



AMBAG Board of Directors Agenda

Association of Monterey Bay Area Governments

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

Phone: (831) 883-3750

Fax: (831) 883-3755

Email: info@ambag.org

Meeting via Zoom Webinar

DATE: February 8, 2023

TIME: 6:00 PM

Please use the following link to join the AMBAG Board of Directors meeting:

<https://us06web.zoom.us/j/81703054351?pwd=UGJ0NU5XbDRzWmM3T3E2djUxYTdYdz09>

Or Telephone: US: +1 669 900 6833

Webinar ID: 817 0305 4351

Passcode: 786580

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 Zoom and will participate in the meeting from individual remote locations. Members of the public will need to attend the meeting remotely via Zoom Meeting. 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 7, 2023. The subject line should read "Public Comment for the February 8, 2023 Board of Directors Meeting." The agency clerk will read up to 3 minutes of any public comment submitted.

To participate via Zoom Webinar, please use the following link to join the February 8, 2023 AMBAG Board of Directors meeting: <https://us06web.zoom.us/j/81703054351?pwd=UGJ0NU5XbDRzWmM3T3E2djUxYTdYdz09>

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 2021-2022**

Recommended Action: INFORMATION

- Diane C. Eidam, Retired Annuitant

Receive presentation from Autumn Rossi, CPA and Audit Principal with Clifton Larson Allen, LLP on AMBAG's ACFR for FY 2021 - 2022. (Page 7)

B. **U.S. 101 Business Plan**

Recommended Action: INFORMATION

- Heather Adamson, Director of Planning

Receive a presentation from Matt Welker, Caltrans District 5 on development of the U.S. 101 Business Plan and provide feedback. (Page 13)

6. **2023 BOARD AND COMMITTEE APPOINTMENTS**

Recommended Action: APPROVE

- President Freeman

Approve the 2023 Board and Committee Appointments. (Page 27)

7. **COMMITTEE REPORTS**

A. **Executive/Finance Committee**

Recommended Action: INFORMATION

- President Freeman

Receive oral report.

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

Recommended Action: DIRECT

- Maura Twomey, Executive Director

Receive a report on the December 9, 2022 SAC meeting.

8. EXECUTIVE DIRECTOR'S REPORT

Recommended Action: APPROVE

- Maura Twomey, Executive Director

A. 2023 Goals for the Executive Director

Approve the goals for the Executive Director. (Page 29)

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. 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 2023-1 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 31)

B. Draft Minutes of the November 9, 2022 AMBAG Board of Directors Meeting

- Ana Flores, Clerk of the Board

Approve the draft minutes of the November 9, 2022 AMBAG Board of Directors meeting. (Page 33)

C. AMBAG Regional Clearinghouse Monthly Newsletter

- Miranda Taylor, Planner

Accept the clearinghouse monthly newsletter. (Page 39)

D. AMBAG Sustainability Program Update

- Amaury Berteaud, Sustainability Program Manager

Accept the AMBAG Sustainability Program update. (Page 45)

E. Authorized Check Signers for AMBAG Bank Accounts

- Errol Osteraa, Director of Finance & Administration

Approve the individuals with check signing authority for the Association of Monterey Bay Area Government bank accounts. (Page 47)

F. Line of Credit Renewal and Extension

- Errol Osteraa, Director of Finance & Administration

Adopt Borrowing Resolution 2023-2 renewing AMBAG's line of credit in the amount of \$100,000 and extending the maturity date of the loan one year and authorize AMBAG staff and the Board President to execute line of credit documents to release funds for borrowing. (Page 51)

G. Financial Update Report

- Errol Osteraa, Director of Finance & Administration

Accept the financial update report which provides an update on AMBAG's current financial position and accompanying financial statements. (Page 55)

H. California Central Coast Sustainable Freight Study – Consultant Agreement

- Paul Hierling, Senior Planner

Authorize the Executive Director to negotiate and execute an agreement with Cambridge Systematics, Inc. for consultant services for the preparation of the California Central Coast Sustainable Freight Study in an amount not to exceed \$273,000. (Page 61)

I. Amendment No. 5 to the Employment Agreement between AMBAG and Maura F. Twomey

- President Freeman

Approve the Amendment No. 5 to the Employment Agreement between AMBAG and Maura F. Twomey. (Page 85)

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

11. PLANNING

A. Regional Early Action Planning Grants 2.0 Program Update

Recommended Action: INFORMATION

- Heather Adamson, Director of Planning

Staff will provide an update on the Regional Early Action Program (REAP) 2.0 Program development activities for AMBAG's Regional Competitive and Local Suballocation Grant Programs. (Page 89)

12. ADJOURNMENT

REFERENCE ITEMS:

- A. 2023 Meeting Schedule (Page 97)
- B. Acronym Guide (Page 99)

NEXT MEETING:

Date: March 8, 2023

Location: MBARD Board Room, 24580 Silver Cloud Court, Monterey, CA 93940

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.

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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 2021-2022

MEETING DATE: February 8, 2023

RECOMMENDATION:

Receive a presentation from Autumn Rossi, CPA and Audit Principal with Clifton Larson Allen, LLP on AMBAG's Annual Comprehensive Financial Report (ACFR) for FY 2021-2022.

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, 2022 is separately enclosed. AMBAG received an unmodified (clean) opinion.

The AMBAG ACFR 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 Clifton Larson Allen, 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 2021-2022. AMBAG had a positive change in financial position of \$453,566. AMBAG’s ending net position reflected a deficit of \$66,837 due to annual pension and other post employment benefits adjustments. For the FY 2021-2022, AMBAG had a positive change in fund balance of \$65,470 and RAPS had a positive change in fund balance of \$7,394.

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

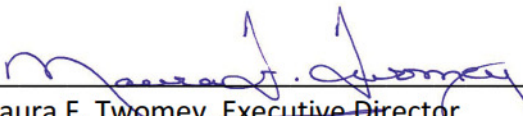
COORDINATION:

Autumn Ross, CPA from Clifton Larson Allen, LLP will provide an overview presentation of the Annual Comprehensive Financial Report for FY 2021-2022 at the February 8, 2023 Board of Directors meeting.

ATTACHMENTS:

1. Clifton Larson Allen, LLP Letter to the AMBAG Board of Directors
2. Annual Comprehensive Financial Report (ACFR) for FY 2021 -2022 (separately enclosed)

APPROVED BY:


Maura F. Twomey, Executive Director



Attachment 1

INDEPENDENT AUDITORS' REPORT

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

Report on Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and each major fund of the ***Association of Monterey Bay Area Governments*** (AMBAG), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise AMBAG's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund, of the ***Association of Monterey Bay Area Governments***, as of June 30, 2022, 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.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the ***Association of Monterey Bay Area Governments***, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the ***Association of Monterey Bay Area Governments'*** ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards (GAS) will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 ***Association of Monterey Bay Area Governments'*** internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the ***Association of Monterey Bay Area Governments'*** ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

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 is the responsibility of management, 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.

Supplementary 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.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Introductory and Statistical Section but does not include the basic financial statements and our auditor's opinion thereon. Our opinions on the basic financial statements do not cover the other information and we do not express an opinion or provide any assurance on them. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 22, 2022 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 solely 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 the effectiveness of the ***Association of Monterey Bay Area Governments'*** 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.



CliftonLarsonAllen LLP

Salinas, California
December 22, 2022

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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Heather Adamson, Director of Planning

SUBJECT: U.S. 101 Business Plan

MEETING DATE: February 8, 2023

RECOMMENDATION:

Receive a presentation and provide input on the Caltrans U.S. 101 Business Plan. A presentation will be provided by Matthew Welker and Madilyn Jacobsen, Caltrans District 5.

BACKGROUND:

Caltrans District 5 is pleased to announce the completion of the Draft U.S. 101 Business Plan as of September 2022. The U.S. 101 Business Plan was created in collaboration with the Central Coast Coalition and regional partners district-wide. Previous iterations of the Business Plan have already been reviewed by regional staff and technical advisory teams throughout its various stages of development. Caltrans is appreciative of the opportunity to present a final, comprehensive version of the Draft Plan.

DISCUSSION:

The Central Coast Coalition was formed to raise awareness of the U.S. 101 Corridor within the boundaries of Caltrans District 5 as a major economic asset to the state and nation and encourage investment in the corridor. The Central Coast Coalition members are the Santa Barbara County Association of Governments (SBCAG), San Luis Obispo Council of Governments (SLOCOG), Transportation Agency for Monterey County (TAMC), Council of San Benito County Governments (SBtCOG), Santa Cruz County Regional Transportation Commission (SCCRTC), AMBAG, and Caltrans District 5. The U.S. 101 Business Plan Charter is included as Attachment 1.

A Business Plan provides the roadmap to achieving the corridor's goals. It identifies priority investments and examines how well improvements will serve the corridor. It

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uses research from previous corridor plans. The U.S. 101 Business Plan used solely projects that have previously been identified. The Business Plan includes a financial plan which sets it apart from a traditional corridor plan. The U.S. 101 Business plan states the total funding need of the U.S. 101 corridor and explores potential funding sources.

The U.S. 101 Business Plan was initiated by an action item proposed by Central Coast Coalition members following the California Transportation Commission Town Hall Meeting in Gonzales. The U.S. 101 Business Plan follows the model of the Central Valley's State Route (SR) 99 Business Plan. The SR 99 Business Plan showcased the importance of the SR 99 corridor and identified investment needs prior to Proposition 1B in 2006, which ultimately provided \$1 billion in bonds for SR 99 improvements.

The purpose of the U.S. 101 Business Plan is to provide the data, strategy, and community support needed to help secure financial investment in the U.S. 101 corridor. It provides a medium to communicate with policymakers, partners, and the public.

Caltrans and the Central Coast Coalition have established goals for the U.S. 101 Business Plan that align with existing Regional Transportation Plans and other plans/studies (see Attachment 2).

The Business Plan can serve as an important unifying document that represents our region coming together to identify the major issues, needs, and priorities for the corridor. It's a valuable symbol of our partnership and can hopefully be an impactful material to cite in future grant applications for the projects contained within the U.S. 101 Business Plan project list (Attachment 3).

The draft Plan is available for public review and Caltrans staff will be collecting questions and comments until March 10, 2023. The draft Plan can be downloaded from: <http://www.sbcag.org/Programming.html>. Comments can be submitted via email at matthew.welker@dot.ca.gov.

ALTERNATIVES:

N/A

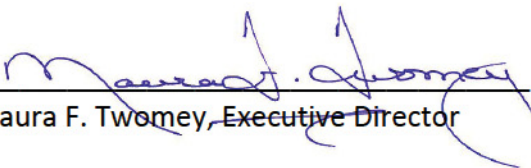
COORDINATION:

Central Coast Coalition activities are coordinated with SBCAG, SLOCOG, TAMC, SBtCOG, SCCRTC, and Caltrans District 5.

ATTACHMENTS:

1. U.S. 101 Business Plan Charter
2. U.S. 101 Business Plan Fact Sheet
3. U.S. 101 Priority Project Tables

APPROVED BY:



Maura F. Twomey, Executive Director



US 101 Business Plan Charter

Background	The US 101 Central Coast Coalition (Coalition) formed to raise awareness of the US 101 Corridor within the boundaries of Caltrans District 5 as a major economic asset to the state and nation and encourage investment on the corridor.
Purpose	The purpose of the US 101 Business Plan is to provide the data, strategy, and community support needed to secure needed financial investment in the corridor.
Goal and Objectives	<p>The goal is to create a multi-modal investment strategy with mutual support of the Coalition.</p> <p>Objectives:</p> <ul style="list-style-type: none"> • Build upon success of the Coalition and continue to raise the profile of the region at the state and national levels. • Inform statewide priorities for investment including, but not limited to the California Transportation Plan, the 2021 Interregional Transportation Strategic Plan, and the California Freight Mobility Plan. • State a business case for making investments in the US 101 corridor and be useful as a marketing tool. • Develop a financial plan that identifies total funding needs, gaps and potential funding sources. • Engage stakeholders, including the business community and major regional industries. • Identify improvement categories, performance criteria and priority projects. • Follow strategic direction established by Governor's Executive Order N-19-19, which requires "every aspect of state government redouble its efforts to reduce greenhouse gas emissions and mitigate the impacts of climate change while building a sustainable, inclusive economy." • Consider transportation issues and needs on key routes connecting to US 101.



US 101 Business Plan Charter

Timeframe	Completion Winter 2020
Roles and Responsibilities	Caltrans will lead the Business Plan efforts with full participation by the Central Coast Coalition members. Coalition members agree to participate in the collaborative planning stages.
Steering Committee	The Steering Committee is composed of the Coalition MPO/RTPA Executive Directors and the Caltrans District Director.
Document Approval	Endorsed by all Coalition member agencies.



US 101 Business Plan Charter

Approvals

MARJIE KIRN

Executive Director, Santa Barbara County Association of Governments

12/6/19
Date

PETER RODGERS

Executive Director, San Luis Obispo Council of Governments

12/6/19
Date

DEBBIE HALE

Executive Director, Transportation Agency for Monterey County

12/6/19
Date

MAURA TWOMEY

Executive Director, Association of Monterey Bay Area Governments

12.6.19
Date

MARY GILBERT

Executive Director, Council of San Benito County Governments

12/6/19
Date

GUY PRESTON

Executive Director, Santa Cruz County Regional Transportation Commission

12/10/19
Date

TIMOTHY M. GUBBINS

District Director, Caltrans District 5

12/6/19
Date



US 101 Business Plan

LOCATION

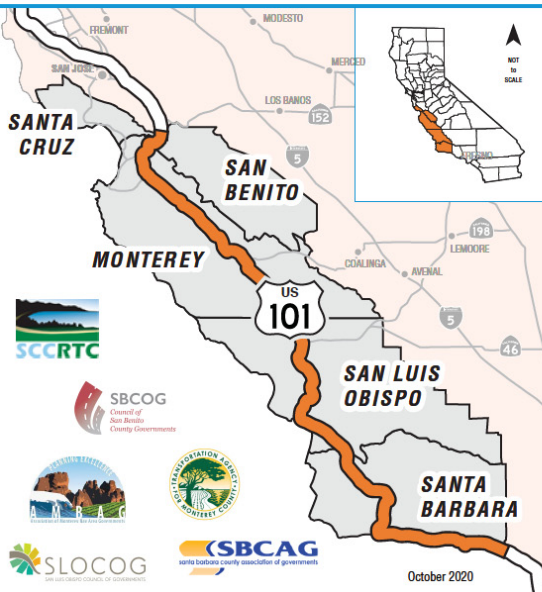
US 101 along the Central Coast between Southern California and the San Francisco Bay Area.

STUDY PURPOSE

The US 101 Business Plan will provide the data, strategy, and community support needed to match corridor priorities with potential funding mechanisms for implementing improvements in the US 101 corridor.

PARTNERS

The US 101 Business Plan is being developed as a partnership between Caltrans District 5, the Metropolitan Planning Organizations and Regional Transportation Planning Agencies within the Central Coast.



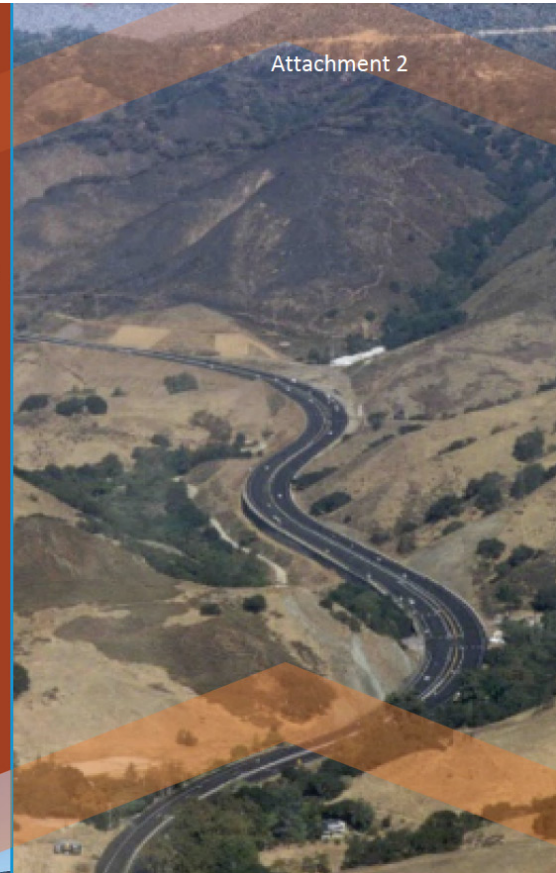
STUDY OUTCOMES

- Inform statewide priorities for investment
- State business case for making investments in US 101 Corridor
- Identify needs, performance criteria, and priority improvements
- Explore trends (e.g. housing growth and jobs-housing balance issues)
- Develop a financial plan that identifies total funding needs, funding gaps, and potential funding sources



Central Coast Coalition
Driving California's Economy
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Attachment 2



MEETINGS

TAMC TAC: January 5, 2023 at 9:30AM

AMBAG Board: January 11, 2023 at 6PM

SBCOG Board: January 19, 2023 at 4PM

TAMC Board: January 25, 2023 at 9AM



US 101 Business Plan Goals and Objectives



SAFETY & HEALTH

Provide safety for all users of the transportation system and promote public health

- Reduce Fatalities - Strive Towards Zero Deaths
- Health Index – Promote Healthy Communities
- Clean Air – Reduce Harmful Air Pollutants



SUSTAINABILITY & CLIMATE CHANGE

Practice environmental stewardship, preserve the transportation system, reduce pollution, and mitigate impacts of climate change

- Vehicle Miles Traveled – Reduce Transportation Impacts
- Mode Share & Active Commuting – Provide Healthy Transportation Options
- Alternative Fuel Stations – Advance Clean and Carbon Neutral Systems



ECONOMY

Manage the corridor's assets, support the economy, and enhance the region's livability

- Lost Productivity – Support Economic Growth
- Truck Travel Time Reliability – Facilitate Efficient Goods Movement
- Jobs – Provide Access to Jobs



MOBILITY

Provide a reliable and efficient transportation system for all people and goods

- Vehicle Hours of Delay – Optimize System Performance
- Travel Time Reliability – Improve the Reliability of Travel
- Park and Ride Locations – Expand and Improve Parking Facilities








EQUITY

Promote social equity and ensure all socio economic groups have accessible and equitable level of transportation service

- Quality of Life – Improve Transportation Related Outcomes for Disadvantaged Communities
- Hardship Index – Reduce Burdens and Disparities for Disadvantaged Communities
- Bike/Ped Access in Disadvantaged Communities – Improve Access to Safe Mobility Options






San Benito and Santa Cruz Counties Constrained Project List

Attachment 3

Seg #	Project	Cost (\$000)	RTP ID					
	<i>Bike, Ped, Transit, Rail, & Park and Ride Improvements</i>							
10	Hwy 129 Safety Program: Additional CHP enforcement and public education campaign on Highway 129.	\$ 500	CHP-P03					
11	1st Street Bike Route: Class III, 0.10 miles, Monterey Street to existing Class II on 1st Street.	\$ 35	SB-SJB-A23					
11	First Street Bike Lane: Striping a bike lane on First Street.	\$ 25	SB-SJB-A12					
11	Rocks Road Bridge: Rocks Road over Pinacate Rock Creek, East Little Merrill Road. Replace 1-lane bridge with 2-lane bridge. Bridge No. 43C0053. HBP	\$ 2,540	SB-SBC-A58					
11	Union Pacific Railroad Mutli-Use Path: Class I, 8.81 miles. Construct a multi-use path adjacent to the Union Pacific Railroad right of way.	\$ 7,800	SB-SBC-A68					
11	Bus Beside Rail to Santa Clara County: Constructing a single-lane bus route beside the existing rail, allowing bypassing traffic congestion.	\$ 51,510	SB-LTA-A54					
11	Passenger Rail to Santa Clara County: Commuter rail from Hollister to Gilroy	\$ 10,000	SB-LTA-A53					
11	Regional Transit Connection to Salinas: Transit connection from City of Hollister to City of Salinas.	\$ 3,113	SB-LTA-A46					
11	Regional Transit Connection to Watsonville: Transit connection from City of Hollister to City of Watsonville.	\$ 3,124	SB-LTA-A47					
11	Regional Transit Planning: Planning transit infrastructure, new service and operational improvements.	\$ 2,500	SB-LTA-A42					
	Bike, Ped, Transit, Rail, & Park and Ride Improvements Total	\$ 81,147						
	<i>Operational Improvements & Conflict Point Reduction Projects</i>							
11	U.S. 101: Las Aromitas: Monterey/San Benito County Line to State Route 156: Convert to 6 lanes from Monterey/San Benito County line to SR 156 in San Benito County.	\$ 246,000	SB-CT-A55					
11	SR 156 Bridge/Ramps at US 101 Operational Improvements: Placeholder: project details to be updated over the next couple of months. Operational improvements on the westbound lane (bridge/ramps) of SR 156 where it intercepts with the southbound lane of US 101.	TBD	SB-CT-A57					
	Operational Improvements & Conflict Point Reduction Projects Total	\$ 246,000						
	Total	\$ 327,147						



San Benito and Santa Cruz Counties Unconstrained Project List

Seg	Project	Cost (\$000)	RTP ID					
Alternative Fuel Charging Stations & Air Pollutant Reduction Projects								
11	Plug-in Electric Vehicle Access, Education & Promotion: Target motorist looking for a cleaner vehicle by providing access, education and promotion on ever evolving plug-in electric vehicles (PEV). Provide PEV car share, rental and demo drives, educational workshops, online, and hard copy information. Promote through current EA groups, partners, media and other available sources	\$ 830	VAR-P21					
11	Monterey Bay Electric Vehicle Alliance: Help facilitate this broad collaboration of PEV advocates, businesses, union labor, manufacturers and public agencies to assist the adoption of PEV's in the Monterey Bay region. MBEVA's main goals are to: • Create PEV infrastructure in this region • Educate the public on the benefits of PEV's • Educate gov't agencies on ways to streamline PEV policy, permitting, and implementation and • Help train workforce for PEV related jobs	\$ 900	VAR-P22					
Alternative Fuel Charging Stations & Air Pollutant Reduction Projects Total		\$ 1,730						
Bike, Ped, Transit, Rail, & Park and Ride Improvements								
10	Park and Ride Facilities: Fund purchase and construction or lease of parking areas for commuter bus patrons, either surface lot or parking structure.	\$ 29,400	MTD-P53					
10	Park and Ride Lot Development: Upgrade and maintain existing park and ride lots for commuters countywide. Secure additional park and ride lot spaces for motorized vehicles and bicycles. Long range plan: identify, purchase land, construct Park & Ride lots.	\$ 8,620	VAR-P26					
Bike, Ped, Transit, Rail, & Park and Ride Improvements Total		\$ 38,020						
Total		\$ 39,750						



Freight & Goods Movement Improvements

Business Plan Goals Legend



Safety & Health



Sustainability & Climate Change



Economy








Mobility



Equity

Monterey County Constrained Project List

Seg #	Project	Cost (\$000)	RTP ID					
Alternative Fuel Charging Stations & Air Pollutant Reduction Projects								
8	Commuter Bus, Salinas Valley Transit Centers & Vanpools: Build two transit centers in the Salinas Valley (Salinas, King City) and expand commuter bus and vanpool service.	\$ 137,819	MON-MST017-MST					
10	Rail Extension to Monterey County - Phase 2, Pajaro/Watsonville Station: Constructs the Pajaro/Watsonville passenger rail/multimodal station	\$ 68,500	MON-TAMC014-TAMC					
10	Rail Extension to Monterey County - Phase 3, Castroville Station: Constructs the Castroville passenger rail/multimodal station	\$ 34,000	MON-TAMC015-TAMC					
7,8	Coast Rail Service: Establishes once daily rail service between downtown San Francisco and downtown Los Angeles with stops in Salinas, Soledad and King City.	\$ 482,000	MON-TAMC004-TAMC					
7,8,9	South Monterey County Transit Improvements: Increase the frequency of MST Line 23 service between King City and Salinas and constructs improvements along Abbott Street between US 101 and Romie Way in Salinas. Stops in King City, Greenfield, Soledad, Gonzales, Chualar and Salinas.	\$ 27,500	MON-MST018-MST					
Alternative Fuel Charging Stations & Air Pollutant Reduction Projects Total		\$ 749,819						
Bike, Ped, Transit, Rail, & Park and Ride Improvements								
10	US 101 – Oak Road Bridge:Widen Oak Road bridge and add Class II bike lanes	\$ 36,000	MON-GRN003					
8	US 101 – Thorne Road Interchange: Construct new bike/ped brindge over US 101.	\$ 1,548	MON-GRN005					
7,8	King City Multimodal Transit Station:Build new multimodal transit station; includes new Amtrak connection to Coast Rail Line. Includes Bike / pedestrian connections and parking	\$ 35,000	MON-KCY053					
9	Salinas Bus Rapid Transit: Construct Bus Rapid Transit improvements along Alisal Street and North Main Street.	\$ 20,000	MON-MST011-MST					
9	Salinas ITC Station Improvements: Upgrades to passenger terminal and freight buildings	\$ 2,300	MON-SNS120-SL					
9, 10	Rail Extension to Monterey County- Phase 1, Kick Start Project: Extends existing rail service from Gilroy to Salinas and constructs station improvements in Gilroy and Salinas. Kick Start project (phase 1) to be completed by 2022 constructs Gilroy and Salinas station and track improvements.	\$ 81,500	MON-TAMC003-TAMC					



Freight & Goods Movement Improvements

Business Plan Goals Legend



Safety & Health



Sustainability & Climate Change



Economy












Mobility



Equity

Monterey County Constrained Project List

Seg #	Project	Cost (\$000)	RTP ID					
	Bike, Ped, Transit, Rail, & Park and Ride Improvements Total	\$ 176,348						
	Freeway Conversion and New Interchanges							
7	US 101 - 1st Street Interchange (Lonoak Street I/C: Extend San Antonio over railroad tracks from Lonoak to US 101/First Street Interchange. (PM R39.77)	\$ 32,580	MON-KCY006-CK					
8	US 101 - Gloria Road Interchange: Construct interchange improvements at US 101 at Gloria Road south of Gonzales	\$ 39,500	MON-GON015-GO					
8	US 101 - Harris/Spence Road Interchange: Construct new Interchange on US 101 in the vicinity of Harris and Spence Roads. 	\$ 57,662	MON-CT044-SL					
8	US 101 - North Interchange: install new interchange north of US 101 and Front Street in Soledad.	\$ 5,200	MON-SOL002-SO					
8	US 101 - South County Frontage Roads: Construct frontage roads and revise interchanges between Main St in Chualar and Airport Blvd in Salinas 	\$ 112,000	MON-CT031-CT					
8	US 101 - South Interchange: Install a new interchange south of US 101 and front street in Soledad, CA	\$ 112,000	MON-SOL003-SO					
8	US 101 - Walnut Avenue Interchange: Relocate and replace existing US 101/Walnut Avenue Interchange and expand to six lanes. (EA 05-OP160) PM 53.4/54.3	\$ 27,500	MON-GRN008-GR					
8	US 101 / Broadway St.: Construct roundabout at US 101 interchange at Broadway St/San Antonio Dr.	\$ 30,000	MON-KCY019					
9	US 101 - Salinas Corridor: Expand US 101 to 6 lanes and/or auxiliary lanes within City of Salinas.	\$ 52,000	MON-CT030					
9	US 101 - Fifth Street Interchange Roundabouts: Construct roundabouts on both sides of the US101/Fifth Street Interchange to improve vehicular flow.	\$ 7,500	MON-GON014-GO					
9	US 101 / Boronda Improvements: Construct an auxiliary lane and ramp improvements at US 101 and Boronda interchange ramp	\$ 960	MON-SNS123					
10	US 101/SR 156 Interchange Project: improve interchange including SR 156 expressway conversion at US 101 interchange 	\$ 106,225	H-NEW					
10	State Route 156 and US 101 Interchange: Construct new interchange for SR 156 and US 101 (related to CT022 and CT036) 	\$ 250,890	MON-CT023-CT					
	Freeway Conversion and New Interchanges Total	\$ 834,017						
	Operational Improvements and Conflict Reduction Projects							

 Freight & Goods Movement Improvements

Business Plan Goals Legend



Safety & Health



Sustainability & Climate Change



Economy








Mobility



Equity

Monterey County Constrained Project List

Seg #	Project	Cost (\$000)	RTP ID					
8	Roundabout at US 101/Broadway St/San Antonio: Install Roundabout @ US 101/Broadway St/San Antonio Dr	\$ 5,000	MON-SOL014-SO					
8	Roundabout at US 101/Broadway St/San Antonio: Install Roundabout @ US 101/Broadway St/San Antonio Dr	\$ 5,000	MON-KCY043-CK					
9	John Street - US 101: Expand to 4 lanes between Work to Wood Streets with grade separated overpass	\$ 8,513	MON-SNS029-SL					
9	US 101 / Kern: Construct a roundabout or traffic signal upgrades at ramp intersections at US 101 and Kern	\$ 500	MON-SNS126					
8, 9	Roy Diaz St and US 101 Northbound Ramps Intersection Improvements: Install traffic signal or roundabout	\$ 1,370	MON-SNS275-SL					
8, 9	Airport Blvd/Terven Ave & SB US 101 On/Off Ramp Intersection Improvements: Signal modifications or roundabout at US 101 ramp at Airport Blvd.	\$ 1,500	MON-SNS269-SL					
	Operational Improvements and Conflict Reduction Projects Total \$5,000	\$ 21,883						
	Total	\$ 1,782,067						

 Freight & Goods Movement Improvements

Business Plan Goals Legend



Safety & Health



Sustainability & Climate Change



Economy









Mobility



Equity

Monterey County Unconstrained Project List

Seg #	Project	Cost (\$000)	RTP ID					
<i>Bike, Ped, Transit, Rail, & Park and Ride Improvements</i>								
8	Monterey Branch Line Light Rail - Salinas River Bridge Replacement - Phase 2: Build new rail bridge on the Monterey Branch Line over the Salinas River and reconstruct tracks to connect to the planned commuter rail station in Castroville.	\$ 125,000	MON-TAMC002					
	Bike, Ped, Transit, Rail, & Park and Ride Improvements Total	\$ 125,000						
<i>Freeway Conversion & New Interchanges</i>								
8	US 101 - Broadway Interchange: Install dual on and off ramps. (PM BB R41.17/EB R 41.20)	\$ 30,000	MON-KCY020-CK					
8	US 101 - Camphoria Interchange: Install new interchange at Camphoria-Gloria Street.	\$ 35,500	MON-SOL004-SO					
8	US 101 - Pine Ave Overcrossing: Construct new bridge over US-101 to improve E-W traffic flow	\$ 30,482	MON-GRN022					
9, 10	US 101 / Espinoza Interchange: bridge widening and interchange improvements at US 101 and Espinosa Road	\$ 40,000	MON-GRN020					
	Freeway Conversion & New Interchanges Total	\$ 135,982						
	Total	\$ 260,982						

 Freight & Goods Movement Improvements

Business Plan Goals Legend



Safety & Health



Sustainability & Climate Change



Economy



Mobility



Equity



2023 BOARD AND COMMITTEE APPOINTMENTS

Executive/Finance Committee:	John Freeman, President Mary Ann Carbone, 1st Vice President Derek Timm, 2nd Vice President Kristen Brown, Past President Anna Velazquez, City of Soledad
Regional Analysis & Planning Services, Inc.:	John Freeman, President Mary Ann Carbone, 1st Vice President Derek Timm, 2nd Vice President Kristen Brown, Past President Tom Rowley, Chair, Monterey County Public Member Jennie Sarmiento, Santa Cruz County Public Member Mark Tognazzini, San Benito County Public Member Maura Twomey, Chief Executive Officer
California Association of Councils of Governments:	Scott Funk, as delegate John Freeman, as alternate
MBNMS Sanctuary Advisory Council:	Kristen Brown, as delegate Scott Funk, 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:	John Freeman, City of San Juan Bautista Steve McShane, City of Salinas Kristen Brown, City of Capitola Manu Koenig, County of Santa Cruz Bea Gonzales, County of San Benito Steve Scheiblaue, Public Member

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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

SUBJECT: 2023 Goals for the Executive Director

MEETING DATE: February 8, 2023

RECOMMENDATION:

Approve the Goals for the Executive Director.

BACKGROUND/DISCUSSION:

The Executive Director has developed the following goals and related completion dates for the 2023 year:

- Development and Implementation of the Regional Early Action Planning Grants Program 2.0 – December 2023
- Update and revise AMBAG's Accounting Manual – November 2023
- Maintain and enhance relationship with Regional, State and Federal partners – Ongoing
- Continued financial stability for the agency - Ongoing

ALTERNATIVES:

N/A

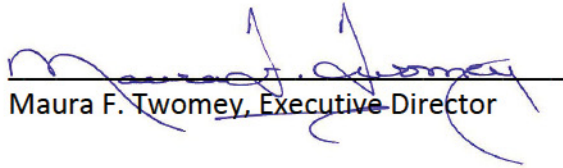
FINANCIAL IMPACT:

N/A

COORDINATION:

The Executive Director coordinated the preparation of the goals and accomplishments with the Board President, Kristen Brown.

APPROVED BY:



Maura F. Twomey, Executive Director

A RESOLUTION

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

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

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

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

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

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

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

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

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

WHEREAS, Monterey County, San Benito County, and Santa Cruz County currently have a Community Transmission metric of "low"; and,

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

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

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

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

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

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

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

PASSED AND ADOPTED this 8th day of February 2023.

John Freeman, President

Maura F. Twomey, Executive Director

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

November 9, 2022

1. CALL TO ORDER

The Board of Directors of the Association of Monterey Bay Area Governments, President, Kristen Brown presiding, convened at 6:02 p.m. Wednesday, November 9, 2022 via Zoom Webinar.

2. ROLL CALL

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

Others Present: David Tokarski, DKS; Dawn Hays, MBNMS; Paul Hierling, Senior Planner; Amaury Berteaud, Sustainability Program Manager; Heather Adamson, Director of Planning; Bhupendra Patel, Director of Modeling; Miranda Taylor, Planner; Gina Schmidt, GIS Coordinator; Maura Twomey, Executive Director; and Ana Flores, Clerk of the Board.

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

There were no oral communications from the public.

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

There were no oral communications from the Board.

5. ELECTION OF 2023 AMBAG OFFICERS

Director McShane stated that the Appointment Committee recommends Director Freeman as President, Director Carbone as 1st Vice President, and Director Timm as 2nd Vice President for the 2023 slate of officers.

Motion made by Director Adams, seconded by Director Phillips to appoint Directors Freeman as President, Director Carbone as 1st Vice President, and Director Timm as 2nd Vice President of the AMBAG. Motion passed unanimously.

6. PRESENTATION

A. Central Coast Zero Emissions Vehicle Strategy Update

Mr. David Tokarski, DKS gave a presentation on the Central Coast Zero Emissions Vehicle Strategy. Brief discussion followed.

7. COMMITTEE REPORTS

A. Executive/Finance Committee

President Brown reported that the Executive/Finance Committee approved the consent agenda that included 1) Resolution 2022-10 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; 2) the minutes of the October 12, 2022 meeting; 3) list of warrants as of August 30, 2022; and 4) accounts receivable as of August 30, 2022. The Executive/Finance Committee also received a report on the financials from Maura Twomey, Executive Director.

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

Director McAdams reported that the next SAC meeting is scheduled on December 9, 2022.

8. EXECUTIVE DIRECTOR'S REPORT

Maura Twomey, Executive Director reported that the California Department of Housing Community and Development approved AMBAG's adopted 6th Cycle Regional Housing Needs Allocation Plan on November 8, 2022 finding it in compliance with statutory requirements.

9. CONSENT AGENDA

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

Resolution 2022-25 was adopted.

B. Draft Minutes of the October 12, 2022 AMBAG Board of Directors Meeting

The draft minutes of the October 12, 2022 AMBAG Board of Directors meeting were approved.

C. AMBAG Regional Clearinghouse Monthly Newsletter

The AMBAG Clearinghouse monthly newsletter was accepted.

D. AMBAG Sustainability Program Update

The Sustainability Program update was accepted.

E. 2023 Calendar of Meetings

The 2023 calendar of meetings was approved.

F. Financial Update Report

The financial update report was accepted.

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

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

None.

11. PLANNING

A. 2022 Coordinated Public Transit-Human Services Transportation Plan

Miranda Taylor, Planner gave a presentation on the 2022 Coordinated Public Transit-Human Services Transportation Plan (Plan). The Plan is required to be updated every 4 years and establishes a unified regional strategy for provided transportation to 1) individuals with disabilities; 2) seniors; and 3) low-income individuals. The Plan facilitates applications for the FTA Section 5310 grant program and funds capital and operating expenses through a competitive process. The key sections in the Plan are 1) Regional Unmet Transit Needs Assessment; 2) the Human Service Transportation Need that includes demographic data from the CA Department of Finance and American Community Survey; 3) the Regional List of Transportation Providers; and 4) content by county. The Plan was released for a 30-day public review period on September 15, 2022 and AMBAG staff presented the draft plan to various committees and working groups. AMBAG received four comments on the draft Plan.

Motion made by Director Caput, seconded by Director Carbone to approve the 2022 Coordinated Public Transit Human Services Transportation Plan. Motion passed unanimously.

B. Regional Early Action Planning Grants 2.0 Program: Full Application

Heather Adamson, Director of Planning gave a presentation on the Regional Early Action Planning Grants 2.0 Program. Ms. Adamson stated that the REAP 2.0 program provides funds to accelerate

housing production and facilitate compliance with the 6th Cycle of the housing element, including RHNA allocations and is intended to advance the SCS. The REAP 2.0 objectives are 1) accelerate infill development that facilitates housing supply, choice, and affordability; 2) affirmatively furthering fair housing; and 3) VMT reduction (especially transit/multimodal project elements). REAP 2.0 is 1) funded with \$600 million from the State General Fund; 2) administered by HCD in collaboration with OPR, SGC, and CARB; 3) AMBAG's allocation of the MPO funding is \$10,133,742; 4) emphasis: Transformative, implementation, and competitive; 5) obligation by June 2024 and spent by June 2026; and 6) two part MPO application: a) advance application for 10% and b) final application for 90%. The REAP 2.0 eligible uses are 1) outlined in the REAP 2.0 final guidelines; and 2) eligible uses should meet one or more of the following categories of allowable uses: a) accelerating infill development that facilitates housing supply, choice, and affordability through various planning programs, services, or capital expenditures; b) realizing multimodal communities through programs, plans, and implementation actions; c) shifting travel behavior by reducing driving through programs, ordinances, funds, and other mechanisms; and d) increasing transit ridership through funding, implementation actions, and planning. AMBAG's REAP 2.0 outreach activities include 1) to gather input and feedback on the development of the REAP 2.0 program; 2) public outreach survey in July 2022; 3) agency/stakeholder survey in August 2022; 4) more stakeholder outreach from August 2022 to November 2022; 5) work with the Board, partners, stakeholders and the public to develop the final application: a) priorities and proposed uses; b) funding amounts and the appropriate blend of planning and implementation; and c) various other program components. The REAP 2.0 revised draft framework include 1) the Regional Competitive Grant Program developed and administered by AMBAG that supports all REAP 2.0 objectives (60%); 2) Location Suballocation Grant Program to cities and counties to implement 6th Cycle Housing Elements with a specific focus on infill development and SCS implementation activities that meets all the REAP 2.0 objectives (25%); and 3) AMBAG SCS implementation, technical assistance, REAP 2.0 program development and administration (15%).

Next steps include 1) stakeholder outreach consultation with HCD and other state partners in the Fall 2022; 2) Board review and approval of proposed framework in October and November 2022; 3) AMBAG submits application to HCD with final framework in December 31, 2022; 4) suballocation and competitive grant program development and application period in Spring 2023 and Summer 2023; 5) applications are due to AMBAG in the Summer 2023 and early Fall 2023; 6) AMBAG awards grants in late 2023 and early 2024; 7) the deadline for REAP 2.0 recipients to encumber funds on June 30, 2024; and 8) deadline for REAP 2.0 funds to be expended on June 30, 2026.

Motion made by Director Adams, seconded by Director Cummings to approve Resolution 2022-26 authorizing AMBAG to prepare and submit AMBAG's REAP 2.0 full application for funding up to \$10,133,742.41 to the California Department of Housing and Community Development and the state partners based on the AMBAG REAP 2.0 Program Framework and delegating authority to the Executive Director to execute a State Standard Agreement, and any other documentation including amendments to secure the full REAP 2.0 allocation. Motion passed unanimously.

12. CLOSED SESSION

The AMBAG Board met under closed session as permitted by Government Code Section 54956 et seq. of the State of California, the Board of Directors may adjourn to Closed Session to consider specific matters.

A. EVALUATION OF PERFORMANCE
Government Code Section 54957

Title: Executive Director

13. RECONVENE FROM CLOSED SESSION

President Brown stated that there was no reportable action taken.

14. ADJOURNMENT

The Board of Directors meeting adjourned at 8:14 PM.

Kristen Brown, President

Maura F. Twomey, Executive Director

DRAFT AMBAG BOARD OF DIRECTORS MEETING ATTENDANCE & VOTING RECORD

BOARD MEETING DATE: November 9, 2022

Attendance (X= Present; AB= Absent) Voting (Y= Yes; N=No; A=Abstain)						
MEMBER	AMBAG REP	Attendance	Item #5	Item # 9	Item # 11.A	Item # 11.B
Capitola	Kristen Brown	X	Y	Y	Y	Y
Carmel-by-the-Sea	Karen Ferlito	X	Y	Y	Y	Y
Del Rey Oaks	Kim Shirley	X	Y	Y	Y	Y
Gonzales	Scott Funk	X	Y	Y	Y	Y
Greenfield	Lance Walker	AB	N/A	N/A	N/A	N/A
Hollister	Rick Perez	X	Y	Y	Y	Y
King City	Carlos Victoria	X	Y	Y	Y	Y
Marina	Lisa Berkley	AB	N/A	N/A	N/A	N/A
Monterey	Ed Smith	X	Y	Y	Y	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	N/A	N/A	N/A	N/A
Santa Cruz	Justin Cummings	X	Y	Y	Y	Y
Scotts Valley	Jack Dilles	X	Y	Y	Y	Y
Seaside	Jon Wizard	AB	N/A	N/A	N/A	N/A
Soledad	Anna Velazquez	X	Y	Y	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	AB	N/A	N/A	N/A	N/A
County-San Benito	Bea Gonzales	X	Y	Y	Y	Y

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



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Miranda Taylor, Planner

SUBJECT: AMBAG Regional Clearinghouse Monthly Newsletter

MEETING DATE: February 8, 2023

RECOMMENDATION:

It is recommended that the Board of Directors accept the January 2023 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:

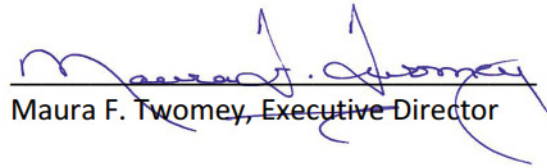
There is no direct financial impact. Staff time for monitoring clearinghouse activities is incorporated into the current AMBAG Overall Work Program and budget.

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, 2023.

APPROVED BY:

Maura F. Twomey, Executive Director

Attachment 1

AMBAG REGIONAL CLEARINGHOUSE

The AMBAG Board of Directors will review these items on February 8, 2023

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

20230102

GPA No. 2022-002, RZ No. 2022-002, and ER No. 2022-010

City of Salinas
Jenna Chilingirian
(559) 449-4500

Early Consultation (CON)

The City of Salinas (Applicant and Lead Agency) proposes General Plan Amendment (GPA) No. 2022-002, Rezone (RZ) No. 2022-002, and Environmental Review (ER) No. 2022-01 O that would amend the General Plan land use designation and rezone various parcels of land located in selected opportunity areas of the city ("Project"). The purpose of the Project is to provide additional opportunities for housing and mixed-use development, in line with the goals contained in the General Plan and Housing Element. The Project is funded by Senate Bill 2.

GPA No. 2022-002 and RZ No. 2022-002 would change the designated land use and zoning of the selected parcels to "Mixed Use" and "MX - Mixed Use" from their current land use designations and zone districts. The selected parcels are further identified as 1) Alisal Marketplace, 2) Edge of Downtown/Front and John Streets, 3) Large Shopping Center/Foods Co, 4) Large Shopping Center/Sears (Northridge Mall), and 5) Large Shopping Center/Laurel West Shopping Center ("Project sites"). Based upon preliminary review of the Project it is anticipated that the Project will qualify for a Mitigated Negative Declaration (MND). One (1) MND will be prepared per Project site for a total of five (5) MNDs.

Project Location:

Monterey County

Parcel: NA

Public hearing information:

TBD

Public review period ends **Thursday, January 26, 2023**

Laguna Grande Regional Park Joi
Chris Schmidt
(831) 646-3885

Notice of Intent (NOI)

Negative Declaration (Neg)

The proposed project involves updates to the Laguna Grande Regional Park Trail Maintenance Strategy by way of maintenance and enhancement of the existing trail system. The purpose is to provide the JPA with a clear set of priorities and means for maintaining the trails and vegetation throughout the park. The project will implement maintenance strategies to create a more accessible, safe, and long-lasting park for the surrounding community and region. The following are some of the key items the project will include:

•Seasonal Trail Development•Vegetation Clearing•Trail Maintenance and Improvements•Accessibility Improvements•Invasive Species Removal and Restoration Planting•Lighting

Project Location:

Monterey County

Parcel: NA

Public hearing information:

TBD

Public review period ends **Friday, February 17, 2023**

PUBLIC HEARINGS

20230101

SURF! Busway and Bus Rapid Transit Project

Monterey- Salinas Transit
Michelle Overmeyer (831)
264-5877

Notice of Public Hearing

Notice of Exemption (NOE)

The project intends to reduce inter-regional commute traffic on Highway 1, expand the region's alternative transportation options, improve overall mobility for residents and visitors, reduce mobile source and greenhouse gas emissions, and provide connectivity to commercial, education medical land uses, as well as regional bicycle and pedestrian trail systems.

The project would upgrade existing intersection traffic and safety controls, as well as bicycle and pedestrian path improvements; construct busway lanes and necessary improvements within the TAMC Monterey Branch Line right-of-way; construct a new transit station and other amenities on MST property near 5th Street east of Highway 1; construct a new roundabout in the public right of way at California Avenue and Highway 1 southbound ramp in Sand City; and construction a stop/station at Playa Avenue in Sand City.

Project Location:

Monterey County

Parcel: 031221005

Public hearing information:

Marina Library - 2/13/2023 5:00 PM

Seaside Boys & Girls Club - 2/14/2023 5:00 PM

Seaside Boys & Girls Club - 2/15/2023 5:00 PM

MST Board of Directors- 3/13/2023 10:00 AM

Public review period ends **Friday, February 17, 2023**

City of Capitola
Rainey Graeven
(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 the City of Capitola to modify its LCP to implement Senate Bill 9 related to lot splits and residential density allowances is de minimis 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 Location:

Santa Cruz County

Parcel: NA

Public hearing information:

Virtual

2/10/2023 9:00 AM

Public review period ends NA

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



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Amaury Berteaud, Sustainability Program Manager

SUBJECT: AMBAG Sustainability Program Update

MEETING DATE: February 8, 2023

RECOMMENDATION:

It is recommended the Board of Directors accept this report.

BACKGROUND/ DISCUSSION:

AMBAG Sustainability Program Elements

Energy Efficiency Program Development

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

In June 2021, RHTR partners executed a memorandum of understanding for the development of the RuralREN. RHTR partners submitted a motion for the creation of the RuralREN as well as the RuralREN 2023-2031 strategic business plan to the CPUC in March 2022. In June 2022, Commissioner Shiroma issued a ruling on the schedule and scope of the proceeding which determined that the RuralREN motion should be considered on the same timeline as the 2024-2031 business plans from existing energy efficiency portfolio administrators. A final decision on the RuralREN business plan is now anticipated in late summer 2023. If approved, programs would launch on January 1, 2024. AMBAG staff is continuing to work with RHTR partners to submit data requests and engage in the regulatory process. In the past month partners have continued to engage stakeholders in stipulation and settlement discussions. These procedural mechanisms to reach consensus would increase the likelihood of RuralREN approval.

Planning Excellence!

Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study

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

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

In the past month AMBAG has been working with the consultant, Ascent Environmental inc., to organize the first workshop for the study.

ALTERNATIVES:


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

FINANCIAL IMPACT:

The budget is fully funded under a SALC planning grant, and SB1 Planning Funds. All funding is programmed in the FY 2022-23 Overall Work Program and Budget.

COORDINATION:

AMBAG staff is coordinating with the RHTR partners, local jurisdictions, and local community stakeholders.

APPROVED BY:
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: Authorized Check Signers for AMBAG Bank Accounts

MEETING DATE: February 8, 2023

RECOMMENDATION:

Staff recommends that the Board of Directors approve the individuals with check signing authority for the Association of Monterey Bay Area Governments (AMBAG) bank accounts.

BACKGROUND/ DISCUSSION:

AMBAG requires two signatures on all bank drafts.

AMBAG has not changed its signature cards since September 9, 2020. Since that time, there have been changes in the composition of the AMBAG Board of Directors necessitating a change in the list of authorized signers.

AMBAG proposes replacing President Steve McShane with President John Freeman, 1st Vice President Kristen Petersen with 1st Vice President Mary Ann Carbone and 2nd Vice-President Lance Walker with 2nd Vice-President Derek Timm. This will result in the following authorized signers on AMBAG's Checking, Special Reserve, REAP and REAP 2.0 accounts; which represent all AMBAG's accounts with Mechanics Bank:

Board Signers – President John Freeman, 1st Vice President Mary Ann Carbone and 2nd Vice President Derek Timm.

Staff Signers - Maura Twomey, Bhupendra Patel, Heather Adamson, and Amaury Berteaud.

ALTERNATIVES:

The Board could recommend a different slate of signers for the AMBAG accounts.

FINANCIAL IMPACT:

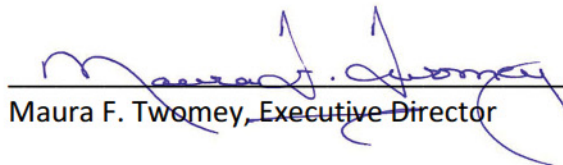
There is no financial impact from this action.

COORDINATION:

Staff will coordinate with Mechanics Bank to authorize the selected individuals as signers on AMBAG's bank accounts.

ATTACHMENT:

1. Letter to Mechanics Bank

APPROVED BY:
Maura F. Twomey, Executive Director



Attachment 1

February 8, 2023

Dianica Serrano, Personal Banker
Government and Corporate Enterprise Banking
Mechanics Bank
18400 Von Karman Avenue, Suite 1100
Irvine, CA 92612

Dear Ms. Serrano:

Per your instructions, we are issuing this letter for authorization to open a new checking account mirroring our current REAP account (7378697868); please call the new account: REAP 2.0. Signers for this account will be the same as the signers for all other AMBAG accounts. This new REAP 2.0 account should also be added to our online banking access.

AMBAG has not changed its signature cards since September 9, 2020. Since that time, there have been changes in the composition of the AMBAG Board of Directors necessitating a change in the list of authorized signers.

AMBAG proposes replacing President Steve McShane with President John Freeman, 1st Vice President Kristen Petersen with 1st Vice President Mary Ann Carbone and 2nd Vice-President Lance Walker with 2nd Vice-President Derek Timm. This will result in the following authorized signers on AMBAG's Checking, Special Reserve, REAP and REAP 2.0 accounts, which represent all AMBAG's accounts with Mechanics Bank:

Board Signers – President John Freeman, 1st Vice President Mary Ann Carbone and 2nd Vice President Derek Timm.

Staff Signers – Executive Director Maura Twomey, Director of Modeling Bhupendra Patel, Director of Planning Heather Adamson, and Sustainability Program Manager Amaury Berteaud.

All Staff Signers will also be resolution signers.

Sincerely,

Maura Twomey
Executive Director

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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Errol Osteraa, Director of Finance and Administration

SUBJECT: Line of Credit Renewal and Extension

MEETING DATE: February 8, 2023

RECOMMENDATION:

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

1. Adopt Borrowing Resolution 2023-2 (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 is \$100,000.

On February 9, 2022, the AMBAG Board of Directors approved Borrowing Resolution 2022-5, which renewed AMBAG's \$100,000 line of credit and extended the loan maturity date through February 13, 2023.

The financial institution has requested that the Board of Directors adopt Borrowing Resolution 2023-2 (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 December 20, 2022 was 12.75 percent. The line of credit is secured by Uniform Commercial Code (UCC) collateral.

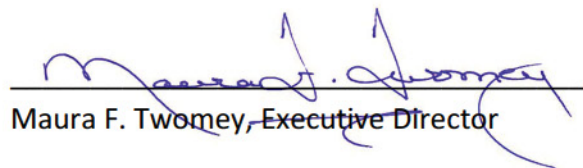
AMBAG last accessed its line of credit on March 4, 2013 as a result of delayed payments from Caltrans and Pacific Gas and Electric (PG&E). The line of credit was paid in full on March 21, 2013.

COORDINATION:

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

ATTACHMENTS:

1. Borrowing Resolution 2023-2

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 (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. John Freeman 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 18400 Von Karman Avenue, Suite 1100, Irvine, CA 92612, 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 8th day of February 2023.

John Freeman, 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 8, 2023

RECOMMENDATION:

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

BACKGROUND/ DISCUSSION:

The enclosed financial reports are for the 2022-2023 Fiscal Year (FY) and are presented as a consent item. The attached reports contain the cumulative effect of operations through November 30, 2022, as well as a budget-to-actual comparison. Amounts in the Financial Update Report are unaudited.

FINANCIAL IMPACT:

The Balance Sheet for November 30, 2022, reflects a cash balance of \$4,312,159.74. The accounts receivable balance is \$850,107.80, while the current liabilities balance is \$256,021.26. AMBAG has sufficient current assets on hand to pay all known current obligations.

AMBAG's Balance Sheet as of November 30, 2022, reflects a positive Net Position in the amount of \$231,479.45. This is due to the Profit and Loss Statement reflecting an excess of revenue over expense of \$238,374.64. 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, 2022 through November 30, 2022

Expenditures	Budget Through November 2022	Actual Through November 2022	Difference
Salaries & Fringe Benefits	\$ 1,320,477.00	\$ 1,006,749.85	\$ 313,727.15
Professional Services	\$ 6,295,607.00	\$ 742,575.08	\$ 5,553,031.92
Lease/Rentals	\$ 33,958.00	\$ 33,170.39	\$ 787.61
Communications	\$ 11,583.00	\$ 10,384.61	\$ 1,198.39
Supplies	\$ 55,583.00	\$ 17,266.83	\$ 38,316.17
Printing	\$ 4,042.00	\$ 55.26	\$ 3,986.74
Travel	\$ 28,625.00	\$ 11,525.59	\$ 17,099.41
Other Charges	\$ 155,959.00	\$ 164,388.22	\$ (8,429.22)
Total	\$ 7,905,835.00	\$ 1,986,115.83	\$ 5,919,718.17
Revenue			
Federal/State/Local Revenue	\$ 7,952,009.00	\$ 2,224,463.47	\$ 5,727,545.53
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. Projects early in their implementation are Integrated Land Use Model and Development Monitoring Framework Tool, Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study and California Central Coast Sustainable Freight Study. This work is not performed in a linear fashion while the budget reflects linear programming. In addition, the Regional Early Action Planning Housing Program (REAP) provides \$7,931,311 in funding of which a large portion will pass through to partner agencies. It is in its early stages.

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

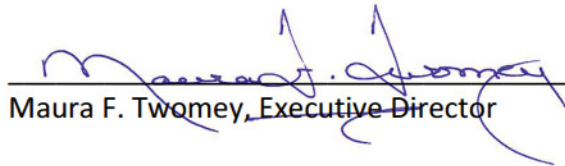
COORDINATION:

N/A

ATTACHMENTS:

1. Balance Sheet as of November 30, 2022
2. Profit and Loss: July 1, 2022 – November 30, 2022
3. Cash Activity for December 2022

APPROVED BY:



Maura F. Twomey, Executive Director

AMBAG
Balance Sheet - Attachment 1
As of November 30, 2022

	<u>November 30, 2022</u>		<u>November 30, 2022</u>
Assets		Liabilities & Net Position	
Current Assets		Liabilities	
Cash and Cash Equivalents		Current Liabilities	
Mechanics Bank - Special Reserve	350,720.54	Accounts Payable	95,116.85
Mechanics Bank - Checking	333,413.10	Employee Benefits	160,904.41
Mechanics Bank - REAP Checking	3,623,816.61	Mechanics Bank - Line of Credit	0.00
Petty Cash	500.00	Total Current Liabilities	<u>256,021.26</u>
LAIF Account	3,709.49		
Total Cash and Cash Equivalents	<u>4,312,159.74</u>		
Accounts Receivable		Long-Term Liabilities	
Accounts Receivable	850,107.80	Deferred Inflows - Actuarial	258,986.95
Total Accounts Receivable	<u>850,107.80</u>	Net Pension Liability (GASB 68)	1,888,153.69
		OPEB Liability	9,331.85
Other Current Assets:		Deferred Revenue	3,613,983.44
Due from PRWFPA/RAPS	460.55	Total Long-Term Liabilities	<u>5,770,455.93</u>
Prepaid Items	24,689.77		
Total Other Current Asset:	<u>25,150.32</u>	Total Liability	<u>6,026,477.19</u>
Total Current Asset:	<u>5,187,417.86</u>		
Long-Term Assets			
Net OPEB Asset	96,473.00		
FY 2002-2003 Housing Mandate Receivable	82,186.00		
Allowance for Doubtful Accounts	(16,437.20)		
Deferred Outflows - Actuarial	533,833.49		
Deferred Outflows - PERS Contribution	272,963.59		
Total Long-Term Assets	<u>969,018.88</u>		
Capital Assets		Net Position	
Capital Assets	319,089.93	Beginning Net Position	(6,868.19)
Accumulated Depreciation	(217,570.03)	Net Income/(Loss)	238,347.64
Total Capital Assets	<u>101,519.90</u>	Total Ending Net Position	<u>231,479.45</u>
Total Assets	<u><u>6,257,956.64</u></u>	Total Liabilities & Net Position	<u><u>6,257,956.64</u></u>

AMBAG
Profit & Loss - Attachment 2
July - November 2022

	July - November 2022	July - November 2022
Income		
AMBAG Revenue		172,925.22
Cash Contributions		82,943.85
Grant Revenue		1,869,780.24
Non-Federal Local Match		98,814.16
Total Income		2,224,463.47
Expense		
Salaries		640,333.07
Fringe Benefits		366,416.78
Professional Services		742,575.08
Lease/Rentals		33,170.39
Communications		10,384.61
Supplies		17,266.83
Printing		55.26
Travel		11,525.59
Other Charges:		
BOD Allowances	3,650.00	
Workshops/Training	5,120.85	
GIS Licensing/CCJDC Support	7,899.98	
REAP Travel/Classes/Events	2,619.02	
SB1/MTIP/MTP/SCS/OWP/Public Participation Expenses	8,720.31	
Recruiting	266.14	
Dues & Subscriptions	9,476.15	
Depreciation Expense	14,813.18	
Maintenance/Utilities	320.45	
Insurance	12,677.20	
Interest/Fees/Tax Expense	10.78	
Total Other Charges		65,574.06
Non-Federal Local Match		98,814.16
Total Expense		1,986,115.83
Net Income/(Loss)		238,347.64

AMBAG
Cash Activity - Attachment 3
For December 2022

Monthly Cash Activity	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23	May-23	June-23	TOTAL
1. CASH ON HAND													
[Beginning of month]	2,409,296.43	2,471,572.68	4,954,575.33	4,841,074.29	5,055,002.19	4,312,159.74	0.00	0.00	0.00	0.00	0.00	0.00	
2. CASH RECEIPTS													
(a) AMBAG Revenue	172,481.12	93,435.89	948.55	21,026.16	31,078.11	7,689.24	0.00	0.00	0.00	0.00	0.00	0.00	326,659.07
(b) Grant Revenue	164,090.73	77,495.95	154,469.54	423,066.03	32,538.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	851,660.77
(c) REAP Advance Payme	0.00	3,155,353.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,155,353.00
(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	336,571.85	3,326,284.84	155,418.09	444,092.19	63,616.63	7,689.24	0.00	0.00	0.00	0.00	0.00	0.00	4,333,672.84
AVAILABLE	2,745,868.28	5,797,857.52	5,109,993.42	5,285,166.48	5,118,618.82	4,319,848.98	0.00	0.00	0.00	0.00	0.00	0.00	
5. CASH PAID OUT													
(a) Payroll & Related	231,207.37	198,041.52	200,424.36	199,843.11	202,393.08	185,139.54	0.00	0.00	0.00	0.00	0.00	0.00	1,217,048.98
(b) Professional Service:	14,916.25	611,368.93	55,011.42	9,911.66	583,381.75	95,992.33	0.00	0.00	0.00	0.00	0.00	0.00	1,370,582.34
(c) Capital Outlay	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) Lease/Rentals	11,936.00	7,242.09	6,318.67	6,558.39	7,085.45	6,382.00	0.00	0.00	0.00	0.00	0.00	0.00	45,522.60
(e) Communications	159.80	2,672.13	1,299.15	1,147.65	1,713.00	4,058.44	0.00	0.00	0.00	0.00	0.00	0.00	11,050.17
(f) Supplies	776.02	5,262.54	1,051.37	7,113.42	1,081.00	1,753.37	0.00	0.00	0.00	0.00	0.00	0.00	17,037.72
(g) Printing	0.00	0.00	0.00	0.00	0.00	55.26	0.00	0.00	0.00	0.00	0.00	0.00	55.26
(h) Travel	0.00	927.43	1,247.99	3,174.46	3,365.61	4,837.52	0.00	0.00	0.00	0.00	0.00	0.00	13,553.01
(i) Other Charge:	15,300.16	17,767.55	3,566.17	2,415.60	7,439.19	854.09	0.00	0.00	0.00	0.00	0.00	0.00	47,342.76
(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	274,295.60	843,282.19	268,919.13	230,164.29	806,459.08	299,072.55	0.00	0.00	0.00	0.00	0.00	0.00	2,722,192.84
7. CASH POSITION	2,471,572.68	4,954,575.33	4,841,074.29	5,055,002.19	4,312,159.74	4,020,776.43	0.00	0.00	0.00	0.00	0.00	0.00	



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Paul Hierling, Senior Planner

SUBJECT: California Central Coast Sustainable Freight Study –
Consultant Agreement

MEETING DATE: February 8, 2023

RECOMMENDATION:

It is recommended that the Board of Directors authorize the Executive Director to negotiate and execute an agreement with Cambridge Systematics, Inc. for consultant services for the preparation of the California Central Coast Sustainable Freight Study in an amount not to exceed \$273,000.

BACKGROUND/DISCUSSION:

AMBAG requires consultant services to develop the California Central Coast Sustainable Freight Study. This study will also serve as the main freight study for the Caltrans District 5 region, and is being undertaken in coordination with our Central Coast partners at Caltrans District 5, San Luis Obispo Council of Governments (SLOCOG) and the Santa Barbara County Association of Governments (SBCAG). The project area encompasses the Counties of Monterey, San Benito, Santa Cruz, San Luis Obispo, and Santa Barbara.

Following the AMBAG procurement policies, staff issued a Request for Proposals (RFP) for consulting services in October 2023. The RFP was advertised in local newspapers, the RFP National Database, and online on the American Planning Association's and AMBAG's websites. Staff received three proposals from consultants to conduct the work. An evaluation committee consisting of representatives from AMBAG, SLOCOG, SBCAG and Caltrans District 5 reviewed the proposals and conducted consultant interviews with the two highest ranked consultants. The evaluation committee ranked Cambridge Systematics, Inc. the highest based on four criteria: 1) Proposed method to accomplish the work; 2) project experience; 3) staff qualifications; and 4) cost or best value.

ALTERNATIVES:

AMBAG could choose not to hire consultant services to assist with the development of the California Central Coast Sustainable Freight Study. Staff does not recommend this alternative.

FINANCIAL IMPACT:

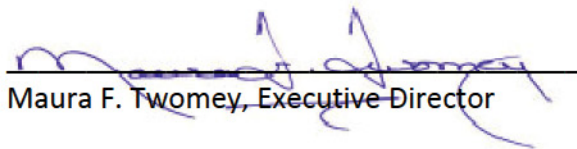
The funding to conduct the work is budgeted in the FY 2022-2023 Overall Work Program and Budget.

COORDINATION:

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

ATTACHMENT:

1. Draft Agreement between AMBAG and Cambridge Systematics, Inc.

APPROVED BY:
Maura F. Twomey, Executive Director

DRAFT AGREEMENT BETWEEN AMBAG AND CAMBRIDGE SYSTEMATICS INC.

THIS AGREEMENT is made and entered into this xx day of February 2023, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and **Cambridge Systematics Inc.**, hereinafter called "**CONTRACTOR**".

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for Monterey, Santa Cruz and San Benito Counties, AMBAG is developing a California Central Coast Sustainable Freight Study; and

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

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

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.**

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

2. **TERM.**

A. The term of this Contract shall be from the date of its execution until the completion of the work contemplated by this Contract and its final acceptance by AMBAG unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks **on or before February 28, 2025** 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 **xxx xxxx, as Project Manager** to personally participate in said project. AMBAG also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Contract shall be subcontracted, except as provided herein, without the prior, written authorization of the AMBAG.
- B. Services described in the Scope of Work shall be performed by Contractor's staff, Subcontractor(s) or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in the "Project Tasks/Services, Timeline, and Budget," Exhibit A, attached hereto and incorporated by this reference.

6. COMPENSATION

- A. AMBAG shall pay CONTRACTOR for services in the Project Tasks/Services as shown in Exhibit A. The proposed costs and are subject to budget approval by the AMBAG Board of Directors. In no event shall compensation including any and all costs and expenses as described in Exhibit A exceed TWO HUNDRED AND SEVENTY-THREE THOUSAND (\$273,000) without prior written consent of AMBAG.
- B. Additional tasks may be added to the scope of work/contract pending additional funding, and if mutually agreed to by AMBAG and the Consultant. If additional tasks and funding are included after the execution of this agreement, the Consultant will provide an additional dated Cost Proposal and schedule covering those additional tasks and costs. Up to \$150,000 of additional tasks and costs may be included in this agreement through this process.
- C. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal dated **xxxx, 2023**, for all work performed included in the Project Tasks/Services. CONTRACTOR will also be reimbursed for any additional

- hours worked at the hourly rates specified in additional Cost Proposals implemented though the process specified in paragraph 6 subparagraph B above. 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.
- D. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than personnel costs that are in the Cost Proposal dated ~~xxx~~, and identified in the Cost Proposal and in the executed contract, and any additional Cost Proposals implemented though the process specified in paragraph 6 subparagraph B above.
 - E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal(s).
 - F. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit. Invoices shall be submitted monthly or quarterly for work for which the CONTRACTOR is billing. Monthly or quarterly payment arrangements may be made at the discretion of AMBAG in consultation with the consultant. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved cost estimate and shall reference this contract number and project title.
 - G. 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.
 - H. It is mutually understood between the parties that funding for this contract is contingent on State Budget passage and federal and state funding as well as reimbursement from Caltrans.

7. INVOICING

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

- administrative, or judicial remedies otherwise available to the CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor performance, and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractor.
- C. Invoicing Format and Content: All invoices submitted to AMBAG for payment shall be sent directly to:

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

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

8. FUNDING REQUIREMENTS

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

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

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

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

9. CONTRACT COMPLETION RETAINER

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

10. SATISFACTORY PERFORMANCE

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

11. COVENANT AGAINST CONTINGENT FEES

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

12. OWNERSHIP, CONFIDENTIALITY AND USE OF WORK PRODUCTS

- A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents, which are developed, compiled, or produced as a result of this Contract, whether or not completed, shall vest with AMBAG. AMBAG reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the data.
- B. AMBAG shall receive copyright and ownership to all data and materials delivered under this contract upon formal acceptance, except for those data and materials that are subject to ownership or copyright of others prior to the execution of this contract. No distribution of the original or derived works shall be made prior to acceptance by AMBAG unless specified in the task order or authorized by the contracting officer. The

- contractor may maintain copyright and ownership of all original or derived works which are not required submittals under this contract.
- C. Methodology and materials developed under this Contract are the property of AMBAG and may be used by AMBAG as it sees fit, including the right to revise or publish the same without limitation. CONTRACTOR shall not be liable for use of such methodology, materials, software logic, and systems for purposes other than that for which it is developed.
 - D. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by CONTRACTOR. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential.
 - E. The CONTRACTOR shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of AMBAG Legal Counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. CONTRACTOR shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the CONTRACTOR treats its confidential information, but in no case less than reasonable care.
 - F. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Contract, are the property of AMBAG. AMBAG shall determine the disposition of all such property upon completion or termination of this Contract.
 - G. AMBAG may utilize any Work Products or Related Work Materials provided by CONTRACTOR pursuant to this Contract, in any manner which AMBAG deems appropriate without additional compensation to CONTRACTOR.

13. TERMINATION

A. Termination of Convenience of AMBAG

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

B. Termination for Cause

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates any of the

covenants, terms, or stipulations of this Contract, AMBAG shall thereupon have the right to terminate the Contract by giving not less than ten (10) calendar days written notice to the CONTRACTOR of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the CONTRACTOR under this Contract shall, at the option of AMBAG, become AMBAG'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 prior written authorization by AMBAG, except that, which is expressly identified in the contract.

20. ASSIGNMENT

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

21. INDEMNIFICATION

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

22. STATEMENT OF COMPLIANCE

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

regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

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

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

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

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

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

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
4. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

23. FEDERAL CHANGES

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

24. ENERGY CONSERVATION

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

25. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. AMBAG and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to AMBAG, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

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

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

27. DEBARMENT AND SUSPENSION CERTIFICATION

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

misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to AMBAG.

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

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

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

28. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

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

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

29. INSURANCE/NOTIFICATION

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

CONTRACTOR is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions with limits as specified below. Certificates of insurance shall be provided to AMBAG

prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend and name AMBAG, its public officials, officers and employees as additional insured on the Commercial General Liability and Business Auto Insurance and hold harmless from any loss, damage or liability arising directly from any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage or liability arising from any act or omission by AMBAG, its officials, officers or employees.

CONTRACTOR shall provide the following types and amounts of insurance:

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

H. All insurance policies shall be issued by an insurance company currently authorized be the Insurance Commissioner to transact the business of insurance or in on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholder' Rating A- or higher and Financial Size Category Class VI or higher in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by AMBAG.

30. CONFLICT OF INTEREST

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

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

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

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

31. STATEMENT OF ECONOMIC INTEREST

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

32. MERGER

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

33. DEFAULT

If CONTRACTOR should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Contract, AMBAG may terminate this Contract by giving CONTRACTOR written notice of such termination,

stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and beneficial to AMBAG and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the contract as the services satisfactorily rendered hereunder by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, however, that AMBAG may withhold payments not yet made to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due AMBAG from CONTRACTOR is determined.

34. NO WAIVER OF BREACH/TIME

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

35. THIRD PARTY BENEFICIARIES

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

36. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

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

37. INDEPENDENT CONTRACTOR

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

38. TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract and shall be solely liable and responsible to pay such taxes and

other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold AMBAG harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR'S failure to pay, when due, all such taxes and obligations.

39. FEDERAL TAX FORMS

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

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

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

40. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

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

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

By signing this CONTRACT, the CONTRACTOR certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant, the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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

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

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

42. CERTIFICATIONS AND ASSURANCES

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

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

- B. CONTRACTOR shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in AMBAG's OWP. Such assurances shall apply to CONTRACTOR to the same extent as AMBAG, and include but are not limited, the following areas:
 - 1. Standard Assurances
 - 2. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - 3. Drug Free Work Place Agreement
 - 4. Intergovernmental Review Assurance
 - 5. Nondiscrimination Assurance
 - 6. DBE Assurance
 - 7. Nondiscrimination on the Basis of Disability
 - 8. Certification and Assurances required by the U.S. Office of Management and Budget
- C. The CONTRACTOR shall require its Subcontractor(s) to comply with these Certifications, and agrees to furnish documentation to AMBAG to support this requirement that all of its contracts with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

43. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

44. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

which may result in the termination of this contract or such other remedy, as AMBAG deems appropriate, which may include but is not limited to:

1. Withholding monthly or quarterly 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)

Signature: _____

Name: John Freeman

Title: Board President

Association of Monterey Bay Area Governments (AMBAG)

CONTRACTOR:

Signature: _____

Name: _____

Title: _____

Firm: _____

APPROVED TO AS TO FORM:

By: _____

Don Freeman, AMBAG Legal Counsel

P.O. Box 805, Carmel CA 93921



MEMORANDUM

TO: AMBAG Board of Directors

FROM: John Freeman, President

SUBJECT: Amendment No. 5 to the Employment Agreement
between AMBAG and Maura F. Twomey

MEETING DATE: February 8, 2023

RECOMMENDATION:

1. Approve Amendment No. 5 to the Employment Agreement between AMBAG and Maura F. Twomey.
2. Approve a one time Employee Performance Retention Fund in the amount of \$3,500 to be distributed at the discretion of the Executive Director by February 28, 2023.

BACKGROUND/ DISCUSSION:

The AMBAG Board of Directors met with the Executive Director Maura Twomey and negotiated an Amendment to her Employment Agreement at the November 9, 2022 AMBAG Meeting. Amendment No. 5 contains the following changes to the Employment Agreement:

- Increases the annual salary from \$194,361 to \$202,135 based on a 4% Cost of Living Adjustment.
- Adds one year to the agreement, extending the term to August 19, 2024.
- Awards a one-time Extension & Employee Retention Bonus in the amount of \$2,500.
- Increases the vacation accrual from 160 hours to 200 hours annually consistent with the Executive Director's completion of ten years of service.

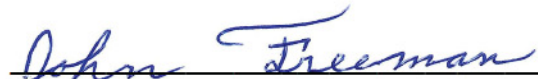
In addition to the above noted changes to the Employment Agreement, the Board of Directors negotiated the following terms with the Executive Director:

- AMBAG will fund a one time Employee Performance Retention Fund in the amount of \$3,500 to be distributed at the discretion of the Executive Director by February 28, 2023.
- The Executive Director will present her 2023 Goals to the Board of Directors at the February 2023 AMBAG Meeting.

ATTACHMENT:

1. Amendment No. 5 to the Employment Agreement between AMBAG and Maura F. Twomey.

APPROVED BY:



John Freeman, President

Attachment 1

EMPLOYMENT AGREEMENT BETWEEN **THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS** **AND MAURA F. TWOMEY**

AMENDMENT NO. 5

This AMENDMENT NO. 5 (Amendment) to the EMPLOYMENT AGREEMENT (Agreement) dated November 8, 2017 is between the ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (AMBAG) and MAURA F. TWOMEY (TWOMEY) and is dated November 10, 2021.

In accordance with Section 6.2 of the Agreement, the AMBAG Board of Directors performed an evaluation of TWOMEY for the period of August 20, 2021 to August 19, 2022. Based on this evaluation, AMBAG and TWOMEY agree to the Amendment with the following revisions to the terms of the Agreement:

A. Section 4.1, Compensation, is amended to read:

As full and total compensation for the performance of those Services set forth herein, AMBAG shall pay TWOMEY a salary of \$202,135/year, effective July 1, 2022, in equal semimonthly installments through the regular AMBAG payroll procedure.

B. Section 4.3 is amended to read:

Vacation: TWOMEY shall receive 200 hours of vacation annually. All rules and regulations regarding vacation wages applicable to AMBAG employees shall be applicable to TWOMEY. Vacation may accrue up to the limit set for employees in the AMBAG Employee Handbook and Personnel Policies.

C. Section 4.6 is added to read:

TWOMEY shall receive a one-time Extension & Employee Performance Bonus in the amount of \$2,500 payable after the Amendment to the Agreement is approved and signed.

D. Section 6.1 is amended to read:

Term. This agreement shall be for a period of seven (7) years commencing August 20, 2017 and ending August 19, 2024, unless terminated by either party in accordance with the provisions set forth in Article 6.3 of this Agreement, or until terminated by death or permanent disability of TWOMEY. If AMBAG terminates the employment of TWOMEY without cause under Article 2 of this Agreement TWOMEY is entitled to severance benefits equal to six (6) months of her then current salary. AMBAG shall also provide a payout equivalent to a period not to exceed six (6) months following such termination for the continuation of TWOMEY’s health benefits, life insurance and long-term disability insurance. If this Agreement is terminated as a matter of law by the death of TWOMEY, the heirs of TWOMEY are not entitled to any future compensation or benefits that TWOMEY may have earned had the agreement not been terminated by death.

IN WITNESS WHEREOF, the PARTIES have executed this Amendment on the day and year written below.

DATED: _____
MAURA F. TWOMEY

DATED: _____ AMBAG

BY: _____
John Freeman
AMBAG President

Approved as to form:

DATED: _____
AMBAG Counsel



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Heather Adamson, Director of Planning

SUBJECT: Regional Early Action Planning Grants 2.0 Program Update

MEETING DATE: February 8, 2023

RECOMMENDATION:

Staff will provide an update on the Regional Early Action Program (REAP) 2.0 Program development activities for AMBAG's Regional Competitive and Local Suballocation Grant Programs.

BACKGROUND/ DISCUSSION:

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

The REAP 2.0 Program provides funds to regional governments to accelerate housing production and facilitate compliance with the 6th Cycle of the housing element, including regional housing need allocations. In addition, REAP 2.0 is specifically designed to provide Metropolitan Planning Organizations (MPO) and other Eligible Entities with tools and resources to help implement and advance plans, primarily including

Planning Excellence!

Sustainable Communities Strategies (SCS) as part of Regional Transportation Plans to pursue greenhouse gas emission reduction targets through land use and transportation changes. The REAP 2.0 objectives are:

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

The REAP 2.0 Program is funded with \$600 million from the State General Fund. AMBAG's share of this funding is \$10,133,742.41. The REAP 2.0 Program is administered by the California Department of Housing and Community Development (HCD) (Department), in collaboration with the Governor's Office of Planning and Research (OPR), the Strategic Growth Council (SGC), and the California Air Resources Board (CARB).

In early June 2022, AMBAG submitted an advanced application to HCD for funding to deploy an outreach and engagement strategy and to develop a program to disperse these funds throughout the region that promotes the core program objectives of REAP 2.0. AMBAG's advanced application was approved in August 2022.

Throughout 2022, AMBAG conducted extensive outreach to a broad array of stakeholders to gather input, identify programs and partners which assisted in the development of the Proposed REAP 2.0 program framework. AMBAG developed a REAP 2.0 program framework, suballocation programs and draft criteria which were guided by the State's final program guidelines, HCD input and a stakeholder engagement process. AMBAG submitted the full REAP 2.0 application to the State in December 2022. The State is expected to complete the application review within 60 days.

In November 2022, the AMBAG Board of Directors approved the REAP 2.0 program framework consisting of three (3) core components:

- Regional Competitive Grant Program (60% - \$6,000,000)
 - Developed and administered by AMBAG. Applicant awards must support all REAP 2.0 objectives. This program will suballocate the majority of AMBAG's REAP 2.0 funds to a competitive program, granting awards to applicants that best achieve all REAP 2.0 goals and objectives.
- Local Suballocation Grant Program (25% - \$2,625,000)
 - The Local Suballocation Grant Program sets aside \$125,000 per jurisdiction with eligible projects which meet all REAP 2.0 goals and

objectives. The goal of this suballocation program is to provide all cities and counties with an opportunity to propose a REAP 2.0 eligible projects while allowing for both implementation and planning uses.

- AMBAG SCS Implementation, Technical Assistance, REAP 2.0 Program Development and Administration (15% - \$1,508,742)
 - Regional planning activities that support infill development and implement the SCS such as pricing studies, transit-oriented development, and Opportunity Area planning and implementation
 - Technical assistance
 - Development of the REAP 2.0 Program, including outreach activities
 - REAP 2.0 administration

REAP 2.0 Grant Programs Draft Criteria

AMBAG staff developed draft criteria for both the Regional Competitive and Local Suballocation Grant Programs based on HCD program requirements. Suballocation program criteria, guidelines, and applications will be refined and developed in early 2023.

REAP 2.0 Objectives

Both AMBAG's Regional Competitive and Local Suballocation Grant Programs must meet the following REAP 2.0 objectives.

- Accelerating Infill Development that Facilitates Housing Supply, Choice, and Affordability
 - Does the project accelerate infill development near jobs and other key destinations to support housing choice and affordability that effectively reduces VMT and greenhouse gas emissions?
- Affirmatively Furthering Fair Housing
 - Does the project combat discrimination, overcome patterns of segregation, and foster equitable and inclusive communities?
 - Does the project include meaningful actions to address disparities in housing needs and in access to opportunity, replace segregated living patterns with balanced living patterns, and transform racially and ethnically concentrated areas of poverty into areas of opportunity?
 - Does the project target funding to benefit disadvantaged and historically underserved communities?

- Does the project support regional and local efforts to work toward ensuring all people have full and equal access to opportunities enabling them to lead healthy lives?
- Reducing Vehicle Miles Traveled
 - Does the project support new infill housing development and shift travel away from driving by implementing or supporting pedestrian, bicycle, transit, and other alternative transportation programs?

The draft criteria for both the Regional Competitive and Local Suballocation Grant Programs are included in Attachment 1. On January 30, 2023, AMBAG staff presented the draft criteria to the Planning Directors Forum for feedback and input. Staff responded to clarifying questions but did not receive any proposed revisions to the draft criteria. The AMBAG Board of Directors are asked to provide input on the draft criteria for both grant programs. The criteria will be included in the draft grant guidelines for both grant programs that are currently under development.

Timeline

- January – February 2023 – HCD and state partners review AMBAG’s final full REAP 2.0 application
- Spring/Summer 2023 – Develop AMBAG’s Regional Competitive and Local Suballocation Grant Programs including criteria, guidelines, application, forms, etc.
- Summer/early Fall 2023 – Applications due for AMBAG’s Regional Competitive and Local Suballocation Grant Programs
- Late 2023/early 2024 – AMBAG awards Regional Competitive Grant Programs and enters into funding agreements with grant applicants
- June 30, 2024 – Deadline for REAP 2.0 recipient to encumber funds
- June 30, 2026 – Deadline for REAP 2.0 funds to be expended

Next Steps

AMBAG will continue outreach activities to gather input for the draft grant guidelines and applications for the REAP 2.0 grant programs.

ALTERNATIVES:

N/A. This is an information item.

FINANCIAL IMPACT:

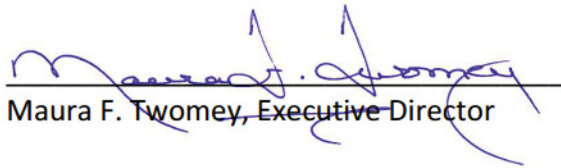
REAP 2.0 Program funds are programmed in the FY 2022-23 Overall Work Program and Budget.

COORDINATION:

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

ATTACHMENT:

1. Draft Criteria for the Regional Competitive and Local Suballocation Grant Programs

APPROVED BY:

Maura F. Twomey, Executive Director

Attachment 1
Regional Competitive Grant Program Draft Criteria

Draft scoring for the Regional Competitive program places the majority of points in the core REAP 2.0 objectives per direction from HCD. The process for reviewing proposed grant applications, including the final criteria will be included in the guidelines.

Primary Criteria

- Housing Element Compliance
- Transformative Planning and Implementation Activities
- Public Outreach
- California Planning Priorities
- Benefit to Disadvantaged Populations
- California Planning Priorities

Secondary Criteria

- Project Scope of Work and Budget
- Project Risk Assessment

Regional Competitive Grant Program Proposed Weighting

Scoring Factor	Weight (%)	Max. Score
REAP 2.0 Objectives		
1. Accelerating Infill Development		25
2. Affirmatively Furthering Fair Housing		25
3. Reducing VMT		25
Subtotal		75
Primary Factors		
1. Housing Element Compliance		3
2. Transformative Planning and Implementation Activities		3
3. Public Outreach		3
4. Benefit to Disadvantaged Populations		3
5. Significant Beneficial Impacts		3
6. California Planning Priorities		3
Subtotal		18
Secondary Factors		
1. Scope of Work and Budget		4
2. Project Risk Assessment		3
Subtotal		7
Total		100

Local Suballocation Grant Program Draft Criteria

Local suballocation Project elements will be rated on a Pass or Fail basis. Any project that fails one or more of the core three REAP 2.0 objectives or goals will be rejected. Draft scoring focuses on pass or fail evaluation per direction from HCD. Projects that meet all REAP 2.0 objectives and goals will be considered for approval as eligible projects.

Primary Criteria

- Housing Element Compliance
- Transformative Planning and Implementation Activities
- Public Outreach
- California Planning Priorities
- Benefit to Disadvantaged Populations
- Significant Beneficial Impacts

Criteria	PASS/FAIL
1. Accelerating Infill Development	Pass/Fail
2. Affirmatively Furthering Fair Housing	Pass/Fail
3. Reducing VMT	Pass/Fail
1. Housing Element Compliance	Pass/Fail
2. Transformative Planning and Implementation Activities	Pass/Fail
3. Public Outreach	Pass/Fail
4. Benefit to Disadvantaged Populations	Pass/Fail
5. Significant Beneficial Impacts	Pass/Fail
6. California Planning Priorities	Pass/Fail
1. Scope of Work and Budget	Pass/Fail
2. Project Risk Assessment	Pass/Fail
Total	

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The 2023 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.

2023 AMBAG Calendar of Meetings

March 8, 2023	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm
April 12, 2023	TBD Meeting Time: 6 pm
May 10, 2023	TBD Meeting Time: 6 pm
June 14, 2023	TBD Meeting Time: 6 pm
July 2023	No Meeting Scheduled
August 9, 2023	TBD Meeting Time: 6 pm
September 13, 2023	TBD Meeting Time: 6 pm
October 11, 2023	TBD Meeting Time: 6 pm
November 8, 2023	TBD Meeting Time: 6 pm
December 2023	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