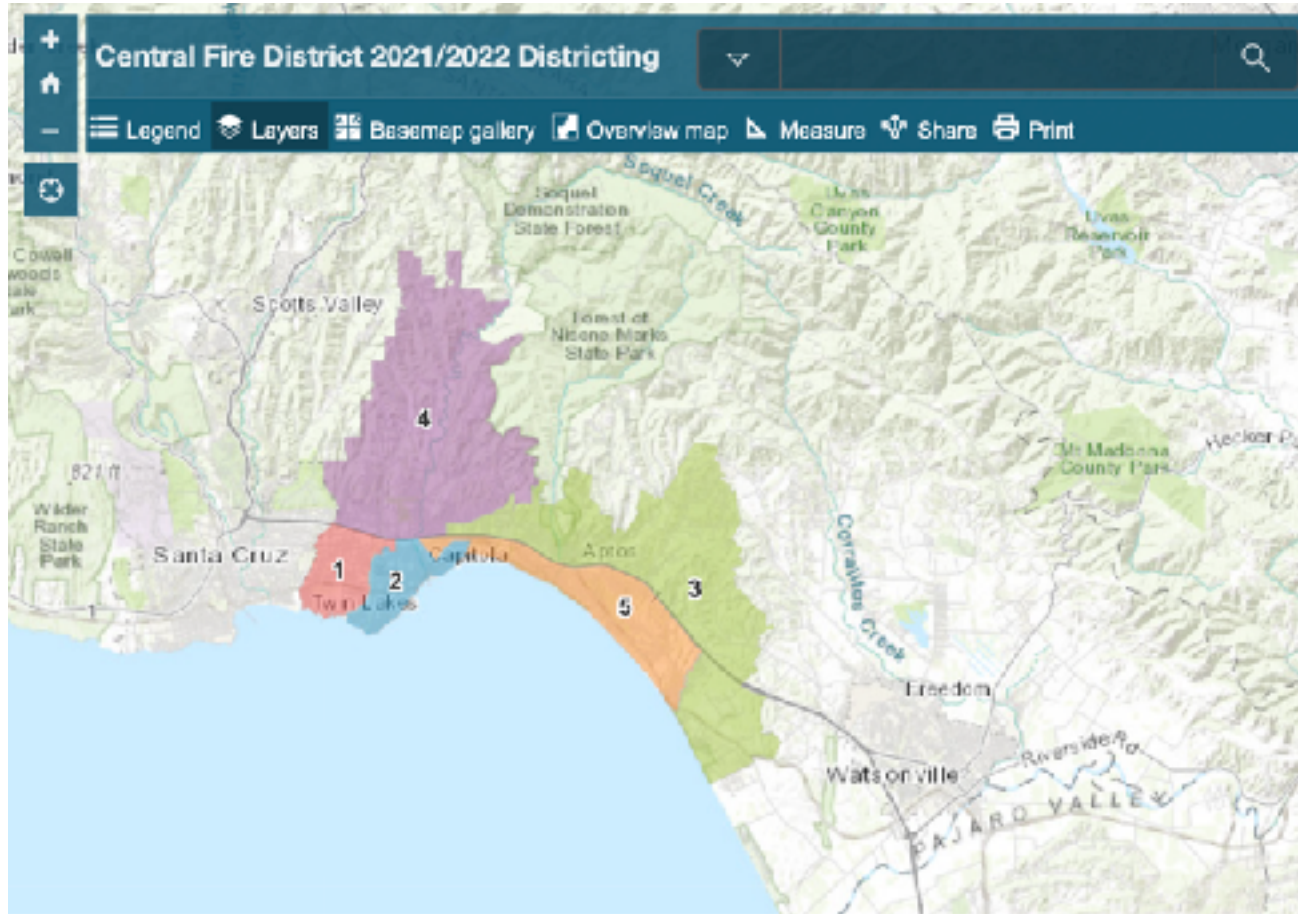
Fair Share of Gas Tax Revenues (RTIP) - \$2M

Cuts to General Government - \$1M

Additional Road Funding Needed to Maintain PCI - \$16M

*2008 dollars

Central Fire District Elections



- More info: centralfiresc.org
- Comment: publiccomments@centralfiresc.org.

Minimum Fire Safe Regulations - “Substandard” Roads

Board of Forestry and Fire Protection

- The Board of Forestry and Fire (BOF) held a Public Hearing regarding this item on June 22nd.
- The BOF Board did not take any action on this item on June 22nd.
- They received letters of opposition from several residents, government officials and even fire personnel regarding the proposed changes.
- Biggest take away was intention was to make communities safer, but one size does not fit all.
- BOF is revising their proposed draft based on public comments.



SERFR/Jet Noise Update

- Met with FAA, Supervisory Senior Advisor
- Met with Roundtable Chair Mary-Lynn Bernald
- SCSC Roundtable was disbanded 11/11 as a result of Santa Clara Cities Association removing themselves as fiscal sponsor
- SFO RT will not expand beyond inviting E Palo Alto and Colma
- Send comments to our congressional leaders requesting a change to the flight path studied by the FAA at:

Rep Anna Eshoo

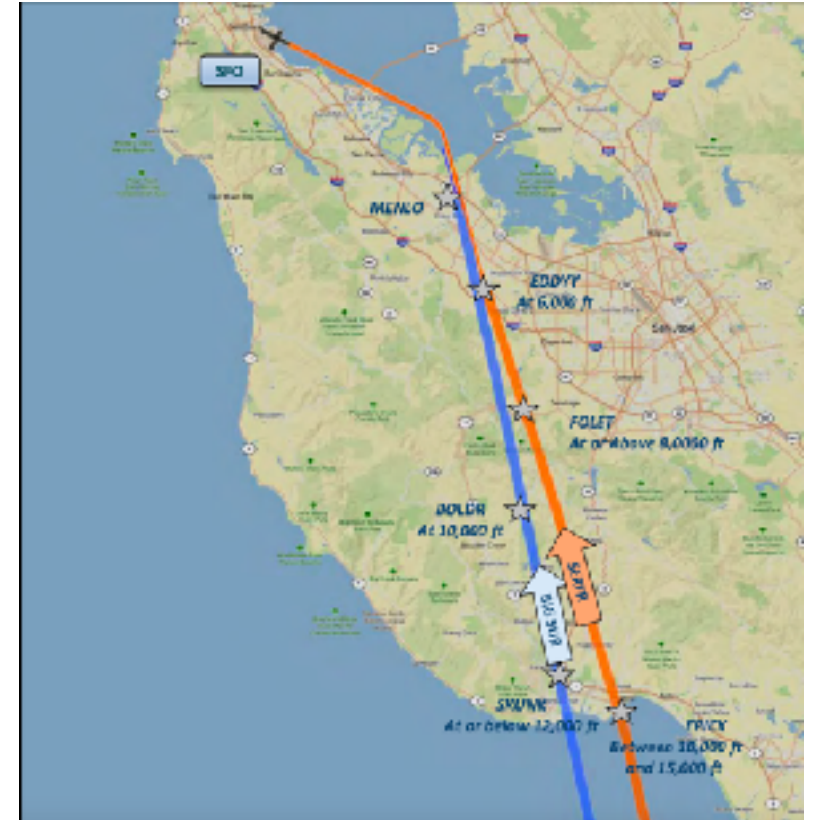
<https://eshoo.house.gov/contact/email-me>

(650) 323-2984

Rep Jimmy Panetta

<https://panetta.house.gov/contact/email>

(831) 429-1976



County Fire Equipment Update

Equipment replacement due to cost savings on CAL FIRE contract and increased revenues from the 2019 ballot measure. 6 vehicles ordered 2 put into service:

- 1994 Water Tender 3251 in Bonny Doon. Replacement *ordered*, expected to arrive in 2022.
- 1993 Rescue 4161 in Corralitos replacement *ordered* and should be arriving soon.
- 1995 Rescue 3761 in Davenport replacement *ordered* and should be arriving soon.
- 2008 Engine 4111 in Corralitos replacement has been *ordered* and will arrive in 2022. It will then be downgraded to reserve status and replace our current reserve engine there which is a 1991.
- 1998 Engine 3721 in Davenport replacement has been *ordered* and will arrive in 2022.
- 2011 Fire Marshal replacement vehicle *ordered* and should be arriving soon as well as vehicle for second Fire Marshal position that was added in 2020 and hasn't had a vehicle.
- **Two new Type 3 engines were put into service in 2019 and were the first Type 3 engines in the County fire fleet. They are currently stationed in Loma Prieta and Las Cumbres.**

In 2022 we will likely order one more Type 3 engine for Corralitos so that all 5 companies have a Type 3 engine.

Speaking specifically about Loma Prieta in District 1 our current fleet is as follows:

- 2017 Water Tender (purchased with community funds and donated to County Fire)
- 2015 Type 1 engine
- 2018 Type 3 engine
- 1999 Rescue 3661 was replaced in the last 5 years



“The plan is for each company to have a Water Tender, Type 1 engine, Type 3 engine and a rescue/utility vehicle.”

- Chief Nate Armstrong



City of Sand City Appeal of Draft 6th Cycle RHNA Allocation and AMBAG Staff Response

OVERVIEW

Jurisdiction: City of Sand City

Summary: The City of Sand City requests AMBAG lower Sand City's allotment to a number that is "achievable in light of the City's small size and constraints" based on the following issue:

- AMBAG failed to determine the jurisdiction's Draft Allocation in accordance with the Final RHNA Methodology and in a manner that further, and does not undermine, the RHNA objective listed in Government Code section 65584, subd. (d)(1).

Staff Recommendation: Deny the appeal.

BACKGROUND

Draft RHNA Allocation

Following adoption of the Final RHNA Methodology, the City of Sand City received the following draft RHNA allocation:

	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Total
Sand City	59	39	49	113	260

Comments Received During the 45-Day Comment Period

AMBAG received two comments during the 45-day public comment period described in Government Code section 65584.05(c). None of the comments related specifically to Sand City's appeals. All comments received are available on the AMBAG website.

Statutory Grounds for Appeal

The only circumstances under which a jurisdiction may appeal are identified in Government Code section 65584.05(b)(1-3) as follows:

- 1) The council of governments failed to adequately consider the information submitted pursuant to subdivision (b) of section 65584.04.
- 2) The council of governments failed to determine the share of the regional housing need in accordance with the information described in, and the methodology established pursuant to, Section 65584.04, and in a manner that furthers and does not undermine the intent of the objectives listed in subdivision (d) of Section 65584.
- 3) A significant and unforeseen change in circumstances has occurred in the local jurisdiction or jurisdictions that merits a revision of the information submitted pursuant to subdivision (b) of Section 65584.04.

The City of Sand City states its RHNA allotment “fails to meet the requirement of Cal. Gov. Code section 65584(d)(1)”. Thus, AMBAG considers Sand City’s appeal to fall within Government Code section 65584.05(b)(2).

ANALYSIS

Issue 1: The City of Sand City argues that the RHNA Methodology fails to further RHNA Objective 1, related to increasing the housing supply in all jurisdictions in the region in an equitable manner, noting the City’s small size and its landlocked location between other jurisdictions, the Monterey Bay, and protected habitat. The City of Sand City asserts, based on the jurisdictions’ population of residents, its RHNA allocation of 260 units is not equitable in comparison with other jurisdictions’ allocations, such as the City of Monterey. The City requests an adjustment to its RHNA allocation to a number lower than the 260 units currently required by AMBAG’s RHNA Plan.

AMBAG Staff Response: Specifically, the City of Sand City alleges the RHNA allocation “fails to meet the requirement of Cal. Gov. Code section 65584(d)(1)”, which relates to the statutory objective of “[i]ncreasing the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner, which shall result in each jurisdiction receiving an allocation of units for low- and very low income households.” (Gov. Code, § 65584(d)(1).)

Regarding this RHNA objective, HCD made the following findings in approving AMBAG’s methodology:

“On a per household basis, the methodology generally allocates more shares of RHNA to jurisdictions with more high-income households. Additionally, due to the income adjustment, these higher income jurisdictions receive much higher lower income RHNA allocations relative to their existing share of households. Lastly, jurisdictions with higher percentages of owners and single-family units receive a higher percentage of lower income RHNA relative to their total allocation.”

While Sand City is correct in their assessment that their RHNA allocation per capita is high relative to other jurisdictions, AMBAG’s determination of the share of regional housing need considered additional factors beyond each jurisdictions’ resident population. Units per capita cannot be assessed as a stand-alone measure because it does not address jobs/housing balance or historical patterns of concentration in employment-oriented land uses such as commercial, industrial, office, or hotel. Under a per capita framework, a hypothetical jurisdiction that was entirely commercial and had no housing would perpetually get a low RHNA allocation because it had zero existing population, which would be contrary to several RHNA objectives, including Government Code section 65584(d)(1), which requires “each jurisdiction” receive an allocation for low- and very low income households. Thus per capita allocation runs counter to RHNA objective 1, which requires that each jurisdiction receive an allocation of units for low- and

very-low-income households *in an equitable manner* (Gov. Code, § 65584.04(e)(1).). For example, if AMBAG were to allocate RHNA requirements per square mile of each of AMBAG’s jurisdictions, of the AMBAG region’s sixteen (16) incorporated cities, thirteen (13) would have RHNA allocations of more than 150 units per square mile. The equivalent value for Sand City is 89 units per square mile, which is considerably lower than most other jurisdictions. Distribution solely based on per capita data would be inequitable because it would not consider other data necessary for an equitable distribution, such as job rates. Lowering Sand City’s allocation based on per capita data would therefore also inhibit RHNA objective 3, which requires an improved intraregional relationship between jobs and housing. This objective intends to create an improved balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction. (Gov. Code, § 65584.04(d)(3).) This consideration of the number of low-wage workers in comparison to the number of low- and very-low income households within a jurisdiction would result in a more equitable distribution of units.

Issue 2: The City of Sand City alleges the RHNA allocation ignores additional factors the methodology was required to consider. The City argues the City’s development potential is constrained due to the City’s size of land area, its location between other jurisdictions, the Monterey Bay, and environmentally sensitive species and habitat, and Coastal Zone overlay. The City argues that a majority of the City has been rezoned to High Density Residential or Planned Mixed Use and that there are “almost no other practical opportunities for rezoning to accommodate additional residences” without economic impacts.

AMBAG Response: Specifically, the City of Sand City alleges the RHNA allocation ignores additional factors the methodology was required to consider, such as the availability of land suitable for urban development or for conversion to residential use, the availability of underutilized land, opportunities for infill development and increased residential densities, and land preserved or protected from urban development under federal or state programs designed to protect open space. (Gov. Code, § 65584.04(e)(2)(B)–(C).)

This argument by the City of Sand City challenges the final RHNA methodology that was adopted by AMBAG Board of Directors and approved by HCD. This falls outside the scope of the appeals process. A valid appeal must show AMBAG made an error in the application of the methodology in determining the jurisdiction’s allocation; a critique of the adopted methodology itself falls outside the scope of the appeals process. Jurisdictions had multiple opportunities to comment as the methodology was developed and adopted between June 2021 and April 2022. Sand City did not provide public comments on the Draft RHNA methodology. Housing Element Law gives HCD the authority to determine whether the RHNA methodology furthers the statutory objectives described in Government Code section 65584(d), and HCD made this determination.¹ Regarding the objective noted in the City’s appeal, HCD made the findings stated above in AMBAG’s response to Issue 1.

¹ For more details, see HCD’s March 16, 2022 letter confirming the RHNA Plan methodology furthers the RHNA objectives. See Attachment 5 of the Draft 2023-2031 RHNA Plan at:

Furthermore, The City of Sand City did not provide a statement explaining why its requested revision is necessary to further the intent of this objective. (Gov. Code, § 65584.05(b).)

While the City of Sand City's challenge focuses on the adopted RHNA methodology, on which an appeal cannot be based, AMBAG provides the following response to elaborate on how the RHNA methodology adequately considers the development constraints and other information provided in the City's response to the Local Jurisdiction Survey. AMBAG's final RHNA Plan's methodology was based on data received from local governments, including the City of Sand City's local jurisdiction survey, and included sufficient consideration of methodology factors laid out in the statute. (See Gov. Code, § 65584.04(e).)

To ensure AMBAG's RHNA methodology meets all five RHNA statutory objectives, AMBAG consulted with HCD staff, and elected to pursue a three-step methodology that considered multiple methodology factors in combination. The first and second steps allocates the total number of units for the AMBAG region and the third step allocates by income category. HCD completed its review of AMBAG's RHNA methodology and issued a letter on March 16, 2022 determining the methodology furthers the statutory objectives described in Government Code section 65584(d).

One factor considered in developing the RHNA methodology relates to the jurisdiction's existing and projected jobs and housing relationship based on data on the number of low-wage jobs within the jurisdiction and how many housing units within the jurisdiction are affordable to low-wage workers as well as data of projected job and household growth by income level within each jurisdiction. (Gov. Code, § 65584.04(e)(1).) In addressing the statutory objective related to improving the jobs to housing relationship, HCD made the following finding:

"Most cities in AMBAG have a jobs-housing fit (lower wage jobs to lower cost housing) that is imbalanced (over 1.5 low-wage jobs for every affordable housing unit). The draft methodology allocates more total RHNA and lower income RHNA per household share to the jurisdictions with the worst imbalances (over 5.0). The draft methodology allocates slightly less RHNA relative to household share to jurisdictions with a jobs-housing fit ratio between 2.0 and 5.0, while jurisdictions with jobs housing balance ratios below 2.0 receive the smallest RHNA allocations relative to household share. The overall jobs-housing ratio (total jobs to housing units) is more balanced for the region although there are several jurisdictions with a ratio over 1.5. The methodology allocates more total RHNA and lower income RHNA per household share to the jurisdictions with the worst imbalances (jobs-housing ratio over 1.5).

https://ambag.org/sites/default/files/2022-04/PDFAAMBAG%20RHNP%202023-2031_Draft_rev.pdf

While the City of Sand City is relatively smaller in size and population than other AMBAG jurisdictions, the City has the most unbalanced jobs/housing ratio of any jurisdiction in the region. The City's ratio is 11.1 jobs per housing unit, which is more than seven times higher than the regional average of 1.5 jobs per housing unit. By comparison, the jurisdiction with the next-highest jobs per housing unit ratio is the City of Gonzales, which has 3.2 jobs per housing unit. In addition, in November 2021, HCD provided a table showing jobs/housing fit—the ratio HCD uses to determine "balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers" (Gov. Code 65584(d)(3)). (See Table 1.) Based on that ratio, Sand City is the second-most unbalanced jurisdiction in the AMBAG region.

Table 1: Relationship Between Low Wage Jobs and Housing Affordable to Low Wage Workers in the AMBAG Region

	Low-wage jobs LEHD, 2018	Affordable units (ACS) 2019	Jobs Housing Fit Ratio
Del Rey Oaks	218	15	14.533
Sand City	862	68	12.676
Scotts Valley	3,536	460	7.687
Carmel-By-The-Sea	1,885	253	7.451
Capitola	4,492	954	4.709
Monterey	13,248	3,440	3.851
Soledad	4,027	1,131	3.561
Unincorporated Monterey	27,153	7,823	3.471
Santa Cruz	16,887	4,989	3.385
Gonzales	2,346	930	2.523
Unincorporated Santa Cruz	18,990	7,716	2.461
Watsonville	11,896	5,899	2.017
Salinas	33,459	16,934	1.976
Pacific Grove	3,686	1,967	1.874
Greenfield	2,960	1,688	1.754
King City	2,598	1,801	1.443
Seaside	4,282	3,381	1.266
Marina	2,827	2,986	0.947

Reducing the City of Sand City's RHNA allocation would be inconsistent with RHNA statutory objective 3 (jobs/housing), which relates to "[p]romoting an improved intraregional relationship between jobs and housing, including an improved balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers." (Gov. Code, § 65584(d)(3).)

When assessing the RHNA methodology, HCD also considered a statutory factor for “high housing cost burdens”, which is —the percentage of existing households at each of the income levels that are paying more than 30 percent and more than 50 percent of their income in rent. (Gov. Code, § 65584.04(e)(6).) Sand City has a very high level of cost burden. According to 2015-2019 data from the American Community Survey, 59% of households in Sand City paid at least 30 percent of their income on housing—the highest rate in the AMBAG region. Units allocated to Sand City under the proposed methodology address objective 1, relating to “[i]ncreasing the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner” (Gov. Code, § 65584(d)(1).) Allocating fewer units to the most cost-burdened jurisdiction would be counter to RHNA objective 1, which focuses on increasing the housing supply and “affordability” in the jurisdictions.

Additionally, allocating a high share of units to Sand City furthers RHNA statutory objective 5, relating to affirmatively furthering fair housing. Sand City has a disproportionately high non-Hispanic White population relative to the region as a whole (50% and 37%, respectively). And while the city’s income is similar to the region as a whole, there are vast differences in income across households within the city. According to 2015-2019 data from the American Community Survey, median household income for Sand City households headed by a non-Hispanic White householder was \$67,188. That’s nearly double the comparable median household income (\$35,250) for households headed by a Hispanic/Latino householder. The RHNA unit allocation in Sand City is a “meaningful action” that addresses “significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.” (Gov. Code, § 65584(d)(5).)

The City asserts that its development potential is constrained due to the City’s size of land area and location to allege there are less opportunities for rezoning to accommodate additional residences, Government Code section 65584.04(e)(2)(B) states that AMBAG “may not limit its consideration of suitable housing sites or land suitable for urban development to existing zoning ordinances and land use restrictions of a locality, but shall consider the potential for increased residential development under alternative zoning ordinances and land use restrictions.” Any comparable data or documentation supporting this appeal should contain an analysis of not only land suitable for urban development, but land for conversion to residential use, the availability of underutilized land, and opportunity for infill development and increased residential densities. In simple terms, this means housing planning cannot be limited to vacant land, and even communities that view themselves as built out or limited due to other natural constraints must plan for housing through means such as rezoning commercial areas as mixed-use areas and upzoning non-vacant land.

The RHNA methodology does not dictate where new housing is located within the City of Sand City. In developing its Housing Element, the City has the opportunity to identify the specific

sites it will use to accommodate its RHNA. In doing so, the County can choose to consider any factors it wants in siting housing.

Therefore, the City's RHNA allocation is calculated in accordance with the final methodology approved by HCD and established pursuant to Government Code section 65584.04, which furthers and does not undermine the intent of any of the statutory objectives listed in Government Code section 65584(d), including (d)(1).

RECOMMENDED ACTION

AMBAG staff has reviewed the appeal and recommends that the AMBAG Board of Directors **deny** the appeal filed by the City of Sand City to reduce its Draft RHNA Allocation of 260 units based on the City's number of residents in comparison with other jurisdictions' resident population.

City of Greenfield Appeal of Draft 6th Cycle RHNA Allocation and AMBAG Staff Response

OVERVIEW

Jurisdiction: City of Greenfield

Summary: The City of Greenfield requests AMBAG's RHNA allocation include an adjustment or credit towards the City's Cycle 6 RHNA production due to the number of units produced in exceedance of the City of Greenfield's Cycle 5 RHNA goals.

Staff Recommendation: Deny the appeal.

BACKGROUND

Draft RHNA Allocation

Following adoption of the Final RHNA Methodology, the City of Greenfield received the following draft RHNA allocation:

	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Total
Greenfield	101	66	184	379	730

Comments Received During the 45-Day Comment Period

AMBAG received two comments during the 45-day public comment period described in Government Code section 65584.05(c). None of the comments related specifically to Greenfield's appeal. All comments received are available on the AMBAG website.

Statutory Grounds for Appeal

The only circumstances under which a jurisdiction may appeal are identified in Government Code section 65584.05(b)(1-3) as follows:

- 1) The council of governments failed to adequately consider the information submitted pursuant to subdivision (b) of section 65584.04.
- 2) The council of governments failed to determine the share of the regional housing need in accordance with the information described in, and the methodology established pursuant to, Section 65584.04, and in a manner that furthers and does not undermine the intent of the objectives listed in subdivision (d) of Section 65584.
- 3) A significant and unforeseen change in circumstances has occurred in the local jurisdiction or jurisdictions that merits a revision of the information submitted pursuant to subdivision (b) of Section 65584.04.

The City of Greenfield's appeal neither fits within the above three circumstances, nor does the City identify within its letter the basis for its appeal of its RHNA allocation pursuant to Government Code section 65584.05(b)(1-3). Thus, AMBAG does not consider the issues raised in the City of Greenfield's letter as a valid basis for an appeal.

ANALYSIS

Issue 1: The City of Greenfield requests an adjustment to its RHNA allocation because the City states it has made significant progress in achieving the RHNA goals stated in AMBAG's previous, 5th Cycle RHNA Plan. Specifically, the City requests a "carry-over credit" because the exceedance of RHNA goals impacts the City's available lands for production of new units in this 6th Cycle. The City recommends the "carry-over credit" be applied twice: (1) using the latest HCD-accepted Annual Progress Report on housing production in the current RHNA cycle, with overage in housing production by income category credited against the unadjusted Cycle 6 RHNA objectives; and (2) factored into the adjusted Cycle 6 RHNA goals upon each remaining APR filing. The City of Greenfield states the jurisdiction's exceedance of housing production impacts its available lands for production of new units in Cycle 6 and alleges there are infrastructure improvements needed to keep pace with its housing production related to waste-water facilities, water supply, electrical and natural gas services.

AMBAG Staff Response:

The City of Greenfield submitted an appeal on June 6, 2022 requesting AMBAG's 6th Cycle RHNA Plan "include an adjustment or credit towards Cycle 6 RHNA production, for any units produced in exceedance of the Cycle 5 RHNA goals." However, the City of Greenfield did not identify which of three statutorily-defined circumstances to which its appeal must relate. (See Gov. Code, § 65584.05(b)(1-3).) Additionally, the City of Greenfield does not meet the statutory criteria for submitting an appeal as described in Government Code section 65584.05(b) because the City did not include a statement as to why the adjustment or credit is necessary to further the intent of the objectives in Government Code section 65584.

The City of Greenfield's commitment to providing housing is commendable. The City of Greenfield staff noted high rates of production in the Local Jurisdiction Survey that AMBAG conducted in the summer of 2021.

While the City of Greenfield's housing progress is commendable, it continues to have a high level of unmet housing need, which undermines the RHNA Plan's requirement to further statutory objectives listed in Government Code section 85504(d). When assessing the RHNA methodology, HCD also considered a statutory factor for "rate of overcrowding"—the percentage of existing households with more than one person per room. (Gov. Code, § 65584.04(e)(7).) Greenfield has a very high level of overcrowding. According to 2015-2019 data from the American Community Survey, 29% of households in Greenfield were overcrowded—the highest rate in the AMBAG region. Units allocated to Sand City under the proposed methodology address objective 1, which focuses on "[i]ncreasing the housing supply and the

mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner.” (Gov. Code, § 65584(d)(1).) Allocating fewer units to the most cost-burdened jurisdiction would be counter to this “affordability” objective because it would not increase the housing supply in an equitable manner.

In addition Greenfield’s jobs to housing ratio is at a rate of two (2) jobs per one (1) housing unit, which is higher than the regionwide ratio of 1.5. Reducing Greenfield's RHNA allocation would be inconsistent with RHNA statutory objective 3, which relates to “[p]romoting an improved intraregional relationship between jobs and housing, including an improved balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers.” (Gov. Code, § 65584(d)(3).)

The City of Greenfield did not provide evidentiary documentation in support of its request that the “carry over credit” be applied twice. Pursuant to Government Code section 65584.05, appeals shall be based upon comparable data available for all affected jurisdictions and accepted planning methodology and supported by adequate documentation. The City did not provide any data relevant to support the City’s request for applying its proposed “carry over credit” twice in determining the RHNA allocation.

RECOMMENDED ACTION

AMBAG staff has reviewed the appeal and recommends that the AMBAG Board of Directors **deny** the appeal filed by the City of Greenfield to include an adjustment or credit towards its 6th Cycle RHNA Plan allocation due to the City of Greenfield’s progress towards its 5th Cycle RHNA Plan RHNA allocation.



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Heather Adamson, Director of Planning

SUBJECT: Regional Early Action Planning Grants 2.0 Program

MEETING DATE: August 10, 2022

RECOMMENDATION:

Staff will provide an update on the Regional Early Action Program (REAP) 2.0 Program. The Board of Directors are asked to provide feedback on the proposed outreach activities and approach for developing the REAP 2.0 program framework.

BACKGROUND/ DISCUSSION:

Regional Early Action Planning Grants of 2021 (REAP 2.0) builds on the success of 2019's REAP program but expands the focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support future housing development. REAP 2.0 is explicitly intended to meet multiple objectives – infill development, housing for all incomes, Vehicle Miles Traveled (VMT) reduction, and affirmatively furthering fair housing (AFFH) in ways that lead to transformative outcomes and accelerate the implementation of regional and local plans to achieve these goals.

The REAP 2.0 Program provides funds to regional governments to accelerate housing production and facilitate compliance with the 6th Cycle of the housing element, including regional housing need allocations. In addition, REAP 2.0 is specifically designed to provide Metropolitan Planning Organizations (MPO) and other Eligible Entities with tools and resources to help implement and advance plans, primarily including Sustainable Communities Strategies (SCS) as part of Regional Transportation Plans to pursue greenhouse gas emission reduction targets through land use and transportation changes. The REAP 2.0 objectives are:

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- Accelerating Infill Development that Facilitates Housing Supply, Choice, and Affordability
- Affirmatively Furthering Fair Housing
- Reducing Vehicle Miles Traveled

The REAP 2.0 Program was originally funded with \$500 million from the Coronavirus State and Local Fiscal Recovery Funds of 2021 (SLFRF) and \$100 million from the State General Fund. The REAP 2.0 Program will be administered by the California Department of Housing and Community Development (HCD) (Department), in collaboration with the Governor's Office of Planning and Research (OPR), the Strategic Growth Council (SGC), and the California Air Resources Board (CARB).

Most of the funds (85 percent) will be allocated directly to the MPOs. The remaining funds are split into a set aside for non-MPO regions for smaller counties and Tribal Entities, as well as a Higher Impact Transformative Allocation for all Eligible Entities. AMBAG's formula share of the MPO funding is \$10,133,742.41.

HCD released the draft guidelines for the REAP 2.0 for public review and comment on March 24, 2022. AMBAG submitted comments on April 15. The final guidelines and the notice of funding availability (NOFA) was released on July 27, 2022 (<https://www.hcd.ca.gov/docs/grants-and-funding/mpo-reap-2-0-final-guidelines.pdf>).

AMBAG has begun to conduct outreach to develop priorities, proposed uses, funding amounts and the appropriate blend of planning and implementation, and various other program components. This work will be conducted through a series of meetings and coordination efforts outlined below.

Through the 2022 State budget process, the federal CARES Act funding was swapped for state general funds. This resolved a major concern that many regions had with draft guidelines because the federal funds were extremely restricted with reduced eligible uses.

In early June 2022, AMBAG submitted an advanced application to HCD for funding to deploy an outreach and engagement strategy and develop programs to disperse these funds throughout the region in support of transformative planning that promotes the core program objectives of REAP 2.0: (1) implementation of AMBAG's Sustainable Communities Strategy; (2) infill housing development; (3) reduction of VMT; and (4) AFFH.

As AMBAG develops a REAP 2.0 program framework, our full funding application will be driven by the State's final program guidelines and a stakeholder engagement process.

Throughout 2022, AMBAG will be conducting outreach to a broad array of stakeholders to identify programs and partners and develop the full REAP 2.0 application, due to the State by December 2022.

Outreach Activities

AMBAG proposes extensive outreach activities to gather input and feedback on the development of the regional REAP 2.0 Program. In early July 2022, AMBAG released a public opinion survey asking for feedback on how AMBAG should structure its regional REAP 2.0 program. A more extensive survey targeting potential eligible applications was released this month to provide additional input on what the priorities should be and what the needs are for AMBAG's REAP 2.0 program.

Listening sessions and/or workshops will be scheduled for Fall 2022 to gather additional feedback once priorities have been identified from the surveys and as framework options are developed.

In addition, AMBAG will work with the local jurisdictions and our local/regional transportation partners through the Planning Directors Forum and Technical Advisory Committees to gather input and to help develop framework options for REAP 2.0 funding.

Ultimately, the AMBAG Board of Directors will be asked to approve a proposed framework for the REAP 2.0 program and direct staff to submit the final application to HCD at its November 2022 meeting.

Timeline

- Summer 2022 – HCD releases final guidelines and notice of funding availability
- Summer/Fall 2022 – Outreach activities and development of REAP 2.0 program framework
- December 31, 2022 – Deadline to submit application for REAP 2.0 Program funds and include a budget, amounts retained by the regional agency and any sub-allocations, and an education and outreach strategy.
- Spring/Summer 2023 – Develop AMBAG's regional competitive grant program including criteria, application, etc.
- Summer/early Fall 2023 – Applications due for AMBAG's competitive grant program
- Late 2023/early 2024 – AMBAG awards regional competitive grants and enters into funding agreements with grant applicants
- June 30, 2024 – Deadline for REAP 2.0 recipient to encumber funds

- June 30, 2026 – Deadline for REAP 2.0 funds to be expended

ALTERNATIVES:

N/A

FINANCIAL IMPACT:

REAP 2.0 Program funds are programmed in the FY 2022-23 Overall Work Program and Budget.

COORDINATION:

REAP 2.0 Program activities will be coordinated with the AMBAG Executive Steering Committee, Planning Directors Forum and the RTPAs Technical Advisory Committees which includes the local jurisdictions.

ATTACHMENTS:

None.

APPROVED BY:



Maura F. Twomey, Executive Director



The 2022 AMBAG Board of Directors meeting locations are subject to change and may be held remotely in light of Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak and in accordance with AB 361.

2022 AMBAG Calendar of Meetings

September 14, 2022	Zoom Webinar Meeting Time: 6 pm
October 12, 2022	TBD Meeting Time: 6 pm
November 9, 2022	TBD Meeting Time: 6 pm
December 2022	No Meeting Scheduled

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AMBAG Acronym Guide	
ABM	Activity Based Model
ADA	Americans Disabilities Act
ALUC	Airport Land Use Commission
AMBAG	Association of Monterey Bay Area Governments
ARRA	American Reinvestment and Recovery Act
3CE	Central Coast Community Energy
CAAA	Clean Air Act Amendments of 1990 (Federal Legislation)
Caltrans	California Department of Transportation
CAFR	Comprehensive Annual Financial Report
CalVans	California Vanpool Authority
CARB	California Air Resources Board
CCJDC	Central Coast Joint Data Committee
CEQA	California Environmental Quality Act
CHTS	California Households Travel Survey
CMAQ	Congestion Mitigation and Air Quality Improvement
CPUC	California Public Utilities Commission
CTC	California Transportation Commission
DEIR	Draft Environmental Impact Report
DEM	Digital Elevation Model
DOF	Department of Finance (State of California)
EAC	Energy Advisory Committee
EIR	Environmental Impact Report
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GHG	Greenhouse Gas Emissions
GIS	Geographic Information System
ICAP	Indirect Cost Allocation Plan
ITS	Intelligent Transportation Systems
JPA	Joint Powers Agreement

LTA	San Benito County Local Transportation Authority
LTC	Local Transportation Commission
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MBARD	Monterey Bay Air Resources District
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MPAD	Monterey Peninsula Airport District
MPO	Metropolitan Planning Organization
MST	Monterey-Salinas Transit
MTP	Metropolitan Transportation Plan
MTIP	Metropolitan Transportation Improvement Program
OWP	Overall Work Program
PG&E	Pacific Gas & Electric Company
PPP	Public Participation Plan
RAPS, Inc.	Regional Analysis & Planning Services, Inc.
RFP	Request for Proposal
RHNA	Regional Housing Needs Allocation
RTDM	Regional Travel Demand Model
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agency
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
SB 375	Senate Bill 375
SBtCOG	Council of San Benito County Governments
SCCRTC	Santa Cruz County Regional Transportation Commission
SCMTD	Santa Cruz Metropolitan Transit District
SCS	Sustainable Communities Strategy
S RTP	Short-Range Transit Plan
STIP	State Transportation Improvement Program
TAMC	Transportation Agency for Monterey County
TAZ	Traffic Analysis Zone
USGS	United States Geological Survey
VMT	Vehicle Miles Traveled
VT	Vehicle Trips