



AMBAG Board of Directors Agenda

Association of Monterey Bay Area Governments

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

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Email: info@ambag.org

Meeting Via GoToWebinar

DATE: February 9, 2022

TIME: 6:00 PM

Please register for the AMBAG Board of Directors meeting at

<https://attendee.gotowebinar.com/register/7028065551116086288>

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 as established by Resolution 2022-2 adopted by the AMBAG Board of Directors on January 12, 2022. The AMBAG 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, February 8, 2022. The subject line should read "Public Comment for the February 9, 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 February 9, 2022 AMBAG Board of Directors meeting using the following link: <https://attendee.gotowebinar.com/register/7028065551116086288>

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

A. Annual Comprehensive Financial Report (ACFR) for Fiscal Year (FY) 2020-2021

Recommended Action: INFORMATION

- Diane C. Eidam, Retired Annuitant

Receive presentation from Autumn Rossi, CPA and Audit Partner with Hayashi & Wayland Accounting & Consulting, LLP on AMBAG's Draft ACFR for FY 2020 - 2021. (Page 5)

B. AMBAG Rural Regional Energy Network Participation

Recommended Action: INFORMATION

- Amaury Berteaud, Special Projects Manager

Receive presentation on AMBAG's participation in the Rural Regional Energy Network. (Page 9)

6. 2022 BOARD AND COMMITTEE APPOINTMENTS

Recommended Action: APPROVE

- President Petersen

Approve the 2022 Board and Committee Appointments. (Page 13)

7. COMMITTEE REPORTS

A. Executive/Finance Committee

Recommended Action: INFORMATION

- President Petersen

Receive oral report.

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

Recommended Action: DIRECT

- President Petersen

The next meeting is scheduled on February 18, 2022. The agenda will be provided at the meeting.

8. EXECUTIVE DIRECTOR'S REPORT

Recommended Action: INFORMATION

- Maura Twomey, Executive Director

Receive a report from Maura Twomey, Executive Director.

9. 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 January 12, 2022 AMBAG Board of Directors Meeting

- Ana Flores, Clerk of the Board

Approve the draft minutes of the January 12, 2022 AMBAG Board of Directors meeting. (Page 15)

B. AMBAG Regional Clearinghouse Monthly Newsletter

- Miranda Taylor, Planner

Accept the clearinghouse monthly newsletter. (Page 25)

C. AMBAG Sustainability Program Update

- Amaury Berteaud, Special Projects Manager

Accept the AMBAG Sustainability Program update. (Page 29)

D. 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

- Maura Twomey, Executive Director

Adopt a 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. (Page 33)

E. Amendment to Information Technology Support Services Contract

- Diane Eidam, Retired Annuitant

Approve an amendment to the existing five-year agreement for AMBAG's Information Technology Support Services contract with Monterey Computer Corporation (MCC) and authorize the Executive Director to negotiate and execute the amended agreement for an amount not to exceed \$30,000. (Page 35)

F. Formal Amendment No. 7 to the Monterey Bay Metropolitan Transportation Improvement Program (MTIP): FFY 2020-21 to FFY 2023-24

- William Condon, Planner

Approve Formal Amendment No. 7 to the Monterey Bay Metropolitan Transportation Improvement Program (MTIP): FFY 2020-21 to FFY 2023-24. (Page 41)

G. Integrated Land Use Model and Development Monitoring Framework Tool Consultant Agreement

- Gina Schmidt, GIS Coordinator

Approve the Integrated Land Use Model and Development Monitoring Framework Tool Contract with Manhan Group, LLC containing a scope of work and budget for FY 2021/22 to FY 2023/2024. (Page 49)

H. AMBAG Line of Credit Renewal and Extension

- Errol Osteraa, Director of Finance & Administration

Approve request for renewal of \$100,000 line of credit and extend the maturity date of the loan. (Page 91)

I. 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 95)

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

11. ADJOURNMENT

REFERENCE ITEMS:

- A. 2022 Calendar of Meetings (Page 101)
- B. Acronym Guide (Page 103)

NEXT MEETING:

Date: March 9, 2022

Location: GoToWebinar

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.



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Diane C. Eidam, Retired Annuitant

SUBJECT: Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2020-2021

MEETING DATE: February 9, 2022

RECOMMENDATION:

Receive a presentation from Autumn Rossi, CPA and Audit Partner with Hayashi and Wayland Accounting & Consulting, LLP on AMBAG's Annual Comprehensive Financial Report (ACFR) for FY 2020-2021.

BACKGROUND/ DISCUSSION:

Pursuant to AMBAG's by-laws, an independent audit firm performs an annual financial audit and an opinion is issued on AMBAG's financial position as of June 30 of each year. The Annual Comprehensive Financial Report (ACFR) for the period ended June 30, 2021. AMBAG received an unmodified (clean) opinion.

The AMBAG ACFR (separately enclosed) is comprised of several sections:

- **Introductory** – this section includes a letter of transmittal, which is an executive summary introducing the financial statements along with other required information.
- **Financial Section and Basic Financial Statements** – these sections have the independent auditors' report from Hayashi and Wayland Accounting and Consulting, LLP; Management's Discussion and Analysis (MD&A), which is management's overview of AMBAG's financial position; identification of any major issues and projections for the future; the actual financial statements and note disclosures.
- **Required Supplementary Information** – this section includes budgetary comparison schedules for the general fund and for each major fund that has a

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legally adopted annual budget. This section also includes additional schedules and reporting requirements for Governmental Accounting Standards Board (GASB) Statements No. 45, 68, and 82.

- **Supplementary Information** – this section contains Consolidated Planning Grant (CPG) financial information and schedules regarding direct, indirect, and unallowable costs under AMBAG’s grant awards.
- **Statistical Section** – this section contains various unaudited demographic and financial information for the AMBAG region.
- **Single Audit Section** – this section is a requirement for agencies that have federal grants exceeding \$750,000 and includes the auditor’s report on their findings and any questioned costs, as it relates to federal grant programs. There were no single audit findings.

FINANCIAL IMPACT:

Management’s Discussion and Analysis section of the ACFR discloses management’s perspective on the financial position of AMBAG and its nonprofit arm, Regional Analysis and Planning Services, Inc. (RAPS) for FY 2020-2021. AMBAG had a negative change in financial position of \$87,254 due to a reevaluation of the pension liability. RAPS had a positive change in net position of \$14,436. AMBAG’s ending net position reflected a deficit of \$520,403, due to GASB Statement No. 68, Accounting and Financial Reporting for Pensions and GASB Statement No. 82, Pension Issues – an amendment of GASB Statements No. 67, 68, and 73.

Preparation of the ACFR was funded in part through grants from the Federal Highway Administration and Federal Transit Administration.

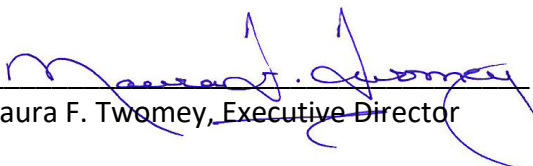
COORDINATION:

Autumn Ross, CPA from Hayashi and Wayland Accounting and Consulting, LLP will provide an overview presentation of the Annual Comprehensive Financial Report for FY 2020-2021 at the February 9, 2022 Board of Directors meeting.

ATTACHMENTS:

1. Hayashi and Wayland Accounting & Consulting, LLP Letter to the AMBAG Board of Directors
2. Annual Comprehensive Financial Report (ACFR) for FY 2020 -2021 (separately enclosed)

APPROVED BY:


Maura F. Twomey, Executive Director



HAYASHI | WAYLAND

INDEPENDENT AUDITORS' REPORT

**Board of Directors
Association of Monterey Bay Area Governments
Monterey, California**

Report on the Financial Statements

We have audited the accompanying financial statements of the **Association of Monterey Bay Area Governments** (AMBAG), which comprise the basic financial statements as listed in the table of contents as of and for the year ended June 30, 2021.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position and each major fund of the **Association of Monterey Bay Area Governments** as of June 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis, the Schedule of Changes in the Net OPEB Liability (Asset) and Related Ratios, the Schedule of Contributions – OPEB, Budgetary Comparison Schedules, the Schedule of Proportionate Share of the Net Pension Liability and the Schedule of Contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the ***Association of Monterey Bay Area Governments'*** basic financial statements. The Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards* (Uniform Guidance), Audits of States, Local Governments, and Non-Profit Organizations and the introductory section, supplementary information and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary information and the Schedule of Expenditures of Federal Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information and Schedule of Expenditures of Federal Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 13, 2021 on our consideration of the ***Association of Monterey Bay Area Governments'*** internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Association of Monterey Bay Area Governments' internal control over financial reporting and compliance.

Hayashi Wayland, LLP

Salinas, California
December 13, 2021





MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Amaury Berteaud, Special Projects Manager

SUBJECT: AMBAG Rural Regional Energy Network Participation

MEETING DATE: February 9, 2022

RECOMMENDATION:

Receive a presentation on AMBAG's participation in the Rural Regional Energy Network.

BACKGROUND/ DISCUSSION:

Regional Energy networks (RENs) are a solution for delivering energy efficiency programs envisioned in the early 2010s by the California Public Utilities Commission (CPUC). RENs were created as an innovative framework for local governments to design and administer energy efficiency programs and report directly to the commission. The goal was for the regional energy networks to create energy efficiency programs that would serve customers not otherwise served by the investor-owned utility programs.

On June 9, 2021 the AMBAG board of Directors approved the Memorandum of Understanding for the Development of the Rural Regional Energy Network. Under the terms of this MOU, AMBAG is partnering with the other members of the Rural Hard to Reach Working (RHTR) group, an alliance of California local governments and non-profits experienced in implementing energy efficiency programs, to submit a strategic business plan to the CPUC in order to create the Rural Regional Energy Network (RuralREN). This business plan will be submitted by March 4, 2022 and will seek funding from January 1, 2023 to December 31, 2031. The RuralREN is a direct response to the unique issues and urgent needs of rural California energy customers and will address energy equity in our communities by providing programs for residents, businesses, and public agencies. Opportunities for community investment will include hands-on career training and placement, incentives for energy efficiency projects, and localized lending. The RuralREN will provide the resources our communities need to play an equitable role in California's transition to a clean energy economy.

AMBAG staff plans to implement five RuralREN programs as described below:

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Residential Equity Program:

This program will primarily target low to moderate income rural service workers and retirees since they often face a high energy cost burden. The program will first seek to increase energy efficiency awareness in our communities by conducting extensive education and outreach delivered through local government and community-based organizations. The program will also offer energy efficiency “toolkits” containing simple energy efficiency and conservation education material as well as easy to install equipment such as LED lightbulbs and power strips. The toolkit will be provided at no cost to residents who sign up for a phone energy consultation online or at community events. Finally, the program will offer in person and virtual energy efficiency audits which will also include no cost energy efficiency equipment, provide actionable energy efficiency and electrification project recommendations as well as guide customers towards qualified external incentives programs and financing solutions.

Public Equity Program:

This program will offer a suite of technical assistance and expert services to public agencies in the AMBAG region to identify, develop, track, and implement energy savings projects in their buildings and facilities. This will help agencies on their path to meeting state mandates for GHG reductions and Zero Net Energy (ZNE). In addition to providing much needed project services, this program will connect agencies to external incentives programs and financing offerings, increase awareness and expertise of public agency staff, increase regional collaboration amongst agencies, and help demonstrate local government leadership in energy efficiency and electrification within local communities. The program will also seek to integrate energy efficiency as part of the regular maintenance and equipment replacement process of each agency through the creation of infrastructure inventories that can be used as long-term project pipelines.

Workforce Education and Training Equity Program:

This program will provide energy efficiency training and upskilling to community members through hands-on training, career support and placement services. The program provides three training pathways to achieve these outcomes:

- 1) The Clean Energy Academy will bring free energy efficiency career training to underserved populations that include veterans, 18- to 24-year-olds, previously incarcerated individuals, and individuals residing in low income or disadvantaged communities. This is a nationally recognized model, which provides training designed to meet the needs of the clean energy job market.
- 2) The climate careers employment and training pathway will target 15 to 22 years in age and train them to act as energy auditors as part of the residential equity program. This program will help participants develop energy management knowledge and techniques, professionalism, and time management skills while also providing benefits to the community at large.
- 3) The Connectivity pathway will seek connect graduates of the Clean Energy Academy and Climate Careers pathway and place them in programs that provide needed certifications to start working at a prevailing wage.

Codes and Standards Program:

This program will support code enforcement agencies as well as the building design and construction community to better understand and implement California’s ambitious Building Energy Efficiency Standards (Title 24), helping make buildings more efficient, paving the way for zero net energy building stock, and reducing energy use and greenhouse gas emissions in our region. The program will provide building professionals with topic specific code trainings, as well as support and facilitate transition to new codes, in particular ZNE-Ready reach codes. This program will also seek to Increase agency collaboration regionally, improving consistency amongst jurisdictions and streamlining energy code processes. Finally, this program will include an Energy Codes Coach service, which will consist of an on-demand technical expert who public agencies or contractors can ask specific questions that arise as part of the permitting process.

Finance Equity Program:

RuralREN’s Finance Equity Program will address first cost and access to capital barriers that exist in public, small business and residential sectors in rural California by providing guidance and support to rural customers to increase and streamline participation in energy efficiency related funding and financing offerings. This program will also operate a short-term bridge Loan offering for small businesses and local government agencies to cover energy efficiency project costs during construction in order to “bridge” the time gap between the time of approval for PG&Es On-Bill Financing (OBF) and the disbursement of the OBF funds occurring upon verification of the project installation by PG&E. This time gap lasts from 6 to 15 months and is a significant barrier to OBF access in rural California. Finally, this program will run a residential loan offering which will offer zero percent interest medium term financing of energy efficiency upgrades for homeowners with a focus on appliance electrification. These loans will be focused in the \$1,000 to \$10,000 range, with loan terms of up to 36 months.

In order to implement these five programs AMBAG’s share of the RuralREN budget request as part of the RuralREN strategic business plan application to the CPUC is:

Year	Budget
2023	\$1,425,000.00
2024	\$1,975,000.00
2025	\$1,900,000.00
2026	\$1,975,000.00
2027	\$1,900,000.00
2028	\$1,976,000.00
2029	\$2,055,040.00
2030	\$2,137,222.00
2031	\$2,222,731.00

In addition to the yearly budget shown in the table above, AMBAG will also receive the services of consultants to be hired on behalf of the RuralREN to implement part of the residential equity as well as the workforce education and training program.

The next steps in this process are for the RuralREN to submit a motion to the California Public Utilities Commission by March 4, 2022 to become a portfolio administrator, as well as submit a 2023-2031 strategic business plan. Once the motion and strategic business plan are submitted each official parties to the CPUC energy efficiency proceeding will have the opportunity to submit comments, request additional information, and make reply comments, after which a CPUC administrative law judge will issue an official decision. If the business plan is approved AMBAG staff will then work with RuralREN partners to submit detailed program participation guidelines and program manual to the CPUC for final approval, to begin implementing programs on January 1, 2023.

ALTERNATIVES:

None.

FINANCIAL IMPACT:

The potential fiscal impact to AMBAG of an approved RuralREN would be an increase of approximately \$1.5 million in programmatic funds annually to provide energy services to the AMBAG region.

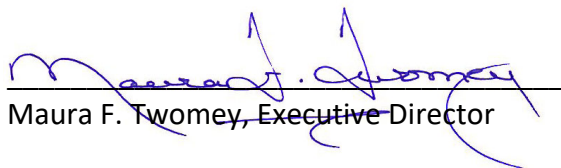
COORDINATION:

AMBAG is working with the RuralREN partners to submit the RuralREN Business Plan to the California Public Utilities Commission by February 15th and coordinating with AMBAG jurisdictions to obtain letters of support.

ATTACHMENTS:

None.

APPROVED BY:



Maura F. Twomey, Executive Director



2022 BOARD AND COMMITTEE APPOINTMENTS

Executive/Finance Committee:

Kristen Petersen, President
Jenny McAdams, 1st Vice President
John Freeman, 2nd Vice President
Steve McShane, Past President
Ed Smith, City of Monterey

**Regional Analysis &
Planning Services, Inc.:**

Kristen Petersen, President
Jenny McAdams, 1st Vice President
John Freeman, 2nd Vice President
Steve McShane, Past President
Tom Rowley, Chair, Monterey County Public Member
Maura Twomey, Chief Executive Officer
Jennie Sarmiento, Santa Cruz County Public Member
Mark Tognazzini, San Benito County Public Member

**California Association of Councils
of Governments:**

Lisa Berkely, as delegate
Scott Funk, as alternate

MBNMS Sanctuary Advisory Council: **Jenny McAdams**, as delegate

Scott Funk & Kristen Petersen, as alternates

**Transportation Agency for
Monterey County:**

Maura Twomey, as delegate
Heather Adamson, as alternate

CalVans:

Steve McShane, as delegate
Scott Funk, as alternate

AMBAG Sanctuary Subcommittee:

Steve McShane, City of Salinas
Kristen Petersen, City of Capitola
John Freeman, City of San Juan Bautista
Ed Smith, City of Monterey
Manu Koenig, County of Santa Cruz
Steve Scheiblauber, Public Member

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

January 12, 2022

1. CALL TO ORDER

The Board of Directors of the Association of Monterey Bay Area Governments, President, Steve McShane presiding, convened at 6:02 p.m. Wednesday, January 12, 2022 via GoToWebinar.

2. ROLL CALL

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

Others Present: Jeffrey Baron; Taylor Bateman; Tom Brinkhuis, HCD; Jonathan Brinkmann, LAFCO; Lisa Brinton; Mike Chambless; Kim Cole, City of Monterey; Colleen Courtney, County of Monterey; Scott Dick; Charles Eadie; John Farrow; Gary Richard Arnold; Stephanie Hansen; Sharah Hardgrave; Katie Herlihy; Matt Hurerta, MBEP; Megan Hunter, City of Salinas; Lowell Hurst, City of Watsonville; Don Freeman, AMBAG Legal Counsel; Beth Jarosz, Population Reference Bureau; Megan Jones, Rincon Consultants; Monica Lal; Pia Levine; Portia Lewis; Veronica Lezama, SBtCOG; Erik Lundquist; Elisabeth Madrigal, MBEP; Milja Miric; Jonathan Moore; Dolores Morales, City of Hollister; Amy

Naranjo, SCCRTC; Craig Patton; Michael Pisano; Janie Roeth; Rafa Sonnenfeld, YIMBY Law; Ryan Stuart, Santa Cruz Sentinel; Bryan Swanson, City of Soledad; Matthew VanOosten; Anastacia Wyatt, City of Pacific Grove; Scott Bruce; Margaret Sohagi; Alex Black; Christopher Cassani; James Ewing; Travis Foret; Emily Ham; Henry Hooker; Carlos Jurado; Steve Loupe; Klein Simone; Matt VanHua; Alison Kerr; Heather Adamson, Director of Planning; Bhupendra Patel, Director of Modeling; Paul Hierling, Senior Planner; Diane Eidam, Retired Annuitant; Amaury Berteaud, Special Projects Manager; Miranda Taylor, Planner; Cynthia Piña, Office Assistant; 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 or written 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 McShane reported that the Executive/Finance Committee approved the consent agenda that included 1) resolution 2022-1 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 November 10, 2021 meeting; 3) list of warrants as of October 31, 2021; and 4) accounts receivable as of October 31, 2021. The Executive/Finance Committee also received 1) financial update report from Maura Twomey, Executive Director; and 2) an informational report from Heather Adamson, Director of Planning on the 6th Cycle Regional Housing Needs Allocation Methodology.

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

President McShane gave a brief report on the December 10, 2021 MBNMS SAC meeting.

6. EXECUTIVE DIRECTOR'S REPORT

A. 2022 Goals for the Executive Director

The 2022 Goals for the Executive Director were approved.

Motion made by Director Phillips, seconded by Director Cummings to approve the 2022 Goals for the Executive Director. Motion passed unanimously.

7. CONSENT AGENDA

A. Draft Minutes of the January 5, 2022 AMBAG Board of Directors Meeting

The draft minutes of the January 5, 2022 AMBAG Board of Directors meeting were approved.

B. Draft Minutes of the December 8, 2021 AMBAG Board of Directors Meeting

The draft minutes of the December 8, 2021 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 2022-2 was adopted.

F. Financial Update Report

The financial update report was accepted.

Motion made by Director Adams seconded by Director Smith to approve the consent agenda. The motion passed unanimously.

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

None.

9. PLANNING

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

Heather Adamson, Director of Planning gave an update on the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). The MTP/SCS 1) is a long-range vision for our transportation system; 2) determines how transportation dollars are spent in the tri-county area; and 3) demonstrates how the region can achieve GHG reduction targets determined by CARB. The MTP/SCS is developed by 1) develop a vision and goals; 2) create performance measures; 3) update the project list; 4) generate revenue projections; 5) create scenarios; 6) select preferred scenario; and 7) create draft plan. The 2045 MTP/SCS policy goals are 1) Access & Mobility; 2) Economic Vitality; 3) Environment; 4) Healthy Communities; 5) Social Equity; and 6) System Preservation & 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 2045 MTP/SCS includes \$13.3 billion in transportation improvements, programs, and services. The Draft 2045 MTP/SCS also meets CARB's GHG reduction targets (-3% and -6% per capita for 2020 and 2035, respectively) and implementation strategies. 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 \$5.0

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. The project highlights in Monterey County include 1) Highway 101; 2) FORTAG; 3) Rail extension; 4) local roads; 5) bike and pedestrian facilities; and 6) transit. Project highlights in Santa Cruz County include 1) SR 1 Bus on Shoulder project; 2) bicycle and pedestrian facilities; 3) improvements to local roads; 4) transit investments; and 5) operations and maintenance. Project highlights in San Benito County include 1) SR 25; 2) local streets and roads; 3) bicycle and pedestrian facilities; and 4) transit. 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. The EIR process includes 1) distribution of Notice of Preparation; 2) Prepare Draft EIR; 3) File Notice of Completion and post Notice of Availability of Draft EIR; 4) Public review (45 days); 5) Prepare Final EIR including responses to comments; 6) Prepare findings and, if applicable, statement of overriding considerations; and 7) decision on project, file Notice of Determination. The EIR Issue areas are 1) Aesthetic and visual resources; 2) agriculture and forestry resources; 3) air quality and health impacts/risks; 4) biological resources; 5) cultural resources; 6) energy; 7) geology and soils; 8) greenhouse gas emissions/climate change; 9) hazards and hazardous materials; 10) hydrology and water quality; 11) land use; 12) noise; 13) population and housing; 14) public services, recreation, and utilities; 15) transportation; 16) tribal cultural resources; and 17) wildfire. The 2045 MTP/SCS DEIR identified significant and unavoidable impacts for the following resource categories 1) Aesthetic and visual resources; 2) agriculture and forestry resources; 3) air quality and health impacts/risks; 4) biological resources; 5) cultural resources; 6) geology and soils; 7) greenhouse gas emissions/climate change; 8) hazards and hazardous materials; 9) noise; 10) public services, recreation, and utilities; 11) transportation; 12) tribal cultural resources; and 13) wildfire. The 2045 MTP/SCS DEIR alternatives include 1) Alternative 1: No project alternative; 2) Alternative 2: alternative transportation modes; and 3) Alternative 3: infill and transit focus. Staff is continuing to implement the public involvement program for the 2045 MTP/SCS. Public hearings and workshops on the draft 2045 MTP/SCS and draft EIR are scheduled on January 12, 2022, January 19, 2022, January 24, 2022, and January 27, 2022 and start at 6:00 pm. Next steps include 1) draft 2045 MTP/SCS and DEIR out for public review and comment until January 2022; 2) public workshops and hearings in January 2022; 3) respond to comments and make changes for the Final 2045 MTP/SCS; and 4) adoption scheduled for June 2022. Brief discussion followed.

President McShane opened the public hearing.

Raffa Sonnenfeld commented that on the Bus on Shoulder Program in Santa Cruz County. It's my understanding that, it's basically just a euphemism for highway widening and it isn't entirely clear to me how that program is being considered. In terms of the various alternatives, whether that's always going to be part of the local transportation options or not. It's inaccurate to describe that as a local public transportation project or program. If that is, in fact, what it is, because it's really a highway widening project since the highway would be widened and that wouldn't be limiting travel on "auxiliary lane" to bus traffic only. I hope that when the EIR is being evaluated, that the Bus on Shoulder Program is considered in that context.

President McShane closed the public hearing.

B. 6th Cycle Regional Housing Needs Allocation Methodology

Heather Adamson, Director of Planning gave a report on the 6th Cycle Regional Housing Needs Allocation (RHNA) methodology. The RHNA schedule consists of 1) Spring -Fall 2021: Discussions with PDF on potential RHNA methodology options; 2) Summer - Fall 2021: potential RHNA methodology options discussed by AMBAG Board; 3) September 8, 2021: HCD presents at the AMBAG Board meeting; 4) January 12, 2022: Approval of draft RHNA methodology by AMBAG Board; 5) January – March 2022: HCD reviews the draft methodology; 6) April 13, 2022: Approval of final RHNA methodology by AMBAG Board; 7) April 22, 2022: Release draft RHNA plan with RHNA allocations by jurisdictions; 8) April 22 – June 6, 2022: local jurisdictions may appeal RHNA allocation within 45 days of release of the draft RHNA plan/allocation; 9) May 2022: AMBAG releases final 2045 MTP/SCS accommodating RHNA; 10) May 6 – June 19, 2022: Local jurisdictions and HCD may comment on appeals during this period; 11) August 10, 2022: adoption of Final 2023-31 RHNA Plan and allocations by AMBAG Board (if no appeals are received); 12) August 10, 2022: AMBAG to hold public hearings on appeals (if applicable); 13) September 23, 2022: AMBAG makes final determination that accepts, rejects, modified appeals and issues final proposed allocation plan; 14) October 12, 2022: Adoption of Final 2023-31 RHNA Plan with RHNA allocations by AMBAG Board (if appeals are received); and 15) December 2023: jurisdiction's 6th Cycle Housing Elements are due to HCD. The RHNA methodology development 1) COG is responsible for developing a methodology appropriate for each region; 2) must further and support 5 (five) RHNA objectives: a) increase in housing supply and mix; b) promotes infill, equity, and the environment; c) ensure jobs-housing balance/fit; d) promote regional income parity; and e) affirmatively furthers fair housing; and 3) statute allows for flexibility but specifies what can and cannot be used as allocation factors.

The modifications from the Board of Directors included 1) change the allocation across factors; 2) add a third criteria (percent below the poverty level) to the RCAA index; 3) the adjustments appear as Options C and D; and 4) Option D evaluates the Resiliency and AFFH allocation factors by the developable land in each jurisdiction rather than by forecasted units. The modifications and feed back from HCD include 1) HCD staff recommended that AMBAG use a 40% income shift; 2) further reduce the weighting of the Regional Growth Forecast; 3) Increase the weighting of the AFFH allocation factor; 4) incorporate the TCAC Opportunity Maps in addition to the RCAA data to provide a more nuanced AFFH analysis; and 5) in response to this feedback, AMBAG developed Option A+ and Option B+. Hybrid Option Z includes 1) shift across factors to emphasize jobs/housing balance and AFFH; 2) reduce the weighting of the Regional Growth Forecast; and 3) incorporate the TCAC Opportunity Maps in addition to the RCAA data to provide a more nuanced AFFH analysis. Ms. Adamson reviewed the RHNA methodology Options by Allocation Factor. The methodology steps for Option A are 1) 2022 RGF (base unit allocation): a) distributes portion of RHNA based on eight-year housing growth from the 2022 RGF; 2) Jobs, Transit, Resiliency, and AFFH (unit allocation): a) jurisdiction's share of 2020 jobs (50%); b) jurisdictions with existing (2020) transit routes with 15- and 30-minute headways (5%); c) jurisdictions who have the smallest percentages of high fire or high sea level risk (10%); and d) jurisdictions full or partial RCAAs (35%); and 3) Income Allocation: a) redistributes a portion of V.L and L income units to RCAA jurisdictions. The methodology steps for Option A+ are 1) 2022 RGF (base unit allocation): a) distributes portion of RHNA based on four-year housing growth from the 2022 RGF; 2) Jobs, Transit, Resiliency, and AFFH (unit allocation): a) jurisdiction's share of 2020 jobs (38%); b) jurisdictions with existing (2020) transit routes with 15- and 30-minute headways (4%); c) jurisdictions who have the smallest percentages of high fire or high sea level risk (8%); and d) jurisdictions full or partial RCAAs and TCAC (50%); and 3) Income Allocation: a) redistributes a portion of V.L and L income units to RCAA jurisdictions. The methodology steps for

Option B are 1) 2022 RGF (base unit allocation): a) distributes portion of RHNA based on eight-year housing growth from the 2022 RGF; 2) Jobs, Transit, Resiliency, and AFFH (unit allocation): a) jurisdiction's share of 2020 jobs (40%); b) jobs/housing ratio (20%); c) jurisdictions with existing (2020) transit routes with 15- and 30- minute headways (5%); d) jurisdictions who have the smallest percentages of high fire or high sea level risk (10%); and e) jurisdictions full or partial RCAAs (25%); and 3) Income Allocation: a) redistributes a portion of V.L and L income units to RCAA jurisdictions. The methodology steps for Option B+ are 1) 2022 RGF (base unit allocation): a) distributes portion of RHNA based on four-year housing growth from the 2022 RGF; 2) Jobs, Transit, Resiliency, and AFFH (unit allocation): a) jurisdiction's share of 2020 jobs (31%); b) jobs/housing ratio (15%); c) jurisdictions with existing (2020) transit routes with 15- and 30-minute headways (4%); d) jurisdictions who have the smallest percentages of high fire or high sea level risk (8%); and 3) jurisdictions full or partial RCAAs and TCAC (42%); and 3) Income Allocation: a) redistributes a portion of V.L and L income units to RCAA jurisdictions. The methodology steps for Option C are 1) 2022 RGF (base unit allocation): a) distributes portion of RHNA based on four-year housing growth from the 2022 RGF; 2) Jobs, Transit, Resiliency, and AFFH (unit allocation): a) jurisdiction's share of 2020 jobs (15%); b) Jobs/housing ratio (35%); c) jurisdictions with existing (2020) transit routes with 15- and 30-minute headways (5%); d) jurisdictions who have the smallest percentages of high fire or high sea level risk (10%); and e) jurisdictions full or partial RCAAs with poverty (35%); and 3) Income Allocation: a) redistributes a portion of V.L and L income units to RCAA jurisdictions. The methodology steps for Option D are 1) 2022 RGF (base unit allocation): a) distributes portion of RHNA based on eight-year housing growth from the 2022 RGF; 2) Jobs, Transit, Resiliency, and AFFH (unit allocation): a) jurisdiction's share of 2020 jobs (15%); b) Jobs/housing ratio (35%); c) jurisdictions with existing (2020) transit routes with 15- and 30-minute headways (5%); d) jurisdictions who have the smallest percentages of high fire or high sea level risk based on developable area (10%); and e) jurisdictions full or partial RCAAs with poverty based on developable area (35%); and 3) Income Allocation: a) redistributes a portion of V.L and L income units to RCAA jurisdictions. The methodology steps for Option Z are 1) 2022 RGF (base unit allocation): a) distributes portion of RHNA based on four-year housing growth from the 2022 RGF; 2) Jobs, Transit, Resiliency, and AFFH (unit allocation): a) jurisdiction's share of 2020 jobs (15%); b) Jobs/housing ratio (31%); c) jurisdictions with existing (2020) transit routes with 15- and 30-minute headways (4%); d) jurisdictions who have the smallest percentages of high fire or high sea level risk (8%); and e) jurisdictions full or partial RCAAs and TCAC based on households (42%); and 3) Income Allocation: a) redistributes a portion of V.L and L income units to RCAA jurisdictions. AMBAG staff analysis includes 1) Options A+, B+, and Z allocate the most units to higher resource areas which is a high priority for HCD; 2) Option Z attempts to address the comments received from the Board, HCD, and the public; 3) Option B, C, and D do not allocate as many units to higher resource areas; and 4) Whatever option is selected, AMBAG staff recommends it include a 40% income shift. Lengthy discussion followed and questions from the Board were addressed by staff.

Don Freeman, AMBAG Legal Counsel, stated that the public hearing was closed at the December 2021 meeting. Due to a number of options that have been presented to the Board, we are opening a complete new public hearing on this item. In the event that a hybrid or a new option is created, its recommended that a second public hearing be opened for comment. A reviewing Authority or Court looks at the process, procedures, public comment, public participation, and that the decision made by the Board is based on the information and the evidence that is contained in the record. As we go through these options, I ask that you articulate why they are recommending certain changes or recommending a specific option. This will allow for the general public, public agencies, or any reviewing agency to have an understanding of how the Board arrived at their decision.

President McShane opened the public hearing.

Elizabeth Madrigal, MBEP stated that we would like to signal our support for AMBAG's 6th Cycle final draft RHNA methodology of Option Z with a 40% AFFH income shift, which, Santa Cruz YIMB, Land Watch Monterey County, California YIMB, Santa Cruz County Business Council, New Way Homes, YIMB Law also signaled support for. Option Z reflects HCD suggestions to AMBAG staff based on their informal review of the methodology, which include an AFFH income shift a 40%, decrease in the way of the regional growth forecast, an increase in the way of the AFFH factor, an a nuanced AFFH analysis which takes into account both TCAC Opportunity Map data and RCAA data. Option Z also includes prior Board direction to assign more weight to the jobs/housing balance factor and directs growth and to incorporated jurisdictions. In addition to Option Z promoting equity and inclusion, it also incentivizes development of deeply affordable housing and urban cores, which situates a good portion of our workforce closer to jobs and reduces vehicle miles traveled. This is critical to sustaining and growing the largest industries in our region: tourism, service, hospitality, and many others with lower paying occupations. More intensely concentrated unfairly house workforce. Full benefit employers, small or large, all of whom have been heavily impacted by the COVID 19 pandemic and need support more than ever. Thank you for your leadership and moving our region forward on existing and projected housing needs. We look forward to working with all 18 municipalities within the purview of AMBAG as they embark on the next step of updating the respective housing elements.

Megan Hunter, City of Salinas Community Development Director thanked the AMBAG for the extensive work they have done to look at these numbers, in a fair way, addressing many of the Board's concerns. We agree with MBEP and recommend Option Z with the 40% income shift. I think we need to keep in mind that, as planning staff, we're all embarking on updates to our housing elements and continued discussion on this methodology is going to delay kind of setting these numbers in place and really help getting us on the path to figure out how we're going to provide this housing in all of our jurisdictions. It is painful for all of us because we've been allocated a lot more units than we have ever had before. And, for this reason, I think any delays will be even more problematic. We've heard from AMBAG staff that Option Z is likely to be approved by HCD and it considered a lot of the Board's feedback. It's imperative that the Board act today and approve Option Z and moving forward with the income shift to 40%. Thank you.

Rafa Sonnenfeld, Santa Cruz YIMBY and YIMBY Law expressed their support for Option Z with the 40% income shift. As mentioned by previous commenters, we feel like this option best incorporates all of the comments and recommendations requested by the AMBAG Board, as well as HCD and the public. It's one of the two Options, along with Option A plus that are most likely to be approved by HCD staff. We believe Options Z is a good option because it best incorporates the jobs/housing imbalance, directing housing to the places where it's needed most for economic development, as well as reducing traffic. And it does a very good job at directing housing to areas of high opportunity and reducing sprawl. So, for all of those reasons, we are supporting Option Z with a 40% income shift.

John Farrow, Land Watch, thanked staff for patiently listening to the community and HCD and developing a robust set of alternatives. We urge support of Options Z with a 40% income shift. It best balances each of the statutory objectives. It promotes equity by ensuring that high opportunity areas will accommodate a greater share of affordable housing. It promotes climate friendly infill development by reducing VMT, and mostly by addressing the jobs/housing imbalances. Critically it incorporates all of HCD's recommendations so it can be approved promptly. The RHNA processes,

worked here, is identify the key objectives staff has been diligent, following HCD's guidance, particularly in addressing the concerns identified by the Planning Directors, the AMBAG Directors, and the public. We think that option Z is suitable outcome and meets the objectives best. We thank staff for listening, developing this option.

President McShane closed the public hearing.

Director Montesino moved to approve Option Z with a 40% income shift, seconded by Director Berkley. Lengthy discussion followed.

Director Ferlito gave a substitute motion to continue this item to the February 2022 Board of Directors meeting. The motion did not move forward due to lack of a second motion.

President McShane asked for roll call vote on the motion made by Director Montesino, seconded by Director Berkley to approve Option Z with a 40% income shift. Motion passed.

Motion made by Director Montesino, seconded by Director Berkley to approve Option Z with a 40% income shift. Motion passed with Directors Petersen, Ferlito, Smith, Cummings, and Timm voting No.

10. ELECTION OF 2022 AMBAG OFFICERS

Director Freeman reported that the Nomination Committee nominated Kristen Petersen as President, Lance Walker as 1st Vice President, and John Freeman as 2nd Vice President

Director Walker stated that he had a conflict with the timing of the meetings and opted out.

President McShane called for a nomination for 1st Vice President.

Director McAdams volunteered to be 1st Vice President.

Motion made by Director Smith seconded by Director Phillips to elect Kristen Petersen as President, Jenny McAdams as 1st Vice President, and John Freeman as 2nd Vice President. Motion passed with Director Berkley abstaining.

11. ADJOURNMENT

The Board of Directors meeting adjourned at 8:16 PM.

Kristen Petersen, President

Maura F. Twomey, Executive Director

DRAFT AMBAG BOARD OF DIRECTORS MEETING ATTENDANCE & VOTING RECORD

BOARD MEETING DATE: January 12, 2022

**Attendance (X= Present; AB= Absent)
Voting (Y= Yes; N=No; A=Abstain)**

MEMBER	AMBAG REP	Attendance	Item #6	Item #7	Item# 9.B	Item# 10
Capitola	Kristen Petersen	X	Y	Y	N	Y
Carmel-by-the-Sea	Karen Ferlito	X	Y	Y	N	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	X	Y	Y	N	Y
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	X	Y	Y	Y	Y
Santa Cruz	Justin Cummings	X	Y	Y	N	Y
Scotts Valley	Derek Timm	X	Y	Y	N	Y
Seaside	Jon Wizard	X	Y	Y	Y	Y
Soledad	Anna Velazquez	X	N/A	N/A	Y	Y
Watsonville	Eduardo Montesino	X	Y	Y	Y	Y
County-Monterey	Mary Adams	X	Y	Y	Y	Y
County-Monterey	John Phillips	X	Y	Y	Y	Y
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)

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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: February 9, 2022

RECOMMENDATION:

It is recommended that the Board of Directors accept the January 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:

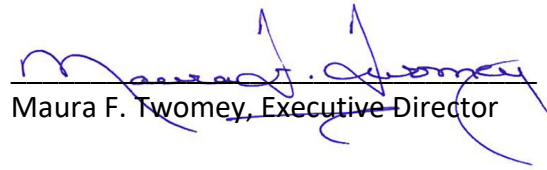
There is no direct financial impact. Staff time for monitoring clearinghouse activities is incorporated into the current AMBAG Overall Work Program and budget.

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 January 1– January 31, 2022.

APPROVED BY:

Maura F. Twomey, Executive Director

Attachment 1

AMBAG REGIONAL CLEARINGHOUSE

The AMBAG Board of Directors will review these items on 2/9/2022

Association of Monterey Bay Area Governments P.O. Box 2453, Seaside, CA 93955 /
831.883.3750

ENVIRONMENTAL DOCUMENTS

20220101- Mattison Lane Apartments
Sant Cruz County Lezanne Jeffs (831) 454-2480
Notice of Intent (NOI) / Mitigated Negative Declaration (MND)
This is a proposal to develop a 10-unit apartment complex, grouped into five two-story duet style buildings, and associated site improvement on two adjacent vacant parcels, with a combined area of approximately 2.5 acres. The project will be constructed in two phases, with the first phase including all site improvements and construction of four duet style buildings (eight units). An area for the second phase will be set aside for potential future construction of one additional duet style building.
Project is located in Santa Cruz County Parcel: 02521102
Public hearing information: TBD
Public review period ends: Friday, February 18, 2022

20220102- San Benito Draft Zoning Code
San Benito County Arielle Goodspeed (831) 902-2547
Notice of Public Hearing
The County has embarked on an update to the Zoning Ordinance, the document that provides detailed rules and regulations that affect how land in the County is used for farming, homes, commercial activity, and industry. The Zoning Ordinance has been revised over time, with its most recent comprehensive update in 1984. The County is now undertaking a further comprehensive update to the Zoning Ordinance to make it more modern, easier to use, and more reflective of recent changes in the County General Plan and State law. Key issues that will be addressed in the update of the Zoning Ordinance include: Streamlining the development process, making the Zoning ordinance easier to use, complying with changes in state law, implementing the County General Plan, fixing problems & helping homeowner s design ADUs.
Project is located in San Benito County Parcel: Countywide
Public hearing information: online Date: 3/2/2022 / Time: 6:00PM
Public review period ends: Thursday, March 31, 2022

20220103- State Route 68 Drainage Improvements
California Department of Transportation Matthew Fowler (805) 779-0793
Notice of Intent (NOI) / Master Environmental Assessment (MEA)
The proposed project would repair or replace portions of 25 existing drainage culvert systems that are in need of restoration along State Route 68 in Monterey County between post mile 0.2 and post mile 15.7. Some of the culvert repair locations would require drainage maintenance access easements and temporary construction easements. The project also includes lighting improvements on State Route 68 on the east side of Fairground Road at post mile R4.04, and installation of two new traffic census stations, one at post mile L4.14 at the westerly interchange with Route 1, and one at post mile R4.28 east of Fairground Road.
Project is located in Monterey County Parcel: Multiple
Public hearing information: online
Public review period ends: Tuesday, February 22, 2022

20220104- LCP-3SCO-21-0093-2 Part B (CDP Waivers)
California Coastal Commission Robert Moore (831) 427-4863
Notice of Public Hearing
Public hearing to determine whether the Commission concurs with the Executive Director's determination that the request by Santa Cruz County to establish new LCP provisions allowing for waivers of CDP requirements (subject to identified coastal resource protection criteria) is minor and thus should be approved as submitted, and if the Commission objects to such determination, possible action to extend the deadline for final Commission action on the amendment.
Project is located in Santa Cruz County Parcel: N/A
Public hearing information: Online Date: 2/11/2022 / Time: 9:00AM
Public review ends: Friday, February 4, 2022



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Amaury Berteaud, Special Projects Manager

SUBJECT: AMBAG Sustainability Program Update

MEETING DATE: February 9, 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 year 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. The RHTR working group is in the final stages of creating such a business plan in order to implement programs as a new Regional Energy Network, the RuralREN. If approved by the CPUC, the RuralREN would bring resources to the region, assisting residents, businesses, and the public agencies in completing energy efficiency projects and creating new sustainability initiatives.

RHTR partners have executed a memorandum of understanding for the development of the RuralREN and have created a detailed program design framework as well as program implementation plans and are currently finalizing the business plan. RHTR partners are also organizing a workshop of the California Energy Efficiency Coordinating Council (CAEECC) in order to present the concept of the RuralREN and gather feedback on the business plan. The finalized RuralREN business plan will be submitted to the CPUC on March 4, 2022. If approved by the CPUC, the RuralREN programs will start operating on January 1, 2023 and until December 31, 2031.

Planning Excellence!

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 new program, drive program enrollment, and provide energy efficiency technical assistance services. Current efforts are focused on enrolling public agencies and working with jurisdictions and school districts to support energy benchmarking.

School Districts

The State of California, over five years, has been releasing 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 must 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 as a result of the ongoing COVID-19 pandemic. The deadline to complete projects was extended to June 30, 2021, and the deadline to complete the final project completion reports was extended to June 30, 2022.

AMBAG staff has been working with sixteen 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 continued climate action on the central coast. In the past month AMBAG staff has been gathering data for the 2020 Community-wide GHG inventories.

ALTERNATIVES:

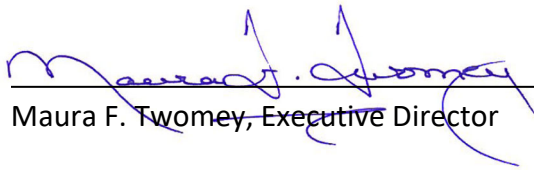
There are no alternatives to discuss as this is an informational report.

FINANCIAL IMPACT:

The budget is fully funded under the AMBAG-3CE MOU, a sub consultant agreement with the SJVCEO, and SB1 Planning Funds. All funding is programmed in the FY 2021-22 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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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, may cause more severe alarming rates of COVID-19 cases and hospitalizations (<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, San Benito County, and Santa Cruz County currently have a Community Transmission metric of “high” which is the most serious of the tiers; 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 AB361 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 9th day of February 2022.

Kristen Petersen, President

Maura F. Twomey, Executive Director



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Diane C. Eidam, Retired Annuitant

SUBJECT: Amendment to Information Technology Support Services Contract

MEETING DATE: February 9, 2022

RECOMMENDATION:

Staff recommends that the Board of Directors approve an amendment to AMBAG's Information Technology Support Services Contract to provide for the housing and maintenance of AMBAG's Offsite Real-Time Dynamic Remote Server Hosting with the Monterey Computer Corporation and authorize the Executive Director to negotiate and execute an amended agreement for an amount not to exceed \$30,000.

BACKGROUND/ DISCUSSION:

AMBAG's ability to execute its role as a Metropolitan Planning Organization is almost entirely dependent on the adequacy and reliability of its information technology resources. In 2019, AMBAG recognized the need to improve and protect its information technology capacity by replacing the agency's master server and establishing an offsite real-time dynamic remote server.

Due to changes in system complexity and the need to provide enhanced network security as a result of the requirement of staff to work remotely because of the Covid-19 pandemic, the extent of the maintenance services related to the offsite real-time dynamic remote server was not contemplated in the maintenance contract competitively procured and awarded to Monterey Computer Corporation in June 2019.

ALTERNATIVES:

Pursuing a competitive procurement in this case does not serve the public interest. The maintenance of the onsite server is included in the existing contract with the Monterey Computer Corporation. It is not possible to separate the housing and maintenance of

Planning Excellence!

the redundant server due to the need to perform identical maintenance and updates to both servers simultaneously. Ensuring that the system is functioning properly also involves access to both the on-site and offsite servers.

FINANCIAL IMPACT:

The amendment provides for monthly fixed flat-rate fee of \$792 and adds \$8,712, \$9,504, and \$9,504 for fiscal years ended in 2022, 2023, and 2024, respectively and are subject to approval by the AMBAG Board of Directors.

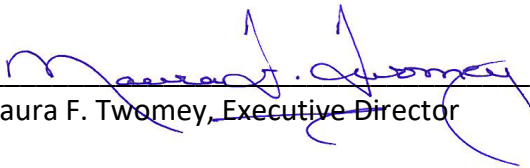
COORDINATION:

AMBAG staff coordinated with AMBAG legal counsel in preparation of the draft amended agreement.

ATTACHMENT:

1. Draft Amendment #1 to the Information Technology Support Services Contract.

APPROVED BY:


Maura F. Twomey, Executive Director

Attachment 1
AGREEMENT FOR SERVICES
AMENDMENT #1

THIS Amendment is made and entered into this 1st of August 2021, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and the **Monterey Computer Corporation**, hereinafter called "**CONTRACTOR**."

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for Monterey, Santa Cruz and San Benito Counties, AMBAG is charged with maintaining a level of IT Support Services to serve the Board of Directors; 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 IT Support Services; and

WHEREAS, pursuant to its annual Overall Work Program (OWP), AMBAG will be engaged in many activities and projects that will require certain IT Support Services to complete the goals of AMBAG; and

WHEREAS, the original contract dated July 1, 2019 required the CONTRACTOR to provide service and maintenance on the AMBAG IT Support; and

WHEREAS, it is in the public interest for AMBAG to maintain a separate, dedicated remote (off-site) redundant server and the need to perform identical maintenance and updates to both on-site and remote server simultaneously; and

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

COMPENSATION

AMBAG shall pay CONTRACTOR for services on a monthly fixed flat-rate fee of \$792.00 as detailed below to host, maintain and update a dedicated real time dynamic remote redundant server. The proposed monthly total fixed flat-rate fees are \$8,712, \$9,504, and \$9,504 for fiscal years ended in 2022, 2023, and 2024, respectively and are subject to budget approval by the AMBAG Board of Directors. In no event shall compensation as described in Exhibit A exceed \$30,000 total for a 35 month term without prior written consent of AMBAG.

Monterey Computer Corporation proposes the following activities, to take place between August 1, 2021 and June 30, 2024:

Scope of Work: Provide housing and maintenance for AMBAG's offsite real time dynamic remote server.

Monterey Computer Corporation

1/3/2022

Cost Proposal

Hosting, Housing, and Maintenance of

AMBAG Offsite Real-Time Dynamic Remote Server

Utilities	Cost	kWh	Mo. Cost	Heat Calc.	Pro. Cost
PG&E Average Bill gas and electric: Watts/Month (Average Cost)	1380	1144.5	1380		138
Air Conditioning Electrical consumption (10% AMBAG Usage)		775	850		80
HP GEN10	64		64		16
Dual Ext. Gas Generators (2300 total watts and 3100 burst mode Output)	2100		90		9
UPS for HP GEN10 Server, 4 YR	2200		53		53
Air Conditioning Unit (2.5 Ton, 30,000 BTU Output)				30,000 BTU	
Air Conditioning Maintenance (2/Yr.)	200		17		17
Hardware					
AMBAG G10 Server (Watt/hr) 306 X 24 X 30 Watt/hrs/mo	346	249,120	24.9 kWh	8448 BTU/h	
AMBAG NAS UNIT (Watt/Hr) 480 X 24 X 30 Watt/hrs/mo	480	345,600	34.6 kWh	6540 BTU/h	
TOTAL kWh		594,720	59.5 kWh	10%	
AMBAG Hardware in Rack Space used 1' X 1.5' X 3" = 4.5' cu.ft.	4.5				10
Equipment and Services					
Comcast Line (Avg. Cost/Mo.) Bandwidth 10%	480		48		48
Watchguard Multi-Port Firewall (3 YR. Life)	2850		28		28
WatchGuard Security, License 1 YR	1750		22		22
Security Cameras and DVR (3YR Life)	1550		19		19
Rapid Recover Managing Node Computer, AMBAG 12% of use	2000		90		39
Associated Labor Required					
Manage Devices and Install Updates as Necessary			150		50
Check system logs, Smart Agent Logs, & Error Logs			150		70
MISC.					
Building and Liability Insurance	2548		90		90
IT Computer Room Facility 18' X 17' X 8' = 2448 cu.ft.	2448				
				Prorated Total	689
Profit margin 15%			103.35		\$792
POWER CALCULATIONS AND HEAT/COOL CALC.					
COMMUNICATIONS AND VIDEO SUPPORTING ITEM				Cost/Month	\$792

In all other respects, AMBAG and Contractor hereby confirm the original AGREEMENT FOR SERVICES dated July 19,2019 shall remain in effect.

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)

Signature: _____

Name: Kristen Petersen

Title: Board President

Association of Monterey Bay Area Governments (AMBAG)

CONSULTANT:

Signature: _____

Name: Jerry McConnell

Title: CEO

Firm: Monterey Computer Corporation

APPROVED TO AS TO FORM:

By: _____

Don Freeman, AMBAG Legal Counsel

P.O. Box 805, Carmel CA 93921

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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: William Condon, Planner

SUBJECT: Formal Amendment No. 7 to the Monterey Bay Metropolitan Transportation Improvement Program (MTIP): FFY 2020-21 to FFY 2023-24

MEETING DATE: February 9, 2022

RECOMMENDATION:

Approve Formal Amendment No. 7 to the Monterey Bay Metropolitan Transportation Improvement Program (MTIP): FFY 2020-21 to FFY 2023-24 by adopting Resolution No. 2022-4 (Attachment 1).

BACKGROUND/ DISCUSSION:

The federally required Metropolitan Transportation Improvement Program (MTIP) is a comprehensive listing of surface transportation improvement projects for the tri-county Monterey Bay Region that receive federal funds or are subject to a federally required action, and/or are regionally significant.

AMBAG, as the federally designated Metropolitan Planning Organization (MPO) for the Monterey Bay Region, prepares and adopts the MTIP at least once every two years. The MTIP covers a four-year period and must be financially constrained by year, meaning that the amount of dollars committed to the projects (also referred to as “programmed”) must not exceed the amount of dollars estimated to be available. The MTIP: FFY 2020-21 to FFY 2023-24 was adopted by the AMBAG Board at their February 10, 2021 meeting. It received state approval on April 1, 2021 and joint approval by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) on April 16, 2021. Upon the MTIP: FFY 2020-21 to FFY 2023-24 receiving federal approval, it was included in the 2021 Federal Statewide Transportation Improvement Program (FSTIP).

What constitutes Formal Amendment to the adopted MTIP?

1. Federal regulations require that any addition or deletion of a project within the first four years of the adopted MTIP require formal amendment.
2. A significant change in project scope of work and/or cost estimate over \$20 million or 50% of the total project cost as programmed within the first four years requires a formal amendment to the adopted MTIP. There is no limit on adding funds to a grouped project listing.

Who approves Formal Amendments to the MTIP?

1. As per the federal requirements, each formal amendment to the MTIP is first circulated for public review and comments for a minimum of two weeks. Thereafter, the formal amendment is presented to the MPO Board for their approval.
2. After the MPO's approval, the formal amendment is submitted to the State Department of Transportation (Caltrans) for their approval.
3. After the State's approval, the formal amendment is forwarded to the FHWA and FTA for their joint approval.
4. Upon federal approval, the formal amendment by reference is included in the FSTIP.

Formal Amendment No. 7 to the MTIP: FFY 2020-21 to FFY 2023-24 updates two (2) projects, as listed in **Attachment 2**, Summary of Changes. The complete project listing included in Formal Amendment No. 7 is also enclosed with the agenda (**Attachment 3**) and can be viewed/downloaded using the AMBAG website link (www.ambag.org).

In accordance with the current federal regulations, the proposed Formal Amendment No. 7 is financially constrained to reasonably available resources. The projects included in Formal Amendment No. 7 have been developed in accordance with all applicable transportation planning requirements per 23 CFR Part 450 and are expected to support the establishment and achievement of performance management targets. The projects included in this Formal Amendment No. 7 also meet the following general requirements for a project to be approved by the U.S. Department of Transportation as a part of the MTIP:

- 1) Projects must be consistent with AMBAG's adopted 2040 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS);
- 2) Projects must be financially constrained, and;

3) Projects must satisfy public review/comments requirements.

ALTERNATIVES:

The Board could take an action not to approve Formal Amendment No. 7 to the MTIP: FFY 2020-21 to FFY 2023-24. In this case, work on the project included in this formal amendment could be put on hold.

FINANCIAL IMPACT:

This is a federally funded activity. Staff time to carry out the formal amendment process as well as cost for publication of the public notice in the local newspapers for public review and comment is programmed in the adopted FY 2021-22 Monterey Bay Region Overall Work Program (OWP) and Budget.

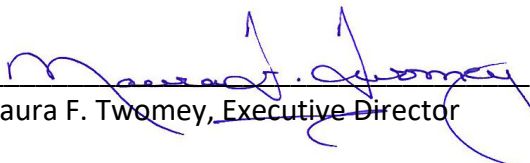
COORDINATION:

Formal Amendment No. 7 to the MTIP: FFY 2020-21 to FFY 2023-24 was prepared in coordination and consultation with the California Department of Transportation (Caltrans), Council of San Benito County Governments (SBtCOG), Monterey-Salinas Transit (MST), Santa Cruz County Regional Transportation Commission (SCCRTC), Santa Cruz Metropolitan Transit District (SCMTD) and Transportation Agency for Monterey County (TAMC).

ATTACHMENTS:

1. Resolution No. 2022-4
2. Summary of Changes
3. Project Programming Pages

APPROVED BY:


Maura F. Twomey, Executive Director

**A RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS
ADOPTING FORMAL AMENDMENT NO. 7 TO THE MONTEREY BAY METROPOLITAN
TRANSPORTATION IMPROVEMENT PROGRAM (MTIP)
FFY 2020-21 to FFY 2023-24**

WHEREAS, the Association of Monterey Bay Area Governments has been designated by the Governor of the State of California as the Metropolitan Planning Organization (MPO) for the Monterey Bay area; and

WHEREAS, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require that in each urbanized area, as a condition to the receipt of Federal capital or operating assistance, the MPO carries out, in cooperation with State, local agencies and publicly owned operators of mass transportation services, a continuing, cooperative and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, the Fixing America's Surface Transportation Act (FAST Act) calls for the development of at least a four-year Transportation Improvement Program (TIP), under direction of the MPO in cooperation with State and local officials, regional and local transit operators, and other affected transportation and regional planning and implementing agencies; and

WHEREAS, AMBAG has developed a four-year program of projects, consistent with AMBAG's *2040 Metropolitan Transportation Plan/Sustainable Communities Strategy*, the *2021 State Transportation Improvement Program*, the *2021 State Highway Operation and Protection Program*, and the area's Regional Transportation Improvement Programs and Short Range Transit Plans; and

WHEREAS, this document is financially constrained and prioritized by funding year, adding only those projects for which funding has been identified and committed in accordance with 23 CFR 450; and

WHEREAS, projects in Formal Amendment No. 7 satisfy the transportation conformity provisions of 40 CFR 93.122(g) and all applicable transportation planning requirements per 23 CFR Part 450 and are expected to support the establishment and achievement of performance management targets; and

WHEREAS, consultation with cognizant agencies was undertaken and the MTIP was considered with adequate opportunity for public review and comment, in accordance with 23 CFR 450:

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Association of Monterey Bay Area Governments does hereby approve and authorize the submission of Formal Amendment No. 7 to the *Monterey Bay Metropolitan Transportation Improvement Program FFY 2020-21 to FY 2023-24* to the appropriate Federal and State agencies.

PASSED AND ADOPTED this 9th day of February 2022.

Attachment 2
Summary of Changes

MTIP FFY 2020-21 to FFY 2023-24
Formal Amendment No. 6

Project Number	Project Name	Change	Prior \$ (\$1,000)	New \$ (\$1,000)	% Change
SHOPP9	Grouped Projects for Safety Improvements, Shoulder Improvements, Pavement Resurfacing and/or Rehabilitation - Minor Program	New Project	\$0	\$4,520	100%
TAM01MO	Highway 68 Corridor	Reduce \$4,431K RIP-STIP Funds in FFY 2022/23, PE (was \$6,518K). Reduce \$12,085K RIP-STIP Funds in FFY 2022/23, RW. Add \$23,516K RIP-STIP Funds in FFY 2023/24, PE. Add \$799K HIP Funds in FFY 2022/23, PE. Utilize \$104K toll credits to match HIP funds. Add \$1,949K SB1 Local Partnership Program (LPP) funding in FY 2022/23, PE. Update description project limits from Josselyn Canyon Road to San Benancio Road.	\$21,197	\$30,945	46%

MTIP FFY 2020-21 to FFY 2023-24
Formal Amendment No. 7

MPO ID: SHOPP9

CTIPS ID: 201-0000-0548

TITLE: Grouped Projects for Safety Improvements, Shoulder Improvements, Pavement Resurfacing and/or Rehabilitation - Minor Program

DESCRIPTION: Projects are consistent with 40 CFR Part 93.126 Exempt Tables 2 and Table 3 categories - Railroad/highway crossing, Safer non-Federal-aid system roads, Shoulder improvements, traffic control devices and operating assistance other than signalization projects, Intersection signalization projects at individual intersections, Pavement marking demonstration, Truck climbing lanes outside the urbanized area, Lighting improvements, Emergency truck pullovers, Pavement resurfacing and/or rehabilitation, E)

COUNTY: Various Counties

IMPLEMENTING AGENCY: Caltrans

PRJ MGR: Kristin Wilson

PHONE: (805) 549-3050

Dollars in Thousands

Fund Category:CT Minor Pgm

Fund Type:SHOPP Advance Construction (AC)

Funding Agency:Caltrans

	PRIOR	20/21	21/22	22/23	23/24	FUTURE	TOTAL
PE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CON	\$1,383	\$0	\$4,520	\$0	\$0	\$0	\$5,903
Total:	\$1,383	\$0	\$4,520	\$0	\$0	\$0	\$5,903

MPO ID: TAM01MO

CTIPS ID: 201-0000-0552

TITLE: Highway 68 Corridor

DESCRIPTION: On State Route 68 from Josselyn Canyon Road to Spreckels Blvd.

Operational improvements.

COUNTY: Monterey County

SYSTEM: State Highway System

IMPLEMENTING AGENCY: Caltrans

PRJ MGR: Carla Yu

PHONE: (805) 549-3749

Dollars in Thousands

Fund Category: RIP

Fund Type: STIP Advance Construction

Funding Agency: Transportation Agency For Monterey County

	PRIOR	20/21	21/22	22/23	23/24	FUTURE	TOTAL
PE	\$3,400	\$0	\$0	\$2,087	\$23,516	\$0	\$29,003
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CON	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total:	\$3,400	\$0	\$0	\$2,087	\$23,516	\$0	\$29,003

Fund Category: Other Fed

Fund Type: Highway Infrastructure Program (HIP)

Funding Agency: Caltrans

	PRIOR	20/21	21/22	22/23	23/24	FUTURE	TOTAL
PE	\$0	\$2,594	\$0	\$799	\$0	\$0	\$3,393
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CON	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total:	\$0	\$2,594	\$0	\$799	\$0	\$0	\$3,393

Fund Category: State SB1

Fund Type: Road Repair and Accountability Act of 2017

	PRIOR	20/21	21/22	22/23	23/24	FUTURE	TOTAL
PE	\$0	\$0	\$0	\$1,949	\$0	\$0	\$1,949
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CON	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total:	\$0	\$0	\$0	\$1,949	\$0	\$0	\$1,949

Project Total:

	PRIOR	20/21	21/22	22/23	23/24	FUTURE	TOTAL
PE	\$3,400	\$2,594	\$0	\$4,835	\$23,516	\$0	\$34,345
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CON	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total:	\$3,400	\$2,594	\$0	\$4,835	\$23,516	\$0	\$34,345



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Gina Schmidt, GIS Coordinator

SUBJECT: Integrated Land Use Model and Development Monitoring Framework Tool Consultant Agreement

MEETING DATE: February 9, 2022

RECOMMENDATION:

It is recommended that the Board authorize the Executive Director to negotiate and execute an agreement with Manhan Group, LLC for Integrated Land Use Model and Development Monitoring Framework Tool consultant services in an amount not to exceed \$480,000.

BACKGROUND/DISCUSSION:

AMBAG requires land use modeling and monitoring tools to be developed under consultant services agreement to assist with enhancement and integration into AMBAG's Regional Travel Demand Model for use in our next cycle of the Metropolitan Transportation Plan and Sustainable Communities Strategy (MTP/SCS) beginning in 2023.

Following the AMBAG procurement policies, staff issued a Request for Proposals (RFP) for the Integrated Land Use Model and Development Monitoring Framework Tool in December 2021. The RFP was advertised in local newspapers, the RFP National Database, online on Travel Model Improvement Program (TMIP) federal website, and AMBAG's website. AMBAG received three proposals to conduct the work.

An Evaluation Committee consisting of representatives from partners on this grant project (Butte County Association of Governments, San Luis Obispo Council of Governments, Shasta Regional Transportation Agency, and Tahoe Regional Planning Agency) in conjunction with AMBAG reviewed the proposals and unanimously

concluded that Manhan Group, LLC was the most qualified to complete the work and recommended that Manhan Group, LLC be awarded the contract.

ALTERNATIVES:

This work is funded in the FY 2021/2022 Overall Work Program (OWP) and Budget. AMBAG could choose not to hire land use modeling consultant services to develop an integrated tool for our Regional Travel Demand Model. 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 2021/2022 OWP and Budget.

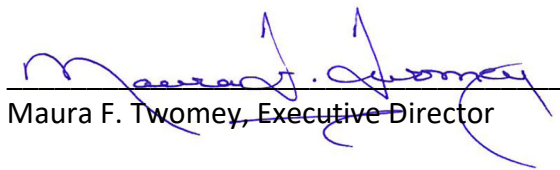
COORDINATION:

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

ATTACHMENT:

1. Draft Agreement with Manhan Group, LLC

APPROVED BY:



Maura F. Twomey, Executive Director

Attachment 1

DRAFT AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 10th day of February 2022, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and the **Manhan Group, LLC**, hereinafter called "**CONTRACTOR**."

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for Monterey, Santa Cruz and San Benito Counties, AMBAG is charged with maintaining a level of Integrated Land Use Model and Development Monitoring Framework Tool; 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 Integrated Land Use Model and Development Monitoring Framework Tool; and

WHEREAS, pursuant to its annual Overall Work Program (OWP), AMBAG will be engaged in many activities and projects that will require certain analysis using Integrated Land Use Model and Development Monitoring Framework Tool to complete the goals of AMBAG; 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 **Colby Brown, 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 as described in Exhibit A exceed (\$480,000 total) without prior written consent of AMBAG.
- B. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal (Exhibit A) for all work performed included in the Project Tasks/Services (Exhibit A). 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 salary 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.
- 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, or upon completion the Contract. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved Cost Proposal 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 fifteenth 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 and upon reimbursement by the State of California. AMBAG will withhold 10% of each invoice until fully reimbursed by the State of California. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the "Project Tasks/Services, Timeline, and Budget," Exhibit A. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.
- 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
P.O. 2453
Seaside, CA 93955

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 terminated or 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 CONTRACTOR, become AMBAG's 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 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.

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
P.O. 2453
Seaside, CA 93955**

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 Peterson

Title: Board President

Association of Monterey Bay Area Governments (AMBAG)

Address: 24580 Silver Cloud Court, Monterey, CA 93940

CONTRACTOR:

Signature: _____

Name: Colby Brown

Title: Principal

Firm: Manhan Group, LLC

Address: 27 Manhan Road, Southampton, MA 01073

APPROVED TO AS TO FORM:

By:_____

Don Freeman, AMBAG Legal Counsel

P.O. Box 805, Carmel CA 93921

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

COST OF PROPOSAL - RFP ATTACHMENT B

Project: Integrated Land Use Model and Development Monitoring Framework Tool

Consultant: Manhan Group, LLC (and partners)

Services will commence on 3/1/22 and be fully completed on 6/30/24.

		Hours	Actual Rate/Hr	Loaded* rate/Hr	Labor Amount	Total	Due Date
Task 1: Land Use Monitoring Tool							12/31/22
Colby Brown	Project Principal	100	\$ 150.00	\$ 190.00	\$ 15,000.00	\$ 19,000.00	
Ya Wang	Project Manager	100	\$ 150.00	\$ 190.00	\$ 15,000.00	\$ 19,000.00	
Kaden Weber	Software Developer	120	\$ 83.68	\$ 106.00	\$ 10,042.11	\$ 12,720.00	
Troy Hightower	Principal, TDH	40	\$ 100.00	\$ 150.00	\$ 4,000.00	\$ 6,000.00	
Tim Reardon	Director of Data Services, MAPC	40	\$ 61.86	\$ 136.71	\$ 2,474.40	\$ 5,468.40	
Ryan Kelley	Digital Services Manager, MAPC	60	\$ 48.79	\$ 107.83	\$ 2,927.40	\$ 6,469.80	
Jessie Partridge Guerrero	Research Manager, MAPC	40	\$ 47.49	\$ 104.96	\$ 1,899.60	\$ 4,198.40	
Tarin McAdoo Comer	Lead Web Developer, MAPC	60	\$ 46.15	\$ 102.00	\$ 2,769.00	\$ 6,120.00	
						<u>\$ 78,976.60</u>	
Task 2: Development of Land Use Modeling Framework							12/31/22
Colby Brown	Project Principal	200	\$ 150.00	\$ 190.00	\$ 30,000.00	\$ 38,000.00	
Ya Wang	Project Manager	180	\$ 150.00	\$ 190.00	\$ 27,000.00	\$ 34,200.00	
Kaden Weber	Software Developer	120	\$ 83.68	\$ 106.00	\$ 10,042.11	\$ 12,720.00	
Troy Hightower	Principal, TDH	80	\$ 100.00	\$ 150.00	\$ 8,000.00	\$ 12,000.00	
Matt Noonkaster	Principal, CEI	82	\$ 82.86	\$ 290.00	\$ 6,794.52	\$ 23,780.00	
Ian Varley	Senior Planner, CEI	620	\$ 35.71	\$ 125.00	\$ 22,140.20	\$ 77,500.00	
						<u>\$ 198,200.00</u>	
Task 3: Integration of Land Use Model into all Five Regional Travel Demand Models							12/31/23
Colby Brown	Project Principal	80	\$ 150.00	\$ 190.00	\$ 12,000.00	\$ 15,200.00	
Ya Wang	Project Manager	40	\$ 150.00	\$ 190.00	\$ 6,000.00	\$ 7,600.00	
Marc Warner	Principal, WTC	60	\$ 62.50	\$ 150.00	\$ 3,750.00	\$ 9,000.00	
						<u>\$ 31,800.00</u>	
Task 4: Application of Land Use Model Framework for all Five MPOs							3/31/24
Colby Brown	Project Principal	240	\$ 150.00	\$ 190.00	\$ 36,000.00	\$ 45,600.00	
Ya Wang	Project Manager	120	\$ 150.00	\$ 190.00	\$ 18,000.00	\$ 22,800.00	
Troy Hightower	Principal, TDH	80	\$ 100.00	\$ 150.00	\$ 8,000.00	\$ 12,000.00	
Matt Noonkaster	Principal, CEI	8	\$ 82.86	\$ 290.00	\$ 662.88	\$ 2,320.00	
Ian Varley	Senior Planner, CEI	584	\$ 35.71	\$ 125.00	\$ 20,854.64	\$ 73,000.00	
						<u>\$ 155,720.00</u>	
Other Direct Costs**							
CommunityViz	Scenario 360 Licensing (5 MPOs, 2 years renewal)					\$ 4,375.00	
Training	In-Person Event Cost (optional)					\$ 6,000.00	
Total hours:			3,054	Total Cost:		\$ 475,071.60	

* 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 overhead & fringe %) x (1 + fee %)

** All software licensing costs are optional if open-source implementation is selected.

Colby Brown, CEO 1/13/22

Name and Title of Authorized Representative (typed) Date

Signature of Authorized Representative

Date

SUBCONSULTANT LIST - RFP ATTACHMENT C

The proposal shall include a complete list of all proposed subconsultants. All subconsultants listed must be provided a meaningful element of work within the defined scope of work. Changes to this Subconsultant List will not be allowed without prior written approval from AMBAG.

PROPOSED SUBCONSULTANTS

Subconsultant Firm Name and Address	Scope of Work	Dollar Amount of Work
City Explained, Inc., 715 N. Graham Street, Unit 210 Charlotte, NC 28202	CommunityViz	\$184,655
TDH Associates International, Po Box 2493, Bakersfield, CA 93303, USA	GIS, coordination	\$30,000
Warner Transportation Consulting, Inc., 177 Riverside Dr, Florence, MA 01062	TransCAD models	\$9,000
Metropolitan Area Planning Council, 60 Temple Pl, Boston, MA 02111	Land Use Monitoring	\$22,256.60

Manhan Group, LLC

Name of Firm

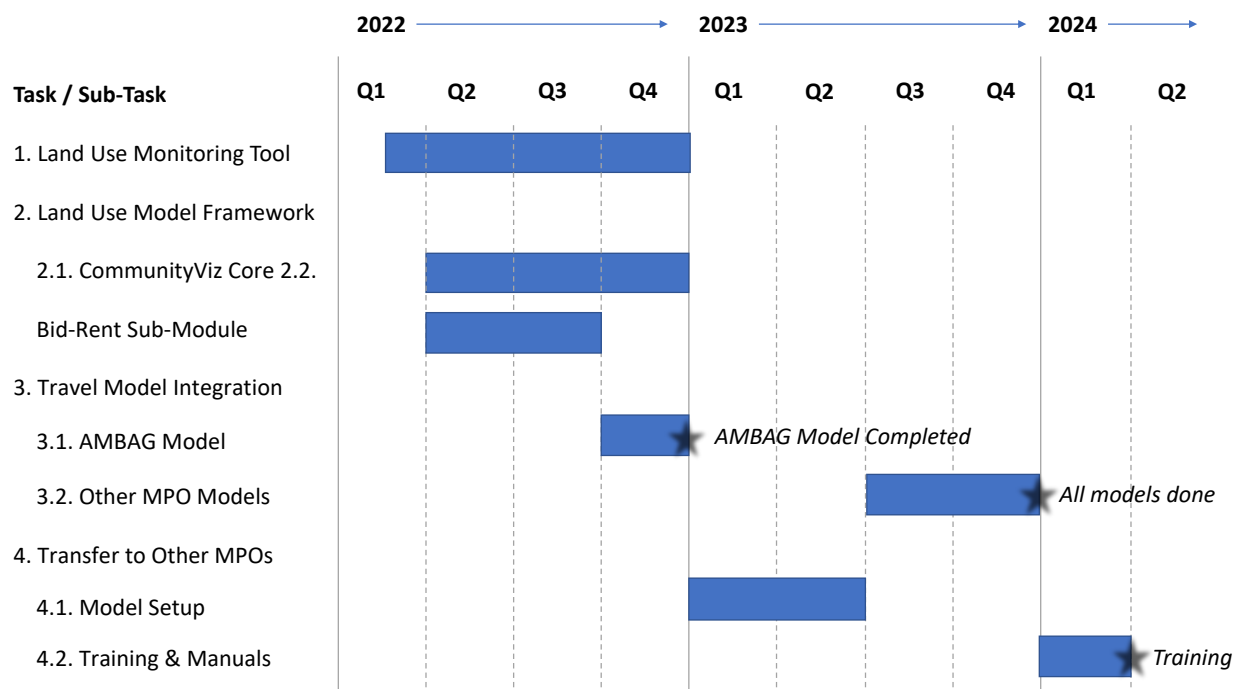
Colby Brown, CEO

Printed name and Title of Signatory

Signature

Date

1/13/22



**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**

Statement Regarding Use of DBEs and Affirmative Action Policy

TDH Associates International, led by Troy Hightower, is a registered DBE in the State of California. Their address is 1522 18th St, Suite 314 Bakersfield, CA 93301. Troy will perform GIS analysis and coordination work similar to his previous role assisting Manhan Group in developing SANDAG's Sub-Regional Forecasting (SRF) system. We have budgeted \$30,000 for his participation on the team.

Manhan Group, LLC is 60% owned by people of color and 50% owned by women; however it is not a registered DBE and does not have an affirmative action policy (which is not required, having fewer than 50 employees).

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

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 <i>(including address 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

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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: AMBAG Line of Credit Renewal and Extension

MEETING DATE: February 9, 2022

RECOMMENDATION:

Staff recommends that the Board of Directors approve the following actions:

1. Approve Borrowing Resolution 2022-5 (Attachment 1) renewing AMBAG's line of credit in the amount of \$100,000 and extending the maturity date of the loan one year.
2. Authorize AMBAG staff and the Board President to execute line of credit documents to release funds for borrowing.

BACKGROUND/DISCUSSION:

AMBAG is primarily funded through federal, state and local grants paid on a reimbursement basis. As reimbursement is sometimes delayed, AMBAG maintains a line of credit to address short-term cash flow needs. The currently approved line of credit through Mechanics Bank (formerly Rabobank) is \$100,000.

On January 13, 2021, the AMBAG Board of Directors approved Borrowing Resolution 2021-1, which renewed AMBAG's \$100,000 line of credit and extended the loan maturity date through February 13, 2022.

The financial institution has requested that the Board of Directors adopt Borrowing Resolution 2022-5 (Attachment 1) renewing the \$100,000 line of credit and extending the maturity date by one year to satisfy its legal requirements. This is an annual requirement.

FINANCIAL IMPACT:

There is an initial processing fee of approximately \$1,000 to continue the line of credit. Borrowings under the line of credit bear interest at the Wall Street Journal Prime rate, plus a margin of 5.25 percent, but are subject to an interest rate floor of 4.00 percent. The interest rate at January 31, 2022 was 8.5 percent. The line of credit is secured by Uniform Commercial Code (UCC) collateral.

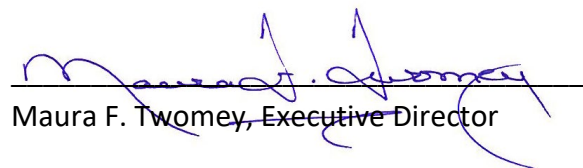
AMBAG last accessed its line of credit on March 4, 2013 as a result of delayed payments from Caltrans and Pacific Gas and Electric (PG&E). The line of credit was paid in full on March 21, 2013.

COORDINATION:

Staff has coordinated with Mechanics Bank in an effort to renew and extend AMBAG's line of credit.

ATTACHMENTS:

1. Borrowing Resolution 2022-5

APPROVED BY:

Maura F. Twomey, Executive Director

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS TO AUTHORIZE BORROWING ON
A LINE OF CREDIT**

WHEREAS, the Association of Monterey Bay Area Governments (“AMBAG”) is an association of cities and counties in the Monterey Bay Region formed under California Government Code Sections 6500, et. seq.; and

WHEREAS, AMBAG previously obtained a loan in the original principal amount of \$100,000.00 (the “Loan”) from Mechanics Bank (formerly Rabobank, N.A.) (the “Bank”) pursuant to that certain Credit Agreement dated January 20, 2015 (as amended from time to time, the “Loan Agreement”), and evidenced by that certain Promissory Note dated January 20, 2015, executed by AMBAG in favor of the Bank.; and

WHEREAS, AMBAG desires to renew the Loan in the principal amount of \$100,000.00 and extend the maturity date of the Loan.

RESOLVED that AMBAG is authorized, from time to time, acting by and through the Authorized Officers set forth below, to obtain from the Bank such credit facilities or financial accommodations, including amendments to the existing Loan Agreement (the “Credit Facilities”) as the Authorized Officers in their discretion deem appropriate to meet AMBAG’s business needs, up to an aggregate principal amount not to exceed the amount of the Loan. The actions approved by this resolution include but are not limited to:

1. the borrowing of money from the Bank;

RESOLVED FURTHER, that any two (2) of the following:

- a. Maura Twomey as Executive Director
- b. Kristen Petersen as President
- c. Bhupendra Patel as Authorized Signer
- d. Heather Adamson as Authorized Signer

of AMBAG, shall be the “Authorized Officers” authorized to act on behalf of and bind AMBAG.

RESOLVED FURTHER, that the Authorized Officers are authorized, in the name of AMBAG to:

- a. execute and deliver to the Bank, or any affiliate thereof, as applicable, instruments, documents and agreements, including such recitals, covenants, and other provisions as the Bank, or any affiliate thereof, may require and the Authorized Officers may approve, necessary or required by Bank to evidence any of the Credit Facilities;
- b. endorse, assign and deliver to the Bank, any and all notes, acceptances, drafts, receivables and other evidences of indebtedness discounted with or sold to the Bank; and
- c. execute renewals, amendments or extensions of any of the foregoing.

RESOLVED FURTHER, that any and all acts previously taken by any Authorized Officer in furtherance of or consistent with the actions authorized under these resolutions are hereby ratified.

RESOLVED FURTHER, that the Bank, or any affiliate thereof, are authorized to act upon the foregoing resolutions until written notice of revocation is received by Bank at 915 Highland Pointe Drive, Suite 350, Roseville, CA 95678, and that AMBAG hereby granted shall apply with equal force and effect to the successors in office of the Authorized Officers.

RESOLVED FURTHER, that this Resolution is being presented to Bank in addition to any other resolutions that have been presented on behalf of AMBAG prior to the date set for the below.

RESOLVED FURTHER, that the amount approved in this Resolution is in addition to any amounts previously approved by any prior resolution.

PASSED AND ADOPTED this 9th day of February, 2022.

Kristen Petersen, President

Maura F. Twomey, Executive Director



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: February 9, 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 November 30, 2021, as well as a budget-to-actual comparison. Amounts in the Financial Update Report are unaudited.

FINANCIAL IMPACT:

The Balance Sheet for November 30, 2021, reflects a cash balance of \$3,425,278.73. The accounts receivable balance is \$534,314.74, while the current liabilities balance is \$230,183.20. AMBAG has sufficient current assets on hand to pay all known current obligations.

AMBAG's Balance Sheet as of November 30, 2021, reflects a positive Net Position of \$11,966.24. This is due to the Profit and Loss Statement reflecting an excess of revenue over expense of \$166,650.15. 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.

Planning Excellence!

The following table highlights key Budget to Actual financial data:

Budget to Actual Financial Highlights
For Period July 1, 2021 through November 30, 2021

Expenditures	Budget Through November 2021	Actual Through November 2021	Difference
Salaries & Fringe Benefits	\$ 1,020,106.00	\$ 932,959.50	\$ 87,146.50
Professional Services	\$ 3,167,109.00	\$ 666,272.66	\$ 2,500,836.34
Lease/Rentals	\$ 37,917.00	\$ 33,588.74	\$ 4,328.26
Communications	\$ 10,333.00	\$ 7,398.31	\$ 2,934.69
Supplies	\$ 46,417.00	\$ 10,862.65	\$ 35,554.35
Printing	\$ 6,958.00	\$ 1,191.20	\$ 5,766.80
Travel	\$ 29,250.00	\$ 409.84	\$ 28,840.16
Other Charges	\$ 136,231.00	\$ 160,027.31	\$ (23,796.31)
Total	\$ 4,454,321.00	\$ 1,812,710.21	\$ 2,641,610.79
Revenue			
Federal/State/Local Revenue	\$ 4,478,575.00	\$ 1,979,360.36	\$ 2,499,214.64
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 \$7,931,330 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.

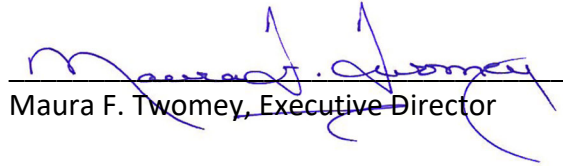
COORDINATION:

N/A

ATTACHMENTS:

1. Balance Sheet as of November 30, 2021
2. Profit and Loss: July 1, 2021 – November 30, 2021
3. Cash Activity for December 2021

APPROVED BY:



Maura F. Twomey, Executive Director

AMBAG

Balance Sheet - Attachment 1

As of November 30, 2021

November 30, 2021		November 30, 2021	
Assets		Liabilities & Net Position	
Current Assets		Liabilities	
Cash and Cash Equivalents		Current Liabilities	
Mechanics Bank - Special Reserve		Accounts Payable	
Mechanics Bank - Checking		Employee Benefits	
Mechanics Bank - REAP Checking		Mechanics Bank - Line of Credit	
Petty Cash		Total Current Liabilities	
LAIF Account			
Total Cash and Cash Equivalents			
Accounts Receivable		Long-Term Liabilities	
Accounts Receivable		Deferred Inflows - Actuarial	
Total Accounts Receivable		Net Pension Liability (GASB 68)	
		OPEB Liability	
Other Current Assets		Deferred Revenue	
Due from PRWFPA/RAPS		Total Long-Term Liabilities	
Prepaid Items			
Total Other Current Assets		Total Liabilities	
Total Current Assets			
Long-Term Assets			
Net OPEB Asset			
FY 2002-2003 Housing Mandate Receivable		Net Position	
Allowance for Doubtful Accounts		Beginning Net Position	
Deferred Outflows - Actuarial		Net Income/(Loss)	
Deferred Outflows - PERS Contribution		Total Ending Net Position	
Total Long-Term Assets		Total Liabilities & Net Position	
Capital Assets			
Capital Assets			
Accumulated Depreciation			
Total Capital Assets			
Total Assets			
		</	

AMBAG
Profit & Loss - Attachment 2
 July - November 2021

	July - November 2021	July - November 2021
Income		
AMBAG Revenue		174,259.44
Cash Contributions		158,122.13
Grant Revenue		1,551,531.67
Non-Federal Local Match		95,447.12
Total Income		1,979,360.36
Expense		
Salaries		600,284.22
Fringe Benefits		332,675.28
Professional Services		666,272.66
Lease/Rentals		33,588.74
Communications		7,398.31
Supplies		10,862.65
Printing		1,191.20
Travel		409.84
Other Charges:		
BOD Allowances	3,950.00	
Workshops/Training	1,259.97	
GIS Licensing/CCJDC Support	11,700.00	
REAP Travel/Classes/Events	1,773.51	
SB1/MTIP/MTP/SCS/OWP/Public Participation Expenses	7,827.46	
Recruiting	489.95	
Dues & Subscriptions	8,577.40	
Depreciation Expense	12,393.76	
Maintenance/Utilities	320.45	
Insurance	16,282.30	
Interest/Fees/Tax Expense	5.39	
Total Other Charges		64,580.19
Non-Federal Local Match		95,447.12
Total Expense		1,812,710.21
Net Income/(Loss)		166,650.15

AMBAG
Cash Activity - Attachment 3
For December 2021

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	0.00	0.00	0.00	0.00	0.00	0.00	
2. CASH RECEIPTS													
(a) AMBAG Revenue	108,597.78	107,565.48	14,000.18	61,432.23	707,415.96	6,018.12	0.00	0.00	0.00	0.00	0.00	0.00	1,005,029.75
(b) Grant Revenue	180,907.52	21,585.44	193,707.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	396,200.75
(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	6,018.12	0.00	0.00	0.00	0.00	0.00	0.00	1,401,230.50
4. TOTAL CASH AVAILABLE	4,429,871.74	4,290,874.03	3,855,413.38	3,687,197.73	4,150,936.59	3,431,296.85	0.00	0.00	0.00	0.00	0.00	0.00	
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	0.00	0.00	0.00	0.00	0.00	0.00	1,137,282.23
(b) Professional Services	18,658.78	334,934.61	32,380.92	30,636.83	531,139.86	65,623.12	0.00	0.00	0.00	0.00	0.00	0.00	1,013,374.12
(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	0.00	0.00	0.00	0.00	0.00	0.00	46,074.66
(e) Communications	1,922.95	1,378.55	1,376.91	1,610.99	1,389.15	1,170.80	0.00	0.00	0.00	0.00	0.00	0.00	8,849.35
(f) Supplies	145.65	881.31	4,507.02	4,732.31	435.45	1,158.52	0.00	0.00	0.00	0.00	0.00	0.00	11,860.26
(g) Printing	0.00	0.00	0.00	0.00	0.00	1,191.20	0.00	0.00	0.00	0.00	0.00	0.00	1,191.20
(h) Travel	38.04	0.00	138.80	289.85	0.00	66.94	0.00	0.00	0.00	0.00	0.00	0.00	533.63
(i) Other Charges	49,818.06	32,408.59	1,664.04	1,704.06	6,580.28	7,660.11	0.00	0.00	0.00	0.00	0.00	0.00	99,835.14
(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	296,274.94	0.00	0.00	0.00	0.00	0.00	0.00	2,406,575.03
7. CASH POSITION	4,161,723.11	3,647,705.41	3,625,765.50	3,443,520.63	3,425,278.73	3,135,021.91	0.00	0.00	0.00	0.00	0.00	0.00	



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

March 9, 2022	GoToWebinar Meeting Time: 6 pm
April 13, 2022	TBD Meeting Time: 6 pm
May 11, 2022	TBD Meeting Time: 6 pm
June 8, 2022	TBD Meeting Time: 6 pm
July 2022	No Meeting Scheduled
August 10, 2022	TBD Meeting Time: 6 pm
September 14, 2022	TBD 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