

**Regional Analysis & Planning Services, Inc. (RAPS, Inc.)  
Board of Directors Agenda**

**DATE:** June 21, 2023

**TIME:** 4:00 pm

**LOCATION:** AMBAG Conference Room  
24580 Silver Cloud Court  
Monterey, CA 93940

**Members of the public may use the following link to join the meeting online:**  
<https://us06web.zoom.us/j/89427922045?pwd=OU1CVWhNVkE4aWdUQzg5SGFsWE9BUT09>

**Webinar ID:** 894 2792 2045  
**Passcode:** 538298

On September 13, 2022, California Governor Gavin Newsom signed into law Assembly Bill (AB) 2449 (Rubio). The new amendments to the Brown Act go into effect on January 1, 2023. AB 2449 provides alternative teleconference procedures to allow members of the AMBAG Board of Directors to participate remotely under very limited circumstances.

Persons who wish to address the RAPS, Inc. Board of Directors on an item to be considered at this meeting are encouraged to submit comments in writing at info@ambag by Tuesday, June 20, 2023 at 5 pm. The subject line should read "Public Comment for the June 21, 2023 RAPS, Inc. Board of Directors Meeting". The agency clerk will read up to 3 minutes of any public comment submitted.

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

**AMBAG Board Member(s) Meeting Remotely:**

<b>Kristen Brown:</b>	<b>420 Capitola Avenue, Capitola, CA 95010</b>	<b>831-475-7300</b>
<b>Mary Ann Carbone:</b>	<b>1 Pendergrass Way, Sand City, CA 93955</b>	<b>831-394-3054</b>
<b>Derek Timm:</b>	<b>1 Civic Center Drive, Scotts Valley, CA 95066</b>	<b>831-440-5600</b>

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- 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. **Consent Agenda**

**Recommended Action: APPROVE**

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

- A. **Minutes of the June 23, 2022 Meeting**

- **Ana Flores, Clerk of the Board**

Approve the minutes of the June 23, 2022 meeting. (Page 5)

- B. **Authorized Check Signers for the RAPS, Inc. Bank Account**

- **Errol Osteraa, Director of Finance & Administration**

Direct staff to execute new Mechanics Bank signature cards and approve the individuals listed with check signing authority for the RAPS, Inc. bank account. (Page 9)

6. **Annual Comprehensive Annual Financial Report (ACFR) for FY 2021-2022**

**Recommended Action: INFORMATION**

- **Errol Osteraa, Director of Finance & Administration**

Receive presentation on AMBAG's Annual Comprehensive Financial Report (ACFR) for FY 2021-2022. The ACFR includes financial reports for RAPS, Inc. which is presented as a blended component unit. The ACFR is separately enclosed. (Page 13)

7. **Update on Ongoing and Potential Contracts and Services**

**Recommended Action: INFORMATION**

- **Maura Twomey, Chief Executive Officer**

Receive an update from Maura Twomey, Chief Executive Officer.

8. **Contract with Eidam & Associates**

**Recommended Action: APPROVE**

- **Errol Osteraa, Director of Finance & Administration**

Authorize the Chief Executive Officer to negotiate and execute an agreement with Eidam & Associates to provide consulting services on behalf of RAPS, Inc. in an amount not to exceed \$150,000.00. (Page 15)

- 9. Financial Update Report**  
**Recommended Action: INFORMATION**  
• **Errol Osteraa, Director of Finance & Administration**

Receive the financial update report which provides an update on the RAPS, Inc. current financial position and accompanying financial statements. (Page 59)

- 10. Draft FY 2023-2024 Budget**  
**Recommended Action: APPROVE**  
• **Errol Osteraa, Director of Finance & Administration**

Approve the draft FY 2023-2024 Budget. (Page 67)

- 11. Other**

- 12. Adjournment**

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](mailto:aflores@ambag.org) at least 48 hours prior to the meeting date.

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Regional Analysis & Planning Services Inc.  
Board of Directors

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**AMBAG Office  
Conference Call**

**June 23, 2022**

**MINUTES**

**1. CALL TO ORDER**

The meeting was called to order by Chair Rowley at 5:02 p.m.

**2. ROLL CALL**

Present: Directors Freeman, Petersen, McAdams, McShane, Rowley, and Sarmiento

Absent: Director Tognazzini

Staff: Maura Twomey, Chief Executive Officer; Diane Eidam, Eidam & Associates; and Ana Flores, Clerk of the Board

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

None.

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

None.

**5. Minutes of the June 21, 2021 Meeting**

The minutes of the June 21, 2021 meeting were approved.

**Motion made by Director Petersen, seconded by Director McAdams to approve the minutes of the June 21, 2021 RAPS, Inc. Board of Directors meeting. Motion passed unanimously.**

**6. Update on Ongoing and Potential Contracts and Services**

Maura Twomey, Chief Executive Officer gave a update on the ongoing and potential contracts and services. Brief discussion followed.

## **7. Comprehensive Annual Financial Report (CAFR) for FY 2020-2021**

Maura Twomey, Chief Executive Officer gave an overview of the AMBAG CAFR FY 2020-2021. The CAFR includes financial reports for RAPS, Inc. which is presented as a blended component unit. RAPS, Inc. received an unmodified opinion on the financial statements and a clean single audit report with no findings. There were no major discrepancies, and no management letter was issued. Brief discussion followed.

## **8. Financial Update Report**

Maura Twomey, Chief Executive Officer reported a positive end fund balance. Revenues consist of \$67,867.02 for administrative services provided to the 1) Pajaro River Watershed Flood Prevention Authority (PRWFPA) in the amount of \$15,239.00; 2) Pajaro Regional Flood Management Agency (PRFMA) in the amount of \$17,749.24; 3) El Dorado County Transportation Commission Guidebook Training in the amount of \$9,500.00; 4) TAMC Executive Director Recruitment in the amount of \$ 3,811.71; 5) City of Soledad Public Works Director Recruitment in the amount of \$3,350.00; and Shasta Regional Transportation Agency (SRTA) Executive Director Recruitment in the amount of \$7,374.32. Expenditures totaling \$64,574.44 include 1) \$14,856.89 for the AMBAG staffing costs for the administration of the PRWFPA; 2) \$14,869.52 for AMBAG's staffing costs for the administration of PRFMA; 3) \$18,680.00 for AMBAG staff costs for technical assistance; 4) \$14,770.03 for professional services; 5) \$853.00 for general and liability insurance; and \$545.00 for FY 2020-2021 audit fieldwork/audited financial statements/tax return filing. Brief discussion followed.

## **9. Draft FY 2022-2023 Budget**

Maura Twomey, Chief Executive Officer reviewed the draft FY 2022-23 budget. Brief discussion followed.

**Motion made by Director McShane, seconded by Director Petersen to approve the FY 2022-2023 budget. Motion passed unanimously.**

## **10. Other**

None.

## **11. Adjournment**

The meeting adjourned 4:47 pm.

**Regional Analysis & Planning Services, Inc.**  
**Board of Directors Meeting**  
**ATTENDANCE & VOTING RECORD**

MEETING DATE: June 23, 2022

Attendance (X= Present; AB= Absent)    Voting (Y= Yes; N=No; A=Abstain)				
MEMBER	AMBAG REP	Attendance	Item# 5	Item# 9
Capitola	Kristen Petersen	X	Y	Y
Pacific Grove	Jenny McAdams	X	Y	Y
Salinas	Steve McShane	X	A	Y
San Juan Bautista	John Freeman	X	Y	Y
Monterey County Public Member	Tom Rowley	X	Y	Y
San Benito County Public Member	Mark Tognazzini	AB	N/A	N/A
Santa Cruz County Public Member	Jenny Sarmiento	X	Y	Y

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# REGIONAL ANALYSIS & PLANNING SERVICES, INC.

*A non-profit corporation chartered by the Association of Monterey Bay Area Governments*

24580 Silver Cloud Court, Monterey, CA 93940  
P.O. Box 2453, Seaside, CA 93955-2453

(831) 883-3750  
FAX (831) 883-3755

## MEMORANDUM

**TO:** RAPS, Inc. Board of Directors

**FROM:** Maura F. Twomey, Chief Executive Officer

**RECOMMENDED BY:** Errol Osteraa, Director of Finance and Administration

**SUBJECT:** Authorized Check Signers for the Regional Analysis and Planning Services, Inc. (RAPS) Bank Account

**MEETING DATE:** June 21, 2023

### RECOMMENDATION:

It is recommended that the Board direct staff to execute new Mechanics Bank signature cards and approve the individuals listed with check signing authority for the Regional Analysis and Planning Services, Inc. (RAPS) bank account.

### BACKGROUND/ DISCUSSION:

RAPS, Inc. requires two signatures on all bank drafts. RAPS, Inc. has not changed its signature cards since June 19, 2019. Since that time, there has been a change in the composition of the RAPS, Inc. Board of Directors necessitating a change in the list of authorized board signers.

Staff proposes changing the board and staff signers as follows:

Remove - Directors Scott Funk, Steve McShane, and Kristen Brown (née Petersen) and former staff Elisabeth Bertrand

Add – Directors John Freeman, Mary Ann Carbone and Derek Timm and AMBAG staff Amaury Berteaud

We will continue to have Maura F. Twomey, Bhupendra Patel and Heather Adamson as authorized signers without change.

**FINANCIAL IMPACT:**

There is no financial impact from this action.

**ALTERNATIVES:**

The Board may choose to approve a different slate of check signers.

**ATTACHMENT:**

1. Check Signer Information Sheet

**APPROVED BY:**

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Maura F. Twomey, Chief Executive Officer

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June 21, 2023

Jamie Ulibarri Molina, Personal Banker  
Government and Corporate Enterprise Banking  
Mechanics Bank  
18400 Von Karman Avenue, Suite 1100  
Irvine, CA 92612

RE: Account ending in 4280

Dear Ms. Molina:

Regional Analysis and Planning Services Inc. (RAPS) has not changed its signature cards since June 25, 2019. Since that time, there have been changes in the composition of the RAPS Board of Directors and staff necessitating a change in the list of authorized signers.

RAPS proposes changing the board and staff signers as follows:

Remove – Directors Scott Funk, Steve McShane and Kristen Brown (nee Petersen) and former staff Elisabeth Berteaud

Add – Directors John Freeman, Mary Ann Carbone and Derek Timm and staff Amaury Berteaud, Sustainability Program Manager

We will continue to have Maura Twomey, Bhupendra Patel, and Heather Adamson without change.

All Staff Signers will also be resolution signers.

Sincerely,

Maura Twomey  
Executive Director

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## MEMORANDUM

**TO:** RAPS, Inc. Board of Directors

**FROM:** Maura F. Twomey, Chief Executive Officer

**RECOMMENDED BY:** Errol Osteraa, Director of Finance and Administration

**SUBJECT:** Annual Comprehensive Financial Report (ACFR) for FY 2021-2022

**MEETING DATE:** June 21, 2023

### RECOMMENDATION:

Receive a presentation on the Association of Monterey Bay Area Governments (AMBAG) Annual Comprehensive Financial Report (ACFR) for FY 2021-2022. The ACFR includes financial reports for Regional Analysis and Planning Services, Inc. (RAPS), which is presented as a blended component unit.

### BACKGROUND/ DISCUSSION:

Pursuant to AMBAG and RAPS, Inc. 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) is for the period ending June 30, 2022. AMBAG received an unmodified (clean) opinion.

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

- **Introductory** - this section includes a letter of transmittal, which is an executive summary introducing the financial statements along with other required information.
- **Financial Section and Basic Financial Statements** - these sections have the independent auditors' report from Hayashi and Wayland Accounting and Consulting, LLP; Management's Discussion and Analysis (MD&A), which is managements' 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 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 in excess of \$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. In the Basic Financial Statements that follow, AMBAG had a positive change in net position of \$65,470 and RAPS, Inc. had a positive change in net position of \$7,394 (see page 46 of the ACFR). The combined change in net position was \$72,864. RAPS, Inc.'s overall ending net position was a positive \$34,670 (see page 46 of the ACFR).

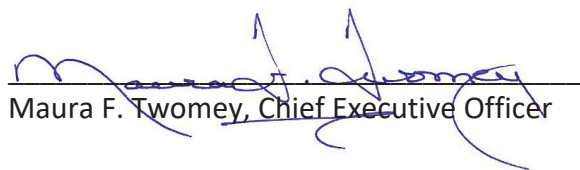
**ALTERNATIVES:**

N/A

**ATTACHMENT:**

1. Annual Comprehensive Financial Report (ACFR) for FY 2021-2022 (separately enclosed)

**APPROVED BY:**



Maura F. Twomey, Chief Executive Officer

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## MEMORANDUM

**TO:** RAPS, Inc. Board of Directors

**FROM:** Maura F. Twomey, Chief Executive Officer

**RECOMMENDED BY:** Errol Osteraa, Director of Finance and Administration

**SUBJECT:** Contract with Eidam & Associates

**MEETING DATE:** June 21, 2023

### RECOMMENDATION:

Staff recommends that the Board authorize the Chief Executive Officer to negotiate and execute an agreement with Eidam & Associates to provide consulting services on behalf of the Regional Analysis & Planning Services, Inc. in an amount not to exceed \$150,00.00.

### BACKGROUND/ DISCUSSION:

RAPS, Inc. has been awarded a contract with the Southern California Association of Governments and the City of Soledad. In addition, RAPS, Inc. is at times in discussions with other agencies to provide technical services. RAPS, Inc. will contract many of the services required to Eidam & Associates for an amount not to exceed \$150,000.00. Of this, approximately \$21,960.00 is for known services required through agreements with the agencies above. The remainder provides the flexibility to add additional work as it is obtained through negotiation.

### FINANCIAL IMPACT:

The cost for professional services in the amount of \$6,460.00 plus \$15,500.00 for other direct costs is included in the Draft FY 2023-2024 Budget.


### ALTERNATIVES:

N/A

**ATTACHMENTS:**

1. Eidam & Associates Contract

**APPROVED BY:**



Maura F. Twomey, Chief Executive Officer



## Attachment 1

### AGREEMENT FOR SERVICES

This Agreement is made and entered into this **1st day of July, 2023** by and between **Regional Analysis and Planning Services, Inc.** (hereinafter referred to as "RAPS, Inc." or "CLIENT"), and **Eidam & Associates** (hereinafter referred to as "Eidam" or "CONTRACTOR").

### WITNESSETH

WHEREAS, Regional Analysis and Planning Services, (RAPS) Inc. is charged with providing consulting services to various agencies for reviewing current operational procedures, assessing needs, developing revised operational procedures and providing training in these revised operational procedures; and

WHEREAS, the CONTRACTOR is qualified, has extensive experience in reviewing current operational procedures, assessing needs, developing revised operational procedures and providing training in these revised operational procedures; and

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

1. SCOPE OF WORK

CONTRACTOR shall perform those services described in the Task Order Exhibits "Project Tasks/Services, Timeline and Budget" attached hereto and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the AGREEMENT.

2. TERM

A. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by RAPS, INC. unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks **on or before June 30, 2026** unless otherwise extended by written authorization.

Services performed under this Agreement shall commence only upon Notice to Proceed by RAPS, INC. to CONTRACTOR for each Task Order issued under this contract.

3. COORDINATION/STAFFING

- A. CONTRACTOR is to personally perform the work as outlined in the Task Orders. No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of the RAPS, INC.
- B. Maura F. Twomey, Chief Executive Officer for RAPS, Inc. shall serve as project manager.

4. COMPENSATION

RAPS, INC. shall pay CONTRACTOR for services in accordance with the structure shown in each Task Order as tasks are completed with the total amount not to exceed the amount specified in each Task Order. which sum shall include any and all costs. In no event shall compensation exceed the amounts specified in the Task Order without prior written consent of RAPS, Inc.

The total amount payable for all task orders under this agreement shall not exceed \$150,000.

5. INVOICING

- A. Invoices for services must be presented to RAPS, INC. no later than the fifteenth day of the month following the period claimed. CONTRACTOR shall submit an invoice to RAPS, INC. stating the amount due for such services on a regular basis throughout the duration of the project. Said invoicing shall reflect all services rendered in accordance with the attached Task Order. RAPS, INC. shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Agreement. Payment of the invoices will be made to CONTRACTOR after acceptance and approval by RAPS, INC. and upon reimbursement by the agencies for whom such work is being performed. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the terms stated in the attached Task Order. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.
- B. Prompt Payment to Subcontractor(s): A CONTRACTOR, if applicable, shall pay any Subcontractor(s) for satisfactorily completed work no later than ten (10) days of receipt of each payment from RAPS, INC., in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. 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 RAPS, Inc.'s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. 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 RAPS, INC. for payment shall be sent directly to:

**Regional Analysis and Planning Services, Inc. ATTN: Accounts**

**Payable**

**P.O. Box 2453 Seaside, CA 93955**

1. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
  - i. RAPS, Inc.'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 Agreement, or within any previous billing dates;
  - v. Total amount due for the billing period;
  - vi. Total Contract Value (as discussed in 4. above); and

6. AGREEMENT COMPLETION RETAINER

No retainage will be held by RAPS, INC. from progress payments due to CONTRACTOR. CONTRACTOR is prohibited from holding retainage from Subcontractor(s), if applicable. Any delay or postponement of payment may take place only for good cause and with RAPS, INC.'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).

7. SATISFACTORY PERFORMANCE

Payment for services under this Agreement is contingent upon RAPS, Inc.'s determination that the performance of the CONTRACTOR has been satisfactory.

8. UNTIMELY PERFORMANCE BY CONTRACTOR

Timely delivery of project deliverables is crucial to this project. Accordingly, late fees shall be assessed against the CONTRACTOR for every **calendar day** a milestone or delivery date is not met. Milestone dates and delivery schedules have been negotiated between the CONTRACTOR and RAPS, INC. and shall be assessed as follows:

- Days one (1) through five (5): 0.01 percent of contract total per day
- Days six (6) through fifteen (15): 0.02 percent of contract total per day
- Days sixteen (16) through thirty (30): 0.03 percent of contract total per day

9. 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 Agreement, whether or not completed, shall vest with RAPS, INC. RAPS, INC. reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the data.
- B. RAPS, INC. 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 RAPS, INC. unless specified in the task order or authorized by the RAPS, Inc. Project Manager. 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 Agreement are the property of RAPS, INC. and may be used by RAPS, INC. 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 RAPS, INC. 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. Upon termination of this Agreement or when requested to do so by RAPS, INC., CONTRACTOR shall erase all copies of Work Products and Related Work Materials from its computers.
- G. 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 Agreement, are the property of RAPS, INC.. RAPS, INC. shall determine the disposition of all such property upon completion or termination of this Agreement.
- H. RAPS, INC. may utilize any Work Products or Related Work Materials provided by CONTRACTOR pursuant to this Agreement, in any manner which RAPS, INC. deems appropriate without additional compensation to CONTRACTOR.

#### 10. TERMINATION

##### A. Termination of Convenience of RAPS, INC.

RAPS, INC. may terminate the Agreement at any time by giving notice to the CONTRACTOR of such termination (including the effective termination date) at least ten (10) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of RAPS, INC., become RAPS, Inc.'s property. If this Agreement is terminated by RAPS, INC., as provided herein, RAPS, Inc.'s only obligation shall be the payment of fees and expenses incurred prior to the termination date, for work deemed satisfactory to RAPS, INC., in accordance with the cost provisions of this Agreement.

##### B. Termination for Cause

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, terms, or stipulations of this Agreement, RAPS, INC. shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working 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 Agreement shall, at the option of CONTRACTOR, become RAPS, Inc.'s property.

#### 11. AMENDMENT OF SCOPE OF WORK

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

#### 12. 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 RAPS, INC.

13. DELAYS AND EXTENSIONS

CONTRACTOR shall notify RAPS, Inc. in writing of any potential delay or interruption in the performance of all or any part of the work of this contract. If the work of this contract is interrupted by instances of unavoidable delay(s), informal negotiations between the parties to this contract will be used to adjust the delivery or performance dates of any work products or any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by the fault or negligence of the CONTRACTOR, or for which an adjustment is provided or excluded under any other term or condition of this contract.

14. RECORDS RETENTION AND AUDITS

CONTRACTOR shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement (RFRs) which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct cost, subrecipient/subcontractor, etc.) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

CONTRACTOR shall maintain all books, documents, papers, adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by RAPS, INC. at the Contractor's principal place of business during the agreement period and for a period of three (3) years from the date of final payment, 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 RAPS, INC. Caltrans, the Comptroller General, 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). CONTRACTOR agrees to

ensure that such materials and all relevant information shall be available for inspection by authorized representatives of RAPS, Inc., and EDCTC or copies thereof shall be furnished if requested. All costs may be subject to audit by federal and state agencies. CONTRACTOR understands that the purpose of such audit is to establish that all examined costs have been legitimately accrued in conjunction with the work hereunder. Such an audit may disallow certain costs, in which case CONTRACTOR will be required to make refund payments. If so directed by RAPS, Inc. upon expiration of this Agreement, the CONTRACTOR shall cause all Records to be delivered to RAPS, Inc. as depository.

15. 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 completion of the work.

CONTRACTOR or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. 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 subcontractors.

16. ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. CONTRACTOR shall not assign, delegate, or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of RAPS, INC.

17. INDEMNIFICATION

To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend RAPS, INC., 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 Agreement (including design defects and regardless of RAPS, INC.'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 RAPS, INC.. If the adjudicated or admitted sole negligence or willful misconduct of RAPS, INC. has contributed to a loss, CONTRACTOR shall not be obligated to indemnify RAPS, INC. 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 Agreement.

18. COMPLIANCE WITH NON DISCRIMINATION AND EQUAL EMPLOYMENT LAWS

- A. It is RAPS's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. RAPS does not discriminate on the basis of race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical condition, disability, sexual orientation or gender identity in conducting its business. RAPS prohibits discrimination by its employees, contractors and consultants.
- B. CONTRACTOR assures RAPS that it complies with, and that CONTRACTOR will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by CONTRACTOR to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as RAPS may deem appropriate.
  - 1. CONTRACTOR and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.



2. CONTRACTOR and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. RAPS and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
  3. CONTRACTOR and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. CONTRACTOR and its subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and its subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  4. CONTRACTOR will include the non-discrimination and equal employment opportunity provisions of this section (provisions 8.1 through B.3 above) in all contracts to perform work funded under this Agreement.
19. 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 Agreement 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.
  20. 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.
  21. NO OBLIGATION BY THE FEDERAL GOVERNMENT
    - A. RAPS, INC. 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 RAPS, INC., 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.

22. 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.

23. SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

24. 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.

25. INSURANCE/NOTIFICATION

Prior to the beginning, and throughout the duration, of the work, CONTRACTOR will 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 agreement and which is applicable to a given loss, will be available to RAPS, INC..

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 RAPS, INC. prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend and name RAPS, INC., its public officials, officers and employees as additional insured on the Commercial General Liability and 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 RAPS, INC., 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 CONTRACTOR warrants that CONTRACTOR has no employees and will not, therefore, be required to provide this coverage. If, during the term of this Agreement, CONTRACTOR does hire any employee that in accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall be insured against liability for Workers' Compensation or undertake self-insurance. CONTRACTOR agrees to comply with such provisions before allowing said employee to perform any work under this Agreement.
- C. Auto Coverage CONTRACTOR owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR's personal transportation only (with no passengers, hazardous materials, or valuable greater than \$5,000.00). In reliance on said representation RAPS, Inc. requires that said personal vehicle have automobile liability insurance coverage in the minimum amount of: a) \$50,000 property damage; b) 250,000 per person; and c) \$500,000 per occurrence.

CONTRACTOR has no employees or agents and that CONTRACTOR does not own, operate, or utilize a business vehicle; but rather that a personal vehicle will be used only incidentally in traveling to and from the CONTRACTOR's principal place of residence, business, or the principal RAPS, Inc. facilities in accomplishing the result required under this Agreement. In reliance on said representation, RAPS, Inc. waives any and all requirements therein relating to Business Automobile Liability Insurance coverage.

- 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. Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions over \$5,000 must be declared to and approved by RAPS, Inc.
- F. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with RAPS, INC. within fifteen (15) days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. 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 RAPS, INC. prior to the effective date of such cancellation or change in coverage.
- G. 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.
- H. The Commercial General Liability policy shall provide an endorsement naming RAPS, INC., 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 RAPS, INC. and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance RAPS, INC..

26. CONFLICT OF INTEREST

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 Agreement, no person having any such interest shall be employed. CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with RAPS, Inc.'s interest. CONTRACTOR shall immediately notify RAPS, Inc. of any and all potential violations of this Section upon becoming aware of the potential violation.

RAPS has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "C."

27. STATEMENT OF ECONOMIC INTEREST

If RAPS, INC. 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 Agreement to complete and file a "Statement of Economic Interest" with RAPS, INC. disclosing CONTRACTOR and/or such other person's financial interests.

28. MERGER

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

29. 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 Agreement, RAPS, INC. may terminate this Agreement 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 expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement 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 RAPS, INC. may withhold payments not yet made to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due RAPS, INC. from CONTRACTOR is determined.

30. NO WAIVER OF BREACH/TIME

The waiver by RAPS, INC. of any breach of any term or promise contained in this Agreement 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 Agreement. The failure of RAPS, Inc. to enforce at any time the provisions of this Agreement or to require at any time performance by the CONTRACTOR of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of RAPS, Inc. to enforce these provisions. Time is of the essence in carrying out the duties hereunder.

31. THIRD PARTY BENEFICIARIES

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

32. LITIGATION, ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

CONTRACTOR shall notify RAPS, Inc. immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or RAPS, Inc., and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of RAPS, Inc.

In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement 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 Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the Superior Court of Monterey County.

33. 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. In the performance of these services herein provided for, CONTRACTOR, including CONTRACTOR 's employees and agents, shall act as and be an independent contractor and not an agent or employee of RAPS, Inc.. CONTRACTOR, its employees, agents, and sub-contractors, shall have no power to bind or commit RAPS, Inc. to any decision or course of action, and shall not represent to any person or entity that they have such power. RAPS, Inc. Project Manager has and shall retain the right to exercise full control and supervision of the services. CONTRACTOR has full control over the employment, direction, compensation, and discharge of all persons assisting the CONTRACTOR in the performance of said

services hereunder. CONTRACTOR shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters. CONTRACTOR is not to be considered an agent or employee of RAPS, INC. and is not entitled to participate in any benefits RAPS, INC. provides. In the event RAPS, INC. exercises its right to terminate this Agreement, CONTRACTOR expressly agrees that he/she shall have no recourse or right of appeal under rules, regulations, ordinances or laws applicable to employees.

34. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

CONTRACTOR, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a federal court which orders CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code § 1 0296).

35. TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement 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 RAPS, INC. 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.

36. FEDERAL TAX FORMS

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

**Regional Analysis and Planning Services, Inc. ATTN: Accounts Payable**

**P.O. Box 2453 Seaside, CA 93955**

or by FAX to: (831) 883-3755. Unless RAPS, INC. receives a completed Tax Form W-9, payments for services performed under this AGREEMENT shall be subject to federal backup withholding. A blank W-9 is attached as Exhibit C.

37. 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 RAPS, INC. that CONTRACTOR has and will keep in effect during the term of this Agreement 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 Agreement 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 RAPS, INC. for inspection.

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

By signing this AGREEMENT, 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 RAPS, INC., 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 Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

If any funds other than State or Federal 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, the CONTRACTOR shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.

This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement pursuant to 31 U.S.C. 1352 and 49 C.F.R. Part 19, Appendix A, Section 7.

The CONTRACTOR also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts, if applicable, 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.

39. CERTIFICATIONS AND ASSURANCES

A. CONTRACTOR shall adhere to the requirements contained in Association of Monterey Bay Area Governments (AMBAG) 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 RAPS, INC. 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 (ADA) of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) which prohibits discrimination on the basis of disability.  
CONTRACTOR also assures RAPS, Inc. that it complies with the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38), as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 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 RAPS, Inc.'s OWP. Such assurances shall apply to CONTRACTOR to the same extent as RAPS, INC., 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), if applicable, to comply with these Certifications, and agrees to furnish documentation to RAPS, INC. to support this requirement that all of its agreements with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

#### 40. COST PRINCIPLES

- A. CONTRACTOR agrees to comply with the following:
  1. the Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments)," shall be used to determine the allowability of individual project cost items, and
  2. the Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments."
- B. Any costs for which CONTRACTOR receives payment or credit that is determined by a subsequent audit or other review by either RAPS, INC., Caltrans or other State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by CONTRACTOR to RAPS, Inc. within thirty (30) days of CONTRACTOR receiving notice of audit findings.



Should CONTRACTOR fail to reimburse moneys due RAPS, INC. within thirty (30) days of demand, or within such other period as may be agreed between Parties hereto, RAPS, INC. is authorized to withhold future payments due CONTRACTOR.

- C. CONTRACTOR agrees to furnish documentation to RAPS, INC. to support this requirement that all of its agreements with Subcontractor(s), if applicable, contain provisions requiring adherence to this section in its entirety.

41. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. The CONTRACTOR and its 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 DOT-assisted contracts or in the administration of RAPS, INC.'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 RAPS, INC. deems appropriate.
- B. It is the policy of RAPS, INC., 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 RAPS, INC.'s DBE Program, as amended.
- C. 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 AGREEMENT is executed.
- D. During the period of this Agreement, the CONTRACTOR shall maintain records of all applicable subcontracts advertised and entered into germane to this AGREEMENT, 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 AGREEMENT, 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 RAPS, INC.

42. FLOW-DOWN PROVISIONS

Any subcontract entered into as a result of this AGREEMENT shall contain the following provisions of this Agreement:

Section 3 (Coordination/Staffing); Section 5 (Invoicing for Payment); Section 6 (Agreement Completion Retainer); Section 7 (Satisfactory Performance); Section 9 (Ownership, Confidentiality, and Use of Work Products); Section 10 (Termination); Section 11 (Disputes); Section 15 (Records Retention and Audits); Section 18 (Indemnification); Section 19 (Civil Rights); Section 23 (Program Fraud and False or Fraudulent Statements and Related Acts); Section 27 (Conflict of Interest); Section 34 (Independent Contractor); Section 37 (Compliance with Laws, Rules, and Regulations); Section 37 (Disadvantaged Business Enterprise); Section 38 (Federal and State Lobbying Activities Certification); Section 39 (Certifications and Assurances); and Section 40 (Cost Principles)

43. INTERPRETATION

Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the parties to this Agreement, 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.

44. CAMPAIGN CONTRIBUTION DISCLOSURE

CONTRACTOR has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."

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

RAPS, INC.:

Signature: \_\_\_\_\_

**Name:** Maura F. Twomey

**Title:** Chief Executive Officer

Regional Analysis and Planning Services, Inc. (RAPS) CONTRACTOR:

Signature: \_\_\_\_\_

**Name:** Diane C. Eidam

**Title:** Contractor

APPROVED TO AS TO FORM:

By: \_\_\_\_\_

Don Freeman, RAPS, INC. Legal Counsel

P.O. Box 805, Carmel CA 93921



**TASK ORDER A. PROJECT TASKS/SERVICES,  
TIMELINE, AND BUDGET – SOUTHERN CALIFORNIA  
ASSOCIATION OF GOVERNMENTS: PROCUREMENT  
POLICIES AND PROCEDURES**

**AGREEMENT FOR SERVICES:  
REGIONAL ANALYSIS AND PLANNING SERVICES, Inc.  
and EIDAM & ASSOCIATES  
July 1, 2023 – September 30, 2023**

**TASK ORDER A**

**Southern California Association of Government**

**Budget**

<b><u>Project Staff</u></b>	<b><u>Hours</u></b>	<b><u>Rate</u></b>	<b><u>Total</u></b>
Diane Eidam, Consultant	35	\$85.00	\$2,975

**AGREEMENT FOR SERVICES:  
REGIONAL ANALYSIS AND PLANNING SERVICES, Inc.  
and EIDAM & ASSOCIATES  
July 1, 2023**

**TASK ORDER A**

**Southern California Association of Governments: Procurement Policies and Procedures**

**Tasks**

<b>Tasks</b>	<b>Total Estimated Hour</b>	<b>Total Estimated Costs</b>
Project Management		
Review and Assess Existing SCAG Manuals and Associated Forms		
Second Draft Revised Manual and Forms		
Final Revised Manual	10	\$850
Develop and Facilitate Training	25	\$2,125
<b>Totals</b>	35	2,975

**TASK ORDER B. PROJECT TASKS/SERVICES,  
TIMELINE, AND BUDGET – CITY OF SOLEDAD:  
RECRUITMENTS FOR CITY ENGINEER, ASSOCIATE CIVIL  
ENGINEER AND ACCOUNTANT**

**AGREEMENT FOR SERVICES:  
REGIONAL ANALYSIS AND PLANNING SERVICES, Inc.  
and EIDAM & ASSOCIATES  
July 1, 2023 – September 30, 2023**

**TASK ORDER B**

**City of Soledad**

**Budget**

<b><u>Project Staff</u></b>	<b><u>Hours</u></b>	<b><u>Rate</u></b>	<b><u>Total</u></b>
Diane Eidam, Consultant	41	\$85.00	\$3,485

**AGREEMENT FOR SERVICES:  
REGIONAL ANALYSIS AND PLANNING SERVICES, Inc.  
and EIDAM & ASSOCIATES  
July 1, 2023**

**TASK ORDER B**

**City of Soledad: Recruitments for City Engineer, Associate Civil Engineer and Accountant**

**Tasks**

Tasks	Total Estimated Hours	Total Estimated Costs
Develop Recruitment Flyers	12	\$ 1,020
Conduct Solicitations	12	\$ 1,020
Manage the Evaluation and Selection of Candidates	17	\$ 1,445
Totals	41	\$ 3,485

## **EXHIBIT A. CONTRACTOR'S RESUME**

**Exhibit A**  
**Diane C. Eidam**

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**3510 Lariat Drive Cameron Park, California 95682 • (916) 300-2267**

**Selected Expertise**

**Leadership**

- As Interim Executive Director of the Association of Monterey Bay Area Governments, I provided strategic leadership to the agency and its federal, state, and regional partners to resolve long standing issues of funding, organization and delivery that threatened the survival of the agency. Provided leadership in communication and collaboration, establishing a new culture for the region.
- As Chief Deputy Executive Director of the San Diego Association of Governments, responsible for managing the SANDAG staff of over 200 professionals who carry out major policy and infrastructure projects related to transportation planning and construction, growth, environmental management, housing, open space, energy, public safety, interregional, and binational topics.
- As Executive Director of the California Transportation Commission, provided an interactive framework in which transportation policy was developed and implemented; in which state and local stakeholders could reach consensus on plans and programs of projects that meets the needs of a complex and dynamic multi-modal transportation system for the economic, social, and environmental benefit of California citizens.
- As a Deputy Director for the California Department of Transportation, participated fully as a member of the executive team with responsibility for fiscal policy and organizational management.
- As a Deputy Director for the California Department of Transportation, transformed a marginal, poorly functioning operation into an integral element of the corporate governance structure.

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**Policy  
Development and  
Implementation**

- Demonstrated ability to plan and direct large, complex and politically sensitive programs.
- Demonstrated ability to understand and communicate complex and long term ramifications of policies and decisions as well as the ability to develop effective strategies to implement those policies.
- Demonstrated ability to identify critical issues, assess risks, determine the steps necessary to protect the state's interests and to mobilize executive management into action.
- Demonstrated excellence at analyzing complex issues as well as developing and implementing concise, comprehensive courses of action.

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**Working**

- Demonstrated ability to gain the confidence and respect of legislators, California **Relations and** Transportation Commissioners and staff, high ranking officials of state, local and **Communication** federal agencies, as well as executive and midlevel management.
- Demonstrated ability to develop consensus among diverse interests with divergent, often opposing, views.



## Diane C. Eidam

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### Professional Experience

<b>Eidam &amp; Associates</b>	Provide consulting services to local and regional governments concerning the development of federally complaint policies and procedures and audit resolution.
<b>Executive Strategic Advisor, Association of Monterey Bay Area Governments</b>	Advise AMBAG executive management on policy issues that impact the overall strategic direction and delivery of transportation projects in the region and perform management reviews for the purpose of identifying opportunities to improve the efficiency and effectiveness of AMBAG's operations.
<b>Interim Executive Director, Association of Monterey Bay Area Governments</b>	Reported to the AMBAG Board of Directors and was responsible for the full spectrum of operations. AMBAG's mission is to provide strategic leadership and services to analyze, plan, and implement regional policies for the benefit of the cities and counties of Monterey, San Benito and Santa Cruz.
<b>Executive Strategic Advisor, San Diego Association of Governments</b>	Advise SANDAG executive management on policy issues that impact the overall strategic direction and delivery of transportation projects in the region and perform management reviews for the purpose of identifying opportunities to improve the efficiency and effectiveness of SANDAG's operations.
<b>Chief Deputy Executive Director, San Diego Association of Governments</b>	Reported to the Executive Director of the SANDAG board and was responsible for internal, day to day operations of the organization. SANDAG serves as the forum for regional decision-making. SANDAG builds consensus, makes strategic plans, obtains and allocates resources, plans, engineers, and builds transportation projects, and provides information on a broad range of topics pertinent to the region's quality of life.
<b>Executive Director, California Transportation Commission</b>	Reported to the nine member Commission and was responsible for overseeing Commission programs, staff, and budget. The Commission is responsible for programming and funding several billion dollars annually for transportation projects throughout California in partnership with regional transportation planning agencies and the California Department of Transportation. The Commission is also responsible for advising the California Secretary of Business, Transportation and Housing and the California State Legislature on key transportation policy matters.
<b>Deputy District Director, Caltrans District 3</b>	Provided the management leadership required to plan, organize, direct, and control the administrative activities supporting the California Department of Transportation North Region's project development, deployment and maintenance operations. Provided dual support to District 3 's 1,200 plus positions as well as to the project delivery apparatus in the North Region's 22 counties.
<b>Deputy Director Caltrans Audits &amp; Investigations</b>	Planned, organized, and directed a multidisciplinary audit and investigative staff to provide all auditing and investigative services for the department. Products provided by Audits and Investigations during this tenure generated significant improvements in the way Caltrans did business, millions of dollars in cost recoveries and ensured that the rights of individuals in protected classes were safeguarded.
<b>Personnel Officer, Caltrans</b>	Provided overall management of the department's classification and pay plan; personnel policy and procedure development, revision and implementation.

**Division of  
Budgets**

and expenditure levels for the State Transportation Improvement Program; the Governor's Budget; budget policy; operational budgets; bonding capacity for toll facilities; bonding for Propositions 108, 111, 116; capital financing plans and management of federal funds.

**Auditor and Audit  
Supervisor,  
Caltrans Audits  
And Investigations**

Performed and supervised financial and performance audits of Caltrans operations, local and regional governments and consultants.

**Education**

Bachelor of Arts, Political Science, University of California , Davis  
Bachelor of Arts, Economics, University of California , Davis  
Post Graduate Work - Accounting and Business Administration

## **EXHIBIT B. DEBARMENT AND SUSPENSION CERTIFICATION**

## **EXHIBIT B**

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

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

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

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

The certification in this clause is a material representation of fact relied upon by RAPS, INC.. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to RAPS, INC., the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
**Name of Firm**

\_\_\_\_\_  
**Signature (original signature required)**

\_\_\_\_\_  
**Date**

## **EXHIBIT C. LEVINE ACT DISCLOSURE STATEMENT**

## EXHIBIT C

### LEVINE ACT DISCLOSURE STATEMENT

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

Current members of the RAPS Board of Directors are:

John Freeman  
Mary Ann Carbone  
Derek Timm  
Kristen Brown

Maura Twomey  
Tom Rowley  
Mark Tognzanni

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

☐ YES ☐ NO

If yes, please identify the Director(s): \_\_\_\_\_

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

☐ YES ☐ NO

If yes, please identify the Director(s): \_\_\_\_\_

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

the contract award process for this contract.

_____	_____
DATE	(SIGNATURE OF AUTHORIZED OFFICIAL)
	_____
	(TYPE OR WRITE APPROPRIATE NAME, TITLE)
	_____
	(TYPE OR WRITE NAME OF COMPANY)



## California Government Code Section 84308

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

contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

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

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

**Request for Taxpayer  
Identification Number and Certification**

... Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Association of Monterey Bay Area Governments**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)   .  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions)    **Joint Power Agreement - Local Government Agency**

5 Address (number, street, and apt. or suite no.) See instructions.

**24580 Silver Cloud Court**

6 City, state, and ZIP code

**Monterey, CA 93940-6536**

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)   3  

Exemption from FATCA reporting code (if any)   C  

(Applies to accounts maintained outside the U.S.)

**Taxpayer Identification Number (TIN)**

For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**ITIN** - [ ] - [ ] - [ ] - [ ] - [ ]  
Social security number

or  
**Employer identification number**

**9 4-1742840**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part I, later.

**Sign Here** Signature of U.S. person

Date

• Form 10gg.1NT (interest earned or paid)

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity **with** a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040N/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040N/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii)Q. Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Businessname/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code .

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 The United States or any of its agencies or instrumentalities
  - 3-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
  - 4-A foreign government or any of its political subdivisions, agencies, or instrumentalities
  - 5-A corporation
  - 6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
  - 7-A futures commission merchant registered with the Commodity Futures Trading Commission
  - 8-A real estate investment trust
  - 9-An entity registered at all times during the tax year under the Investment Company Act of 1940
  - 10-A common trust fund operated by a bank under section 584(a)
  - 11-A financial institution
  - 12-A middleman known in the investment community as a nominee or custodian
  - 13-A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A-An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B- The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payer changes your address in their records.

## Lines

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderFormsto](http://www.irs.gov/OrderFormsto) place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>4</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or OBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/compplaint](http://www.ftc.gov/compplaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct **TIN** to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# **REGIONAL ANALYSIS & PLANNING SERVICES, INC.**

A non-profit corporation chartered by the Association of Monterey Bay Area Governments

24580 Silver Cloud Court, Monterey, CA 93940  
P.O. Box 2453, Seaside, CA 93955-2453

(831) 883-3750  
FAX (831) 883-3755

## **MEMORANDUM**

**TO:** RAPS, Inc. Board of Directors

**FROM:** Maura F. Twomey, Chief Executive Officer

**RECOMMENDED BY:** Errol Osteraa, Director of Finance and Administration

**SUBJECT:** Financial Update Report

**MEETING DATE:** June 21, 2023

### **RECOMMENDATION:**

It is recommended that the Board of Directors receive the financial update report.

### **BACKGROUND / DISCUSSION:**

The enclosed financial reports are for the 2022-2023 Fiscal Year (FY) and contain the cumulative effect of operations through April 30, 2023. Amounts in the financial update report are unaudited.

Pajaro River Flood Management Agency had contracted with RAPS for \$22,594 for FY 2022-2023, all of which was earned in the current year. The contract has been converted to a blanket purchase order for FY 2022-2023 to provide Clerk of the Board and administrative services. RAPS had also contracted with the Transportation Agency of Monterey County (TAMC) to provide recruitment services for \$8,472, of which \$6,422 was earned in the previous fiscal year and the balance of \$2,050 was earned in FY 2022-2023. RAPS also contracted with Siskiyou County Transportation Commission (CTC) to provide an evaluation of the agency's processes; all services have been rendered and revenue earned in the amount of \$10,767.65. RAPS also contracted with Southern California Association of Governments (SCAG) for \$54,972 for Procurement Policies and Procedures technical assistance, of which we estimate \$27,368 will be earned in the current fiscal year and the balance of \$27,604 will be earned in FY 2023-2024. An agreement was made with the City of Soledad in the amount of \$7,010 to provide technical support for the City of Soledad's recruitments, all of which will be earned in FY 2023-2024.

### **FINANCIAL IMPACT:**

RAPS's Inc., Profit and Loss Statement for the period July 1, 2022, through April 30, 2023 reflects an excess of revenue over expense of \$4,036.91. The Balance Sheet as of April 30, 2023, reflects a cash balance of

\$23,496.33. In addition, the accounts receivable amount is \$20,859.00. Current liabilities total \$5,650.20. The ending fund balance for RAPS is \$38,705.13.

Revenues of \$66,399.65 are primarily for technical, financial and administrative services as follows:

- \$15,380.00 Technical Assistance (Sustainable Communities – PROP 39 / Title VI Program)
- \$15,901.00 Pajaro River Watershed Flood Prevention Authority (PRWFPA)
- \$22,301.00 Pajaro Regional Flood Management Agency (PFRMA)
- \$ 2,050.00 Transportation Agency for Monterey County (TAMC) Director of Finance Recruitment
- \$ 10,767.65 Siskiyou CTC Evaluation

Expenditures totaling \$62,362.74 include:

- \$12,762.87 Association of Monterey Bay Area Governments (AMBAG) staff costs for the administration of PRWFPA
- \$23,373.16 Association of Monterey Bay Area Governments (AMBAG) staff costs for the administration of PRFMA
- \$17,367.90 AMBAG staff costs for technical assistance
- \$ 6,876.87 Professional services
- \$ 953.00 General and liability insurance
- \$ 478.94 Travel
- \$ 550.00 Fiscal year 2021-2022 audit fieldwork/audited financial statements/tax return filing

RAPS, Inc. currently has a positive fund balance. It is anticipated that additional revenue from providing technical, administrative, and financial services will assist in increasing this balance.

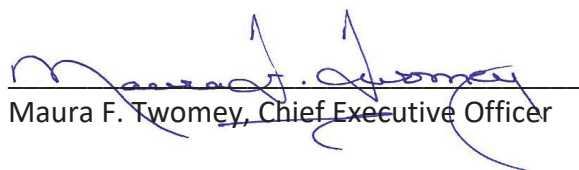
**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

1. Balance Sheet as of April 30, 2023
2. Profit and Loss Statement: July 2022 through April 30, 2023
3. Accounts Receivable Aging Detail as of April 30, 2023
4. Accounts Payable Aging Detail as of April 30, 2023
5. Check Register Detail: July 2022 through April 30, 2023

**APPROVED BY:**



Maura F. Twomey, Chief Executive Officer

**Regional Analysis and Planning Services**  
**Balance Sheet - Attachment 1**  
As of April 30, 2023

	<u>April 30, 2023</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Cash in Bank-Checking	23,496.33
<b>Total Checking/Savings</b>	<u>\$ 23,496.33</u>
<b>Accounts Receivable</b>	
Accounts Receivable	20,859.00
<b>Total Accounts Receivable</b>	<u>\$ 20,859.00</u>
<b>Total Current Assets</b>	\$ 44,355.33
<b>TOTAL ASSETS</b>	<u><u>\$ 44,355.33</u></u>
<b>LIABILITIES &amp; FUND BALANCES</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	5,650.20
<b>Total Accounts Payable</b>	<u>\$ 5,650.20</u>
<b>Total Current Liabilities</b>	\$ 5,650.20
<b>Total Liabilities</b>	<u>\$ 5,650.20</u>
<b>Fund Balances</b>	
Beginning Fund Balances	34,668.22
Net Change in Fund Balances	4,036.91
<b>Total Ending Fund Balances</b>	<u>\$ 38,705.13</u>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<u><u>\$ 44,355.33</u></u>

Regional Analysis and Planning Services  
Profit Loss Statement - Attachment 2

July 2022 through April 2023		July 2022 - April 2023
<b>Revenues</b>		
Technical Assistance (Sustainable Communities PROP 39 / Title VI Program)		15,380.00
Pajaro River Watershed Flood Prevention Authority (PRWFPA) Administration		15,901.00
Pajaro Regional Flood Management Agency (PRFMA)		22,301.00
Transportation Agency for Monterey County (TAMC) Director of Finance Recruitment		2,050.00
Siskiyou CTC Evaluation		10,767.65
<b>Total Revenues</b>		<b>\$ 66,399.65</b>
<b>Expenditures</b>		
Association of Monterey Bay Area Governments (AMBAG) Services		
Technical Assistance (Sustainable Communities PROP 39 / Title VI Program)		8,085.99
Pajaro River Watershed Flood Prevention Authority (PRWFPA) Administration		5,942.03
Pajaro Regional Flood Management Agency (PRFMA)		10,881.86
<b>Total Association of Monterey Bay Area Governments (AMBAG) Services</b>		<b>\$ 24,909.88</b>
<b>Professional Services</b>		
Transportation Agency for Monterey County (TAMC) Director of Finance Recruitment		1,812.25
Siskiyou CTC Evaluation		5,064.62
<b>Total Professional Services</b>		<b>\$ 6,876.87</b>
<b>Other Charges</b>		
Insurance		953.00
Administration Expenses		50.00
Audit Fees		500.00
Siskiyou CTC Evaluation		478.94
<b>Total Other Charges</b>		<b>\$ 1,981.94</b>
<b>Association of Monterey Bay Area Governments (AMBAG) Indirect</b>		
Administration		
Technical Assistance (Sustainable Communities PROP 39 / Title VI Program)		9,281.91
Pajaro River Watershed Flood Prevention Authority (PRWFPA) Administration		6,820.84
Pajaro Regional Flood Management Agency (PRFMA)		12,491.30
<b>Total Association of Monterey Bay Area Governments (AMBAG) Indirect</b>		<b>\$ 28,594.05</b>
<b>Total Expenditures</b>		<b>\$ 62,362.74</b>
<b>Net Change in Fund Balances</b>		<b>\$ 4,036.91</b>

Regional Analysis and Planning Services  
**A/R Aging Detail - Attachment 3**  
As of April 30, 2023

Date	Num	Name	Due Date	Open Balance
03/31/2023	1137	PRWFPA	04/30/2023	1,183.00 PAID
04/30/2023	1138	PRWFPA	05/30/2023	2,042.00 PAID
04/30/2023	1139	County of Santa Cruz:Pajaro Regional Flood Mgmt Agency - April Accrual	04/30/2023	85.50
01/31/2023	1130	PRWFPA	03/02/2023	816.00 PAID
01/31/2023	1131	County of Santa Cruz:Pajaro Regional Flood Mgmt Agency	01/31/2023	2,450.50 PAID
02/28/2023	1134	PRWFPA	03/30/2023	1,285.00 PAID
02/28/2023	1135	County of Santa Cruz:Pajaro Regional Flood Mgmt Agency	02/28/2023	1,587.50 PAID
03/31/2023	1136	County of Santa Cruz:Pajaro Regional Flood Mgmt Agency	03/31/2023	1,384.00 PAID
12/31/2022	1129	County of Santa Cruz:Pajaro Regional Flood Mgmt Agency	12/31/2022	2,955.50 PAID
10/31/2022	1127	PRWFPA	11/30/2022	4,808.00 PAID
11/30/2022	1128	PRWFPA	12/30/2022	2,262.00 PAID
<b>TOTAL</b>				<b>\$ 20,859.00</b>

**PAID** = Reflects payments received subsequent to April 30, 2023.

**Regional Analysis and Planning Services**  
**A/P Aging Detail - Attachment 4**  
**As of April 30, 2023**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Due Date</b>	<b>Open Balance</b>
03/31/2023	4325	AMBAG	04/30/2023	594.47
03/31/2023	4326	AMBAG	04/30/2023	941.21
03/31/2023	4327	AMBAG	04/30/2023	1,230.04
04/30/2023	4335	AMBAG	05/30/2023	729.11
04/30/2023	4336	AMBAG	05/30/2023	2,071.90
04/30/2023	4337	AMBAG	05/30/2023	83.47
<b>TOTAL</b>				<b>\$ 5,650.20</b>



Regional Analysis and Planning Services  
**Check Register Detail - Attachment 5**  
 July 2022 - April 2023

Date	Number	Name	Memo	Amount
07/19/2022	1310	AMBAG	Staff Services	5,555.39
07/19/2022	1311	Eidam & Associates	TAMC Recruitment - Finance Director for period May 1, 2022 - June 30, 2022	3,870.32
08/11/2022	1312	Eidam & Associates	TAMC Recruitment - Finance Director for period July 1, 2022 - July 31, 2022	1,812.25
08/31/2022	1313	AMBAG	Staff Services	6,216.57
10/13/2022	1314	AMBAG	Staff Services	6,452.45
10/13/2022	1315	Non-Profits Ins. Alliance of CA	Ins.-Commercial Liability (begins 11/06/22)	953.00
10/27/2022	1316	Eidam & Associates	Siskiyou CTC Evaluation for period September 22, 2022 - October 7, 2022	1,406.06
11/10/2022	1317	Attorney General - State of CA	Annual Registration Renewal Fee Report (Form RRF-1) Filing Fee for FY 2021-2022	50.00
11/29/2022	1318	AMBAG	Staff Services	11,274.35
01/04/2023	1319	AMBAG	Staff Services	13,297.81
02/22/2023	1320	AMBAG	Staff Services	8,505.18
02/22/2023	1321	Eidam & Associates	Siskiyou CTC Evaluation for period October 24, 2022 - February 15, 2023	3,279.31
03/09/2023	1322	Eidam & Associates	Siskiyou CTC Evaluation for period October 24, 2022 - February 15, 2023	379.25
04/13/2023	1323	AMBAG	Staff Services	9,302.88
<b>TOTAL</b>				<b>\$ 72,354.82</b>

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# **REGIONAL ANALYSIS & PLANNING SERVICES, INC.**

A non-profit corporation chartered by the Association of Monterey Bay Area Governments

24580 Silver Cloud Court, Monterey, CA 93940  
P.O. Box 2453, Seaside, CA 93955-2453

(831) 883-3750  
FAX (831) 883-3755

## **MEMORANDUM**

**TO:** RAPS, Inc. Board of Directors

**FROM:** Maura F. Twomey, Chief Executive Officer

**RECOMMENDED BY:** Errol Osteraa, Director of Finance and Administration

**SUBJECT:** Draft FY 2023-2024 Budget

**MEETING DATE:** June 21, 2023

### **RECOMMENDATION:**

Staff recommends that the Regional Analysis and Planning Services, Inc. (RAPS) Board of Directors approve the Draft FY 2023-2024 Budget.

### **BACKGROUND/ DISCUSSION:**

Regional Analysis and Planning Services, Inc. (RAPS) is the 501 c 3 non-profit arm of the Association of Monterey Bay Area Governments (AMBAG). The Corporation was formed to provide technical assistance, administrative services, and forums/conferences on issues of regional significance. The Board assigned AMBAG staff the day-to-day functions of the organization and reimburses AMBAG for those services.

Pursuant to its by-laws, RAPS, Inc. is required to adopt a financial budget prior to June 30<sup>th</sup> each year. Throughout the year, the Board monitors the budget and approves amendments as needed. Enclosed for consideration and adoption is the Draft FY 2023-2024 Budget. Staff will incorporate any changes to the FY 2023-2024 budget as directed by the Board.

### **FINANCIAL IMPACT:**

The enclosed FY 2023-2024 RAPS, Inc. Draft Budget distinguishes administrative/technical/financial related activities in five distinct work elements (WE):

- WE 502 – RAPS, Inc. Administration - Includes expenses (staff and other) related to the operation of the non-profit, such as preparation of agendas, financials, and tax return information.
- WE 511 – Technical Assistance - Allows RAPS, Inc. to provide a resource for requested technical assistance, social, economic, demographic, and transportation data for Monterey, San Benito, and Santa Cruz Counties as well as other agencies.
- WE 530 – Pajaro River Watershed Flood Prevention Authority (PRWFPA) Administration – RAPS, Inc. provides contracted administrative, financial, and technical services to PRWFPA.
- WE 538 – Pajaro River Flood Management Agency (PRFMA) - RAPS, Inc. to provide technical support for agency initial administrative setup, FPPC administration, and board meeting management.
- WE 551 – Southern California Association of Governments (SCAG) – RAPS, Inc. to provide technical support for SCAG’s Procurement Policies and Procedures update.
- WE 553 City of Soledad - RAPS Inc. provides technical support for the City of Soledad’s City Engineer, Associate Civil Engineer and Accountant recruitments.

The RAPS, Inc. Draft FY 2023-2024 Budget incorporates these programs and other revenues and expenses in detail (**see attachment 1**). Information regarding projected revenues and expenditures is provided below.

**REVENUES:** RAPS, Inc. is projecting revenue of \$159,614.

Under its current structure, RAPS, Inc. does not have a dedicated source of funding. Therefore, RAPS, Inc. secures revenue sources primarily by providing technical/administrative/financial services.

A portion of the AMBAG membership dues provides funding for technical assistance to jurisdictions who request these services from RAPS, Inc. Jurisdictions are invoiced for technical assistance in excess of the amount allocated through membership’s dues, which provides revenue to RAPS, Inc. Non-member clients are also provided services for a fee. The Draft FY 2023-2024 Budget reflects \$159,614 in revenue for technical/administrative/financial services as follows:

- AMBAG staff anticipates that it will provide technical assistance to member and non-member agencies in the aggregate amount of \$50,000
- The PRWFPA Board of Directors reviews and renews its contract with RAPS, Inc. on an annual basis. The services contract was approved at the June 2, 2023 PRWFPA Board of Directors meeting for a not to exceed amount of \$45,000. Duties include but are not limited to Staff Working Group and Board of Director’s agenda preparation and meeting administration; accounting and audit services; and other administrative/technical tasks as assigned.
- Pajaro River Flood Management Agency (PRFMA) requests services to support agency initial administrative setup, FPPC administration, and board meeting management. Provides technical support for PRFMA. Total amount budgeted for FY 2023-24 of the blanket purchase order is estimated not to exceed \$30,000.
- Southern California Association of Governments (SCAG) requested services to support SCAG’s Procurement Policies and Procedures update for an amount estimated not to exceed \$27,604.

- City of Soledad requested services to support the City of Soledad's recruitment of a Civil Engineer, Associate Civil Engineer and Accountant. Provides technical support for City of Soledad's Civil Engineer, Associate Civil Engineer and Accountant recruitment. The total amount is estimated not to exceed \$7,010.

**EXPENDITURES:** The Board of Directors of RAPS, Inc. operates the non-profit arm on an outsourced basis, therefore AMBAG staff provides the day-to-day technical/administrative/financial services. RAPS, Inc. contracts for other professional services. This option reduces fixed costs (i.e., payroll, overhead, employee benefits, etc.) while ensuring the efficient operation of the organization. RAPS, Inc. is projecting expenditures of \$156,309.

Expenditures estimated for FY 2023-2024 include:

- AMBAG Staff Time - \$122,000
- Professional Services - \$32,339
- Other Expenses - \$1,970

The proposed budget for FY 2023-2024 has sufficient revenues to cover expenditures with a small excess of revenue over expenses of \$3,305 projected. The budget is consistent with the purpose of Regional Analysis and Planning Services, (RAPS) Inc., which is to serve local governments and other governmental entities by providing technical and educational services.

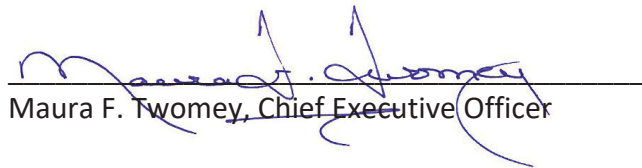
**ALTERNATIVES:**

N/A

**ATTACHMENT:**

1. Draft FY 2023-2024 Budget

**APPROVED BY:**



Maura F. Twomey, Chief Executive Officer

## Attachment 1

	FY 2022-2023 ADOPTED BUDGET	FY 2022-2023 ACTUAL	FY 2022-2023 BUDGET	FY 2023-2024 DRAFT BUDGET
REVENUES	06/23/22	04/30/23	TO ACTUAL DIFFERENCE	06/21/23
WE 511 Technical Assistance	\$ 50,000 \$	15,380 \$	(34,620) \$	50,000
WE 530 PRWFPFA Administration	\$ 45,000 \$	15,901 \$	(29,099) \$	45,000
WE 538 Pajaro River Flood Management Agency	\$ 20,000 \$	22,301 \$	2,301 \$	30,000
WE 555 TAMC - Finance Director Recruitment	\$ - \$	2,050 \$	2,050 \$	-
WE 556 Siskiyou CTC Evaluation	\$ - \$	10,768 \$	10,768 \$	-
WE 551 SCAG Procurement Services	\$ - \$	- \$	- \$	27,604
WE 553 City of Soledad Recruitment	\$ - \$	- \$	- \$	7,010
Total Revenues	\$ 117,500 \$	66,400 \$	(48,600) \$	159,614
EXPENDITURES				
WE 502 RAPS, Inc. Administration - AMIBAG Staff Time	\$ 2,000 \$	- \$	(2,000) \$	2,000
WE 511 Technical Assistance - Professional Services/AMIBAG Staff Time	\$ 50,000 \$	17,367.90 \$	(32,632) \$	50,000
WE 530 PRWFPFA Administration - AMIBAG Staff Time	\$ 40,000 \$	12,762.87 \$	(27,237) \$	40,000
WE 538 Pajaro River Flood Management Agency	\$ 16,000 \$	23,373.16 \$	7,373 \$	30,000
WE 555 TAMC - Finance Director Recruitment	\$ - \$	1,812.25 \$	1,812 \$	-
WE 556 Siskiyou CTC Evaluation	\$ - \$	5,543.56 \$	5,544 \$	-
WE 551 SCAG Procurement Services	\$ - \$	- \$	- \$	26,354
WE 553 City of Soledad Recruitment	\$ - \$	- \$	- \$	5,985
5800 Other Expenses *	\$ 1,870 \$	1,503.00 \$	(367) \$	1,970
Total Expenditures	\$ 111,870 \$	62,363 \$	(47,507) \$	156,309
Excess of (Revenues) over Expenditures	\$ 5,630 \$	4,037 \$	(1,593) \$	3,305
* Other Expenses May Consist of:				
Audit/Tax Return Filing				650
Insurance	\$ 650 \$	500 \$	(150) \$	1,000
Printing	\$ 900 \$	953 \$	53 \$	20
Travel	\$ 20 \$	- \$	(20) \$	100
Miscellaneous/Marketing/Postage	\$ 100 \$	- \$	(100) \$	200