



## **AMBAG Board of Directors Agenda**

**Association of Monterey Bay Area Governments**

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

**Phone: (831) 883-3750**

**Fax: (831) 883-3755**

**Email: [info@ambag.org](mailto:info@ambag.org)**

**Voting members must attend the physical meeting to count toward quorum.**

**DATE: October 11, 2023**

**Time: 6:00 PM**

**LOCATION: Monterey Bay Air Resources District , Board Room, 3rd Floor**

**24580 Silver Cloud Court**

**Monterey, CA 93940**

**Members of the public and non-voting members may use the following link to join the AMBAG Board of Directors meeting online:**

<https://us06web.zoom.us/j/81602402565?pwd=mDtKabBI5-mCLVtrpK2RyhAr8JFMyg.miGvoy9RW0Pv27DQ>

**Or Telephone: US: +1 669 900 6833**

**Webinar ID: 816 0240 2565**

**Passcode: 355113**

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 AMBAG Board of Directors on an item to be considered at this meeting are encouraged to submit comments in writing at [info@ambag.org](mailto:info@ambag.org) by Wednesday, October 10, 2023 at 5 PM. The subject line should read "Public Comment for the October 11, 2023 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](mailto:aflores@ambag.org) or at 831-883-3750 Ext. 300.

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

Manu Koenig: 5200 Soquel Ave, Santa Cruz, CA 95062  
Rick Perez: 453 7<sup>th</sup> Street, Hollister, CA 95023

831-234-3922  
831-524-2275

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **AB 2449 VOTE ON “JUST “ AND “EMERGENCY” CAUSE**  
**Recommended Action: APPROVE**
  - Maura Twomey, Executive DirectorReceive oral report.
4. **ROLL CALL**
5. **ORAL COMMUNICATIONS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA**  
**(A maximum of three minutes on any subject not on the agenda)**
6. **ORAL COMMUNICATIONS FROM THE BOARD ON ITEMS NOT ON THE AGENDA**
7. **COMMITTEE REPORTS**
  - A. **Executive/Finance Committee**  
**Recommended Action: INFORMATION**
    - President FreemanReceive oral report.
  - B. **Monterey Bay National Marine Sanctuary (MBNMS) Advisory Council (SAC) Meeting**  
**Recommended Action: DIRECT**
    - Director BrownAn emergency meeting of the SAC is scheduled on October 13, 2023. (Page 5)
8. **EXECUTIVE DIRECTOR’S REPORT**  
**Recommended Action: INFORMATION**
  - Maura Twomey, Executive DirectorReceive a report from Maura Twomey, Executive Director.
9. **CONSENT AGENDA**  
**Recommended Action: APPROVE**

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

**A. Draft Minutes of the September 13, 2023 AMBAG Board of Directors Meeting**

- Ana Flores, Clerk of the Board

Approve the draft minutes of the September 13, 2023 AMBAG Board of Directors meeting. (Page 7)

**B. AMBAG Regional Clearinghouse Monthly Newsletter**

- Amaury Berteaud, Sustainability Program Manager

Accept the clearinghouse monthly newsletter. (Page 13)

**C. AMBAG Sustainability Program Update**

- Amaury Berteaud, Sustainability Program Manager

Accept the AMBAG Sustainability Program update. (Page 21)

**D. Environmental Impact Report for the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy and Regional Transportation Plans Consultant Agreement**

- Heather Adamson, Director of Planning

Authorize the Executive Director to negotiate and execute an agreement with Rincon Consultants, Inc. for environmental services for the preparation of the Environmental Impact Report for the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy and Regional Transportation Plans in an amount no to exceed \$265,000. (Page 23)

**E. Financial Update Report**

- Errol Osteraa, Director of Finance & Administration

Accept the financial update report which provides an update on AMBAG's current financial position and accompanying financial statements. (Page 63)

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

**11. PLANNING**

**A. Draft 2026 Regional Growth Forecast**

**Recommended Action: INFORMATION**

- Heather Adamson, Director of Planning

AMBAG staff will provide an overview of the draft regional growth forecast. Board members are asked to discuss the draft forecast results and provide feedback. (Page 69)

**B. 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy Update**  
**Recommended Action: INFORMATION**

- Heather Adamson, Director of Planning

AMBAG staff will provide an update on the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy, including the draft vision and policy goals.  
(Page 77)

**12. CLOSED SESSION**

As permitted by Government Code Section 54956 et seq. of the State of California, the Board of Directors may adjourn to Closed Session to consider specific matters.

**A. EVALUATION OF PERFORMANCE**

Government Code Section 54957

1. Title: Executive Director

**13. RECONVENE FROM CLOSED SESSION**

**Recommended Action: REPORT**

- President Freeman

Receive a report from President Freeman.

**14. ADJOURNMENT**

**REFERENCE ITEMS:**

- A. 2023 Meeting Schedule (Page 81)
- B. Acronym Guide (Page 83)

**NEXT MEETING:**

**Date: November 8, 2023**

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

**Executive/Finance Committee Meeting: 5:00 PM**

**Board of Directors Meeting: 6:00 PM**

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

**Monterey Bay National Marine Sanctuary Advisory Council  
Emergency Meeting/Retreat Agenda**

**October 13, 2023  
Sanctuary Exploration Center  
35 Pacific Ave, Santa Cruz, CA 95060**

**\*\*\*All times are estimates\*\*\***

<b>8:30 AM</b>	<b>Coffee and Check-in</b> Technology check	
<b>9:00 AM</b>	<b>Call Emergency Meeting Order (Public meeting)</b> <ul style="list-style-type: none"> <li>• Welcome</li> <li>• Roll Call</li> </ul>	<i>Lisa Wooninck, MBNMS Pamela Neeb Wade, Chair Sarah Lopez, Secretary</i>
<b>9:15 AM</b>	<b>Information Item: Chumash Heritage National Marine Sanctuary Draft Designation Documents</b> A presentation on the draft proposed rule and agency's preferred alternative boundary for the proposed Chumash Heritage National Marine Sanctuary	<i>Paul Michel, West Coast Regional Policy Coordinator</i>
<b>10:00 AM</b>	<b>Action Item: Letter of Support for CHNMS Draft Management Plan</b> Discuss draft letter of support and proposed edits for CHNMS proposed designation, followed by a vote to send the letter as public comment	<i>Pamela Neeb Wade, Chair</i>
<b>11:00 AM</b>	<b>Adjourn Emergency Meeting BREAK (15 min)</b>	
<b>11:15 AM</b>	<b>Internal Retreat: Engaging Indigenous Communities</b> Panel discussion of sanctuaries engagement with Indigenous Communities	<i>Panel discussion HIHW, OCNMS, CINMS, WCRO Members</i>
<b>12:45 PM</b>	<b>Lunch (30 min)</b>	
<b>1:15 PM</b>	<b>2024 AC Work Plan Workshop</b> Presentation on MBNMS priorities followed by discussion and activity brainstorming 2024 Work Plan	<i>Lisa Wooninck, MBNMS</i>
<b>2:15 PM</b>	<b>Recognition Awards</b> Celebrating the tenure of long-term council members	<i>Lisa Wooninck, MBNMS</i>
<b>2:45 PM</b>	<b>Adjourn</b>	

**\*\*\*All times are estimates\*\*\***

- Public comment on agenda items will be heard prior to AC discussion/deliberation
- Materials corresponding to items on this agenda are available at <http://montereybay.noaa.gov/sac/sacma.html> or contact [Haven.Parker@noaa.gov](mailto:Haven.Parker@noaa.gov)

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

**September 13, 2023**

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**1. CALL TO ORDER**

The Board of Directors of the Association of Monterey Bay Area Governments, 1<sup>st</sup> Vice President, Mary Ann Carbone presiding, convened at 6:02 p.m. Wednesday, September 13, 2023 at the MBARD Board Room, 24580 Silver Cloud Court, Monterey, CA 93940.

**2. PLEDGE OF ALLEGIANCE**

**3. AB 2449 VOTE ON ‘EMERGENCY’ CAUSE**

Maura Twomey, Executive Director reported that Director Velazquez, City of Soledad requested to use the AB 2449 “Just” Cause in accordance with Government Code 54953.

Director Velazquez stated that a contagious illness prevents her from attending in person and no individuals over the age of 18 were in the room.

**4. ROLL CALL**

<b><u>AMBAG Board of Directors</u></b>			
<b>PRESENT:</b>			
<b>Agency</b>	<b>Representative</b>	<b>Agency</b>	<b>Representative</b>
Capitola	Kristen Brown	County of Monterey	Wendy Root Askew
Carmel	Karen Ferlito	County of Monterey	Glenn Church
Del Rey Oaks	John Uy	County of Santa Cruz	Felipe Hernandez
Gonzales	Scott Funk	County of Santa Cruz	Manu Koenig
Greenfield	Robert White		
Hollister	Rick Perez	<u>Ex-Officio Members:</u>	
King City	Carlos Victoria	Caltrans, District 5	Brandy Rider
Marina	Brian McCarthy	MBARD	Richard Stedman
Monterey	Alan Haffa		
Pacific Grove	Nick Smith		
Sand City	Mary Ann Carbone		
Scotts Valley	Derek Timm		
Seaside	Alex Miller		
Soledad	Anna Velazquez		
Watsonville	Eduardo Montesino		
<b>ABSENT:</b>			
Salinas	Steve McShane	<u>Ex-Officio Members:</u>	
San Juan Bautista	Derek Timm	3CE	Catherine Stedman
Santa Cruz	Sandy Brown	MPAD	Carl Miller
County of San Benito	Kollin Kosmicki	MST	Lisa Rheinheimer
County of San Benito	Dom Zanger	SBtCOG	Binu Abraham
		SCCRTC	Guy Preston
		SC Metro	Michael Tree
		TAMC	Todd Muck

**Others Present:** Beth Jarosz, Population Reference Bureau; Amaury Berteaud, Sustainability Program Manager; Heather Adamson, Director of Planning; Bhupendra Patel, Director of Modeling; Will Condon, Associate Planner; Regina Valentine, Senior Planner; and Maura Twomey, Executive Director.

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

None.

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

None.

**7. COMMITTEE REPORTS**

**A. Executive/Finance Committee**

1<sup>st</sup> Vice President Carbone reported that the Executive/Finance Committee approved the consent agenda that included 1) Minutes of the August 9, 2023 meeting 2) list of warrants as of June 30, 2023; and 3) accounts receivable as of June 30, 2023. The Executive/Finance Committee also received a report on the financials from Maura Twomey, Executive Director.

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

Director Brown reported that she was unable to attend the August 18, 2023 SAC meeting but planned to attend the next SAC Meeting.

**8. EXECUTIVE DIRECTOR'S REPORT**

Maura Twomey, Executive Director, reported that AMBAG received a \$750,000 climate adaptation planning grant from the California Department of Transportation to create the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework. This Monterey Bay EV CAR Framework will be designed collaboratively with a coalition of stakeholders composed of local jurisdictions, partner agencies, non-profits, and community-based organizations. The framework will create the roadmap needed in the Monterey Bay Area to assess the climate vulnerability of existing EV charging infrastructure and implement strategies to ensure that the ongoing EV infrastructure buildout increases equity and resiliency in the face of climate change. Ms. Twomey also reported that the Government Finance Officers Association awarded AMBAG the Certificate of Achievement for Excellence in Financial Reporting for its annual comprehensive financial report for the fiscal year ended June 30, 2022.

**9. CONSENT AGENDA**

**A. Draft Minutes of the August 9, 2023 AMBAG Board of Directors Meeting**

The draft minutes of the August 9, 2023 AMBAG Board of Directors meeting were approved.

**B. AMBAG Regional Clearinghouse Monthly Newsletter**

The AMBAG Clearinghouse monthly newsletter was accepted.



**C. AMBAG Sustainability Program Update**

The Sustainability Program update was accepted.

**D. Draft Amendment No. 1 FY 2023-24 Monterey Bay Region Overall Work Program (OWP) and Budget**

The Draft Amendment No. 1 OWP and budget was approved.

**E. Environmental Legal Services Agreement**

The Board authorized the Executive Director to negotiate and execute an agreement with Sohagi Law Group, LLC for environmental legal services in an amount not to exceed \$75,000.

**F. Financial Update Report**

The financial update report was accepted.

Consent Items 9.D and 9.E were pulled for discussion.

**Motion made by Director Haffa seconded by Director Victoria to approve the consent agenda. The motion passed unanimously.**

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

**A. Rejection of Cari McCormick et al Class Action Lawsuit**

Resolution 2023-4 was approved.

**Motion made by Director Smith, seconded by Director Montesino to approve Resolution 2023-4. Motion passed unanimously.**

**B. Caltrans US 101 Business Plan**

The US 101 Business Plan was accepted.

**Motion made by Director Uy, seconded by Director Askew to accept the US 101 Business Plan. Motion passed unanimously.**

**11. PLANNING**

**A. 2026 Regional Growth Forecast Preferred Methodology**

Heather Adamson, Director of Planning and Beth Jarosz, Population Reference Bureau gave a report on the 2026 Regional Growth Forecast (RGF) preferred methodology. The Forecast for the tri-county area includes population, housing, and employment for the base year of 2020 through horizon year of 2050. It's the basis for planning growth in the MTP/SCS, transportation project level analysis, corridor studies, and economic analysis. Ms. Adamson stated that the Forecast is an expectation of growth, however, not the same as a general plan or RHNA. The three methodology options for consideration are 1) use employment-driven methodology similar to 2022, 2018, and 2014 RGF;

2) update population model to a cohort-component model; and 3) use DOF population forecast. Regardless of the chosen method, AMBAG will update data to 2020 and through 2022-2023 where possible. Many Planning Directors expressed support for Option 2 (Cohort Component Population Forecast Method). Option 2 aligns AMBAG with other regional agencies, provides the region with the most local input, and importance of linkages between population, jobs, and housing.

The timeline includes 1) select a method and produce a preliminary draft forecast in the Summer early Fall 2023; 2) complete a draft regional growth forecast in the Fall 2023; and 3) begin subregional allocation in early 2024.

**Motion made by Director Haffa, seconded by Director Miller to approve Option 2 (Cohort Component Population Method) as the methodology for developing the 2026 Regional Growth Forecast. Motion passed unanimously.**

## **12. ADJOURNMENT**

The Board of Directors meeting adjourned at 6:46 PM.

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John Freeman, President

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Maura F. Twomey, Executive Director

**DRAFT AMBAG BOARD OF DIRECTORS MEETING ATTENDANCE & VOTING RECORD**  
**BOARD MEETING DATE: September 13, 2023**

<b>Attendance (X= Present; AB= Absent)</b> <b>Voting (Y= Yes; N=No; A=Abstain)</b>						
<b>MEMBER</b>	<b>AMBAG REP</b>	<b>Attendance</b>	<b>Item 9</b>	<b>Item 10.A</b>	<b>Item 10.B</b>	<b>Item 11</b>
Capitola	Kristen Brown	Y	Y	Y	Y	Y
Carmel-by-the-Sea	Karen Ferlito	X	Y	Y	Y	Y
Del Rey Oaks	John Uy	X	Y	Y	Y	Y
Gonzales	Scott Funk	X	Y	Y	Y	Y
Greenfield	Robert White	X	Y	Y	Y	Y
Hollister	Rick Perez	X	Y	Y	Y	Y
King City	Carlos Victoria	X	Y	Y	Y	Y
Marina	Brian McCarthy	X	Y	Y	Y	Y
Monterey	Alan Haffa	X	Y	Y	Y	Y
Pacific Grove	Nick Smith	X	Y	Y	Y	Y
Salinas	Steve McShane	AB	n/a	n/a	n/a	n/a
San Juan Bautista	John Freeman	AB	n/a	n/a	n/a	n/a
Sand City	Mary Ann Carbone	X	Y	Y	Y	Y
Santa Cruz	Sandy Brown	AB	Y	Y	Y	Y
Scotts Valley	Derek Timm	X	Y	Y	Y	Y
Seaside	Alex Miller	X	Y	Y	Y	Y
Soledad	Anna Velazquez	X	Y	Y	Y	Y
Watsonville	Eduardo Montesino	X	Y	Y	Y	Y
County-Monterey	Wendy Root Askew	X	Y	Y	Y	Y
County-Monterey	Glenn Church	X	Y	Y	Y	Y
County-Santa Cruz	Manu Koenig	X	Y	Y	Y	Y
County-Santa Cruz	Felipe Hernandez	X	Y	Y	Y	Y
County-San Benito	Kollin Kosmicki	AB	n/a	n/a	n/a	n/a
County-San Benito	Dom Zanger	AB	n/a	n/a	n/a	n/a

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

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**MEMORANDUM**

**TO:** AMBAG Board of Directors

**FROM:** Maura F. Twomey, Executive Director

**RECOMMENDED BY:** Regina Valentine, Senior Planner

**SUBJECT:** AMBAG Regional Clearinghouse Monthly Newsletter

**MEETING DATE:** October 11, 2023

**RECOMMENDATION:**

It is recommended that the Board of Directors accept the September 2023 Clearinghouse monthly newsletter.

**BACKGROUND/DISCUSSION:**

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

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

**FINANCIAL IMPACT:**

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

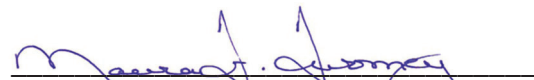
**COORDINATION:**

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

**ATTACHMENT:**

1. Monthly Newsletter - Clearinghouse items September 1 – September 30, 2023.

**APPROVED BY:**

  
Maura F. Twomey, Executive Director

## Attachment 1

### AMBAG REGIONAL CLEARINGHOUSE

The AMBAG Board of Directors will review these items on 10/11/2023

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

#### ENVIRONMENTAL DOCUMENTS

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20230902

#### Resource Conservation District of Monterey County (Master Permit for Environmental Streamlining)

Monterey County  
Mary Israel  
(831) 755-5183

Mitigated Negative Declaration (MND)

Master Permit for an Environmental Enhancement Streamlining Program to allow environmental enhancement projects, coordinated by Resource Conservation District of Monterey County (RCD-MC), allowing the implementation of small, environmentally beneficial projects, such as stream bank protection, gully stabilization, culvert repair/replacement, erosion control structures, exotic vegetation removal, fire breaks for restoration-focused prescribed burns, and fish stream habitat improvement projects on private parcels throughout the unincorporated area (except within the "original jurisdiction" of the California Coastal Commission – i.e., primarily areas below the mean high tide line). The Programmatic Permit constitutes County approval for the conduct of 13 specific types of conservation practices.

Project Location:

Monterey County  
Countywide

Parcel: Countywide

Public hearing information:

168 West Alisal St., 2nd Floor, Salinas CA 93901

11/7/2023 9:00 AM

Public review period ends **Wednesday, October 11, 2023**

City of Salinas  
Jonathan Moore  
(831) 775-4247

#### Notice of Preparation (NOP)

The City of Salinas is preparing a comprehensive update to its existing General Plan. The update is expected to be completed in 2024 and will guide the City's development and conservation through 2040. To guide the General Plan update, three different themes were recognized as pillars that would work together to achieve Salinas's vision. The three pillars: Built Environment, Environmental and Sustainability, and Socioeconomic Systems. As part of the proposed Visión Salinas 2040 General Plan, the City is proposing to amend to its sphere of influence to include four Economic Opportunity Area Target Areas identified in the City's current Economic Development Element. As part of the planning process for the proposed Visión Salinas 2040 General Plan, the City has prepared a land use map using place types intended to replace the City's current General Plan land use map.

The City of Salinas is also preparing a Climate Action Plan to reduce greenhouse gas emissions in ways that invest in equity while adapting to the climate change impacts already affecting us today.

#### Project Location:

Monterey County  
Salinas

Parcel: Citywide

#### Public hearing information:

312 E Alisal Street, Salinas CA, 93901

9/27/2023 6:00 PM

Public review period ends **Monday, October 2, 2023**



20230904

Salinas 101 LLC (The Sobel Company Inc)

Monterey County  
Fionna Jensen, Senior Planner  
(831) 796-6407

Mitigated Negative Declaration (MND)

Combined Development Permit consisting of 1) Standard Subdivision and Vesting Tentative Map to divide a 17.96 acre Light Commercial (LC) zoned parcel into ten LC zoned parcels; 2) a General Development Plan and Use Permit to allow a total of 94,660 square feet of mixed commercial space including four retail buildings, three quick serve restaurants, and a motel; 3) a Use Permit to allow construction of a sign; 4) a Variance to increase the allowable height of main structures to 45 feet; 5) a Variance to increase the allowable height of signs to 57 feet; and 6) Variance to increase the allowed sign dimensions to 768 square feet.

Project Location:

Monterey County  
Salinas

Parcel: 113091017000

Public hearing information:

Date/Time: To be determined, Location: Monterey County Board of Supervisors  
Chambers, 168 West Alisal Street 1st Floor, Salinas, California  
9/21/2023

Public review period ends **Monday, October 23, 2023**

20230903

**Finding of No Significant Impact and NOI to Request Release  
of Funds for The Bluffs at 44th**

California Housing Finance Agen  
Ashley Carroll, Loan Administr  
(310) 326-8810

Finding of No Significant Impact (FON)

On or about October 9, 2023 California Housing Finance Agency will submit a request to the U.S. Department of Housing and Urban Development (HUD) for the reservation of \$12,037,316 in funds from Housing Finance Agency Risk-sharing: Section 542 (c) program as authorized by the Housing and Community Development Act of 1992 (12 U.S.C. 1707) and Section 235 of HUD's FY 2001 Appropriation Act, Public Law 106-377, a program of the U.S. Department of Housing and Urban Development (HUD) to undertake a project known as The Bluffs at 44th for the purpose of providing affordable housing. The Program provides new insurance authority independent of the National Housing Act. Section 542(c) provides credit enhancement for mortgages of multifamily housing projects whose loans are underwritten, processed, serviced, and disposed of by California Housing Finance Agency (CalHFA). HUD and CalHFA share in the risk of the mortgage.

Project Location:

Santa Cruz County  
Capitola

Parcel: 034124018000

Public hearing information:

Written comments to Ashley Carroll, Loan Administrator, California Housing  
Finance Agency, via email to acarroll@calhfa.ca.gov  
10/7/2023

Public review period ends **Sunday, October 22, 2023**

## PUBLIC HEARINGS

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20230905

### Final Impact Report for John Smith Road Landfill Expansion

San Benito County  
Stan Ketchum  
(831) 634-5313

Final Document (Fin)

The proposed project includes a 388.05-acre expansion of the existing 95.16-acre JSRL. This expansion would increase the landfill's disposal capacity, expand the total waste footprint, increase the maximum permitted elevation of the final landfill, and increase the maximum permitted daily tonnage accepted at the JSRL.

#### Project Location:

San Benito County  
Hollister

Parcel: 025190073

#### Public hearing information:

San Benito County Board of Supervisors Chambers, 481 Fourth Street, Hollister CA  
95023 and Zoom Webinar ID 893 7644 9149 Password 344725  
10/11/2023 6:00 PM

Public review period ends **Wednesday, October 11, 2023**

Generated: 10/2/2023 1:37:44 PM By: Regina Valentine, Senior Planner

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

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**MEMORANDUM**

**TO:** AMBAG Board of Directors

**FROM:** Maura F. Twomey, Executive Director

**RECOMMENDED BY:** Amaury Berteaud, Sustainability Program Manager

**SUBJECT:** AMBAG Sustainability Program Update

**MEETING DATE:** October 11, 2023

**RECOMMENDATION:**

It is recommended the Board of Directors accept this report.

**BACKGROUND/ DISCUSSION:**

**AMBAG Sustainability Program Elements**

**Energy Efficiency Program Development**

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

In June 2021, RHTR partners executed a memorandum of understanding for the development of the RuralREN. RHTR partners submitted a motion for the creation of the RuralREN as well as the RuralREN 2023-2031 strategic business plan to the CPUC in March 2022. In June 2022, Commissioner Shiroma issued a ruling which determined that the RuralREN motion should be considered on the same timeline, and in the same proceeding as the 2024-2031 business plans from existing energy efficiency portfolio administrators. On June 29<sup>th</sup>, 2023, the CPUC issued Decision D.23.06.055 which included approval of RuralREN, and its business plan, with a 2024-2027 budget of \$84 million and an 2028-2031 preliminary budget of \$93 million. AMBAG is continuing to work with the RHTR partners to conduct ramp up activities for the RuralREN programs, which are slated to launch in early 2024.

### **Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study**

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

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

In the past month AMBAG staff worked with Ascent Environmental Inc. to identify carbon sequestration and climate adaptation measures.

#### **ALTERNATIVES:**

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

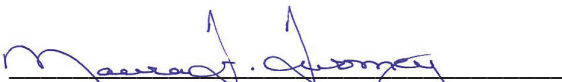
#### **FINANCIAL IMPACT:**

The budget is fully funded under a SALC planning grant, and SB1 Planning Funds. All funding is programmed in the FY 2023-24 Overall Work Program and Budget.

#### **COORDINATION:**

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

#### **APPROVED BY:**

  
Maura F. Twomey, Executive Director



**MEMORANDUM**

**TO:** AMBAG Board of Directors

**FROM:** Maura F. Twomey, Executive Director

**RECOMMENDED BY:** Heather Adamson, Director of Planning

**SUBJECT:** Environmental Impact Report for the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy and Regional Transportation Plans Consultant Agreement

**MEETING DATE:** October 11, 2023

**RECOMMENDATION:**

It is recommended that the Board authorize the Executive Director to negotiate and execute an agreement with Rincon Consultants, Inc. for environmental services for the preparation of the Environmental Impact Report for the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy and Regional Transportation Plans in an amount not to exceed \$265,000.

**BACKGROUND/DISCUSSION:**

AMBAG requires environmental consultant services to develop the Environmental Impact Report (EIR) for the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). This EIR will also serve as the EIR for the Regional Transportation Plans (RTPs) for Monterey, San Benito, and Santa Cruz counties.

Following the AMBAG procurement policies, staff issued a Request for Proposals (RFP) for the environmental consulting services in July 2023. The RFP was advertised in local newspapers, the RFP National Database, and online on the American Planning Association's and AMBAG's websites. Staff received one proposal. Staff reached out to consultants who did not propose and found that they were unlikely to submit a proposal if AMBAG were to re-release a new RFP. An evaluation committee consisting of representatives from AMBAG and each of the Regional Transportation Planning Agencies reviewed and scored the proposal. The evaluation committee ranked Rincon Consultants, Inc.'s proposal highly based on four criteria: 1) Proposed method to accomplish the work; 2) project experience; 3) staff qualifications; and 4) cost or best value and recommends award.

**ALTERNATIVES:**

AMBAG could choose not to hire consultant services to assist with the development of the EIR for the 2050 MTP/SCS and RTPs. Staff does not recommend this alternative.

**FINANCIAL IMPACT:**

The funding to conduct the work is budgeted in the FY 2023-24 Overall Work Program and Budget.

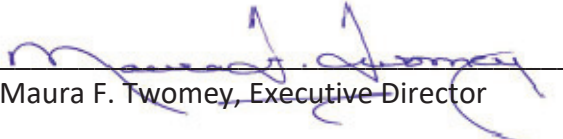
**COORDINATION:**

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

**ATTACHMENT:**

1. Draft Agreement between AMBAG and Rincon Consultants, Inc.

**APPROVED BY:**

  
Maura F. Twomey, Executive Director



**Attachment 1**  
**DRAFT**  
**AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of November 2023, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and **Rincon Consultants, Inc.**, hereinafter called "**CONTRACTOR**."

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for Monterey, Santa Cruz and San Benito Counties, AMBAG is charged with developing a Sustainable Communities Strategy (SCS) in the region's long range metropolitan transportation plan (MTP) per Senate Bill 375; and

WHEREAS, state and federal guidelines requires the preparation of an Environmental Impact Report of the MTP/SCS; and

WHEREAS, pursuant to its annual Overall Work Program (OWP), AMBAG will be engaged in many activities and projects that will require certain technical, professional or support services to complete the Environmental Impact Report; and

WHEREAS, the CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services for development of an Environmental Impact Report for the 2050 MTP/SCS and for each of the three counties Regional Transportation Planning Agencies' (RTPAs) Regional Transportation Plans; and

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF WORK.

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

2. TERM.

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

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

This Contract includes the following Exhibits:

**Exhibit A. Project Tasks/Services, Timeline and Budget**

**Exhibit B. Debarment and Suspension Certification**

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

**Exhibit D: Disadvantaged Business Enterprises (DBE) Information Form**

**Exhibit E: Certifications**

3. SCHEDULE OF PERFORMANCE.

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

4. CHANGE IN TERMS

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

5. COORDINATION/STAFFING

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

6. COMPENSATION

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal (Exhibit A). The specified hourly

rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this contract.

- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed contract. However, in no event shall said costs exceed the actual executed contract amount.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Contract. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title.
- E. CONTRACTOR shall not commence performance of work or services until this contract has been approved by AMBAG and written notification to proceed has been issued by AMBAG. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- F. In no event shall compensation including any and all costs as described in Exhibit A exceed TWO HUNDRED SIXTY-FIVE THOUSAND (\$265,000) without prior written consent of AMBAG.

It is mutually understood between the parties that funding for this contract is contingent on State Budget passage and federal and state funding as well as reimbursement from Caltrans.

## 7. INVOICING

- A. Invoices for services must be presented to AMBAG no later than the tenth day of each month for the month prior. CONTRACTOR shall submit an invoice to AMBAG stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. AMBAG shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Contract. Payment of the invoices will be made to CONTRACTOR after acceptance of work product and approval by AMBAG and upon reimbursement by the State of California. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the "Project Tasks/Services, Timeline, and

Budget,” Exhibit A. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.

- B. Prompt Payment to Subcontractor(s): A CONTRACTOR shall pay any Subcontractor(s) for satisfactorily completed work no later than ten (10) days of receipt of each payment from AMBAG. The ten (10) day period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with AMBAG’s prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor performance, and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractor.
- C. Invoicing Format and Content: All invoices submitted to AMBAG for payment shall be sent directly via email to the Project Manager and/or to:

**Association of Monterey Bay Area Governments**  
**ATTN: Accounts Payable**  
**P.O. 2453**  
**Seaside, CA 93955**

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

8. FUNDING REQUIREMENTS

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

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

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

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

9. CONTRACT COMPLETION RETAINER

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

10. SATISFACTORY PERFORMANCE

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

11. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration,

contingent upon or resulting from the award, or formation of this contract. For breach or violation of this warranty, AMBAG shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. OWNERSHIP, CONFIDENTIALITY AND USE OF WORK PRODUCTS

- A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents, which are developed, compiled, or produced as a result of this Contract, whether or not completed, shall vest with AMBAG. AMBAG reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the data.
- B. AMBAG shall receive copyright and ownership to all data and materials delivered under this contract upon formal acceptance, except for those data and materials that are subject to ownership or copyright of others prior to the execution of this contract. No distribution of the original or derived works shall be made prior to acceptance by AMBAG unless specified in the task order or authorized by the contracting officer. The contractor may maintain copyright and ownership of all original or derived works which are not required submittals under this contract.
- C. Methodology and materials developed under this Contract are the property of AMBAG and may be used by AMBAG as it sees fit, including the right to revise or publish the same without limitation. CONTRACTOR shall not be liable for use of such methodology, materials, software logic, and systems for purposes other than that for which it is developed.
- D. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by CONTRACTOR. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential.
- E. The CONTRACTOR shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of AMBAG Legal Counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. CONTRACTOR shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the CONTRACTOR treats its confidential information, but in no case less than reasonable care.
- F. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs,

and upgrade packages to existing equipment, procured in whole or part by funds provided under this Contract, are the property of AMBAG. AMBAG shall determine the disposition of all such property upon completion or termination of this Contract.

- G. AMBAG may utilize any Work Products or Related Work Materials provided by CONTRACTOR pursuant to this Contract, in any manner which AMBAG deems appropriate without additional compensation to CONTRACTOR.

13. TERMINATION

A. Termination of Convenience of AMBAG

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

B. Termination for Cause

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

14. DISPUTES

AMBAG and CONTRACTOR are fully committed to working with each other throughout the Term of this Agreement and agree to communicate regularly with each other at all times so as to avoid and minimize disputes. AMBAG and CONTRACTOR agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a question or controversy. AMBAG and CONTRACTOR each commit to resolving such dispute in an amicable, professional, and expeditious manner and agree to use the following procedure for resolving the dispute: (a) either party may give notice to the other of the dispute and will meet within three (3) business days to attempt to resolve the dispute; (b) a meeting or meetings shall be promptly between the representatives of the parties

regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; (c) if within thirty (30) calendar days after a dispute has arisen, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation; (d) the mediator shall be jointly selected by the parties, or failing agreement on the selection of a mediator within thirty (30) calendar days after the parties fail to negotiate an informal resolution of any dispute, the mediator shall be a retired judge or justice selected by the supervising judge of the Civil Division of the Monterey County California Superior Court. In any mediation conducted pursuant to this section, the provision of the California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation; and € if the parties are not successful in resolving the dispute through the mediation, then the parties agree that the dispute shall be submitted to binding arbitration to a single arbitrator in accordance with the existing Rules of Practice of Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) calendar days of the close of mediation as declared by the mediator.

15. AMENDMENT OF SCOPE OF WORK

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

16. CORRECTION OF WORK

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

17. DELAYS AND EXTENSIONS

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

18. RETENTION OF RECORDS/AUDITS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractor, and AMBAG shall maintain and make available for inspection all books, documents, papers,



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

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

19. SUBCONTRACTING

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

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

20. ASSIGNMENT

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

21. INDEMNIFICATION

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

22. STATEMENT OF COMPLIANCE

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

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

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

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

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

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

- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

23. FEDERAL CHANGES

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

24. ENERGY CONSERVATION

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

25. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. AMBAG and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this

contract and shall not be subject to any obligations or liabilities to AMBAG, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

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

27. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

28. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

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

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

Government financed in whole or in part with Federal assistance provided by FTA.

29. INSURANCE/NOTIFICATION

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

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

CONTRACTOR shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- B. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way

on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

- D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000/claim.
- E. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with AMBAG within fifteen (15) calendar days of execution of this Contract and prior to engaging any operation or activities set forth in this Contract. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) calendar days written notice to AMBAG prior to the effective date of such cancellation or change in coverage.
- F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.
- G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming AMBAG, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by AMBAG and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance AMBAG.
- H. Any and all insurance companies shall be licensed to do business and maintain an office within the state of California.

30. CONFLICT OF INTEREST

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

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

CONTRACTOR shall at all times avoid conflicts of interest, or the perceived conflicts of interest, in the performance of this contract. CONTRACTOR shall file statements



of financial interest on forms provided by AMBAG to the extent and at the times required by AMBAG's Conflict of Interest Code and applicable law.

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

31. STATEMENT OF ECONOMIC INTEREST

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

32. MERGER

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

33. DEFAULT

If CONTRACTOR should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Contract, AMBAG may terminate this Contract by giving CONTRACTOR 10 business days written notice of such termination in the sole discretion of the Executive Director of AMBAG, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and beneficial to AMBAG and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the contract as the services satisfactorily rendered hereunder by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, however, that AMBAG may withhold payments not yet made to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due AMBAG from CONTRACTOR is determined.

34. NO WAIVER OF BREACH/TIME

The waiver by AMBAG of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or provision or any

subsequent breach of the same or any other term or promise contained in this Contract. Time is of the essence in carrying out the duties hereunder.

35. THIRD PARTY BENEFICIARIES

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

36. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

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

37. INDEPENDENT CONTRACTOR

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

38. TAXES

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

39. FEDERAL TAX FORMS

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

**Association of Monterey Bay Area Governments**  
**ATTN: Accounts Payable**  
**P.O. 2453**  
**Seaside, CA 93955**

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

40. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

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

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

By signing this CONTRACT, the CONTRACTOR certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be

paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant, the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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

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

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

#### 42. CERTIFICATIONS AND ASSURANCES

- A. CONTRACTOR shall adhere to the requirements contained in AMBAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of AMBAG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in AMBAG's OWP. Such requirements shall apply to CONTRACTOR to the same extent as AMBAG and may include, but are not limited to:
1. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
  2. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and

3. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- B. CONTRACTOR shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in AMBAG's OWP. Such assurances shall apply to CONTRACTOR to the same extent as AMBAG, and include but are not limited, the following areas:
  1. Standard Assurances
  2. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
  3. Drug Free Work Place Agreement
  4. Intergovernmental Review Assurance
  5. Nondiscrimination Assurance
  6. DBE Assurance
  7. Nondiscrimination on the Basis of Disability
  8. Certification and Assurances required by the U.S. Office of Management and Budget
- C. The CONTRACTOR shall require its Subcontractor(s) to comply with these Certifications, and agrees to furnish documentation to AMBAG to support this requirement that all of its contracts with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

43. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

44. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

45. FLOW-DOWN PROVISIONS

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

Section 4 (Coordination/Staffing); Section 6 (Invoicing); Section 8 (Contract Completion Retainer); Section 9 (Satisfactory Performance); Section 11 (Ownership, Confidentiality, and Use of Work Products); Section 12 (Termination); Section 13 (Disputes); Section 17 (Retention of Records/Audits); Section 20 (Indemnification); Section 21 (Statement of Compliance); Section 22 (Federal Changes); Section 23 (Energy Conservation); Section 24 (No Obligation by the Federal Government); Section 25 (Program Fraud and False or Fraudulent Statements and Related Acts); Section 26 (Debarment and Suspension Certification); Section 27 (Contracts Involving Federal Privacy Act Requirements); Section 28 (Insurance/Notification); Section 29 (Conflict of Interest); Section 36 (Independent Contractor); Section 39 (Compliance with Laws, Rules, and Regulations); Section 40 (Federal and State Lobbying Activities Certification (43 CFR Part 18)); Section 41 (Certifications and Assurances); and Section 42 (Cost Principles and Administrative Requirements); Section 43 (Disadvantaged Business Enterprise (DBE)).

46. INTERPRETATION

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

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

AMBAG:

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

**Name:** Maura F. Twomey

**Title:** Executive Director

Association of Monterey Bay Area Governments (AMBAG)

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

**Name:** John Freeman

**Title:** Board President

Association of Monterey Bay Area Governments (AMBAG)

CONSULTANT

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

**Name:** Richard Daulton

**Title:** Vice President

Rincon Consultants, Inc.

APPROVED TO AS TO FORM:

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

Don Freeman, AMBAG Legal Counsel

P.O. Box 805, Carmel CA 93921



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

**EXHIBIT B. DEBARMENT AND SUSPENSION  
CERTIFICATION**

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

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

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

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

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

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**Name of Firm**

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**Signature (original signature required)**

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**Date**

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



**EXHIBIT D. DISADVANTAGED BUSINESS  
ENTERPRISES (DBE) INFORMATION FORM**

## **EXHIBIT E. CERTIFICATIONS**



**CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT**

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

Current members of the AMBAG Board of Directors are attached.

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

YES                       NO

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

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

YES                       NO

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_

(TYPE OR WRITE NAME OF COMPANY)

**California Government Code Section 84308**

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
  - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
  - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
  - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
  - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
  - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for

use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

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

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

**AMBAG Board of Directors**

<b>Agency</b>	<b>Representative</b>	<b>Agency</b>	<b>Representative</b>
Capitola	Kristen Brown	Soledad	Anna Velazquez
Carmel-by-the-Sea	Karen Ferlito	Watsonville	Eduardo Montesino
Del Rey Oaks	John Uy	County of Monterey	Glenn Church
Gonzales	Scott Funk	County of Monterey	Mary Adams
Greenfield	Robert White	County of Santa Cruz	Manu Koenig
Hollister	Rick Perez	County of Santa Cruz	Felipe Hernandez
King City	Carlos Victoria	County of San Benito	Dom Zanger
Marina	Brian McCarthy	County of San Benito	Kollin Kosmicki
Monterey	Alan Hoffa		
Pacific Grove	Nick Smith	<b><u>Ex-Officio Members:</u></b>	
Salinas	Steve McShane	Caltrans District 5	
San Juan Bautista	John Freeman	3CE	
Sand City	Mary Ann Carbone	MBARD	
Santa Cruz	Sandy Brown	MPAD	
Scotts Valley	Derek Timm	MST	
Seaside	Alex Miller	SBtCOG	
		SCCRTC	
		SCMETRO	
		TAMC	

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

Approved by OMB  
0348-0046

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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



**MEMORANDUM**

**TO:** AMBAG Board of Directors

**FROM:** Maura F. Twomey, Executive Director

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

**SUBJECT:** Financial Update Report

**MEETING DATE:** October 11, 2023

**RECOMMENDATION:**

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

**BACKGROUND/ DISCUSSION:**

The enclosed financial reports are for the 2023-2024 Fiscal Year (FY) and are presented as a consent item. The attached reports contain the cumulative effect of operations through July 31, 2023, as well as a budget-to-actual comparison. Amounts in the Financial Update Report are unaudited.

**FINANCIAL IMPACT:**

The Balance Sheet for July 31, 2023, reflects a cash balance of \$3,623,604.37. The accounts receivable balance is \$860,044.24, while the current liabilities balance is \$1,227,321.53. AMBAG has sufficient current assets on hand to pay all known current obligations.

AMBAG's Balance Sheet as of July 31, 2023, reflects a positive Net Position in the amount of \$383,619.71. This is due to the Profit and Loss Statement reflecting an excess of revenue over expense of \$200,361.08. Changes in Net Position are to be expected throughout the fiscal year (FY), particularly at the beginning due to the collection of member dues which are received in July and the timing of various year-end adjustments required after our financial audit.

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The following table highlights key Budget to Actual financial data:

**Budget to Actual Financial Highlights**  
**For Period July 1, 2023 through July 31, 2023**

<b>Expenditures</b>	<b>Budget Through July 2023</b>	<b>Actual Through July 2023</b>	<b>Difference</b>
Salaries & Fringe Benefits	\$ 273,403.00	\$ 202,283.32	\$ 71,119.68
Professional Services	\$ 1,050,105.00	\$ 36,479.47	\$ 1,013,625.53
Lease/Rentals	\$ 6,875.00	\$ 6,603.40	\$ 271.60
Communications	\$ 2,317.00	\$ 1,554.30	\$ 762.70
Supplies	\$ 11,600.00	\$ 2,215.35	\$ 9,384.65
Printing	\$ 1,000.00	\$ -	\$ 1,000.00
Travel	\$ 6,133.00	\$ 443.29	\$ 5,689.71
Other Charges	\$ 31,850.00	\$ 30,911.55	\$ 938.45
<b>Total</b>	<b>\$ 1,383,282.00</b>	<b>\$ 280,490.68</b>	<b>\$ 1,102,792.32</b>
<b>Revenue</b>			
Federal/State/Local Revenue	\$ 1,392,805.00	\$ 480,851.76	\$ 911,953.24

Note: AMBAG is projecting a surplus, therefore budgeted revenues do not equal expenses.

**Revenues/Expenses (Budget to Actual Comparison):**

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

Professional Services are under budget primarily due to the timing of work on projects performed by contractors. Projects early in their implementation are Integrated Land Use Model and Development Monitoring Framework Tool, Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study, California Central Coast Sustainable Freight Study, and Complete Streets. This work is not performed in a linear fashion while the budget reflects linear programming. In addition, the Regional Early Action Planning Housing Program (REAP) provides \$7,931,311 in funding of which a large portion will pass through to partner agencies. This program is approximately 76% completed. The current budget includes a proportionate share of \$10,133,742 in funding for the REAP 2.0 program. It is in its early stages.

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



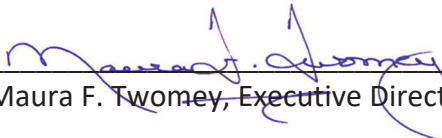
**COORDINATION:**

N/A

**ATTACHMENTS:**

1. Balance Sheet as of July 31, 2023
2. Profit and Loss: July 1, 2023 – July 31, 2023
3. Cash Activity for August 2023

**APPROVED BY:**



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Maura F. Twomey, Executive Director

AMBAG

Balance Sheet - Attachment 1

As of July 31, 2023

	July 31, 2023	July 31, 2023
<b>Assets</b>		
<b>Current Assets</b>		
Cash and Cash Equivalents		
Mechanics Bank - Special Reserve	608,549.81	1,056,739.83
Mechanics Bank - Checking	395,405.24	170,581.70
Mechanics Bank - REAP Checking	1,845,889.52	0.00
Mechanics Bank - REAP 2.0 Checking	769,476.33	1,227,321.53
Petty Cash	500.00	
LAIF Account	3,783.47	
<b>Total Cash and Cash Equivalents</b>	<b>3,623,604.37</b>	
Accounts Receivable		
Accounts Receivable	860,044.24	258,986.95
<b>Total Accounts Receivable</b>	<b>860,044.24</b>	1,888,153.69
Other Current Assets		
Due from PRWFPA/RAPS	180.31	1,899.96
Prepaid Items	45,944.59	1,753,289.48
<b>Total Other Current Assets</b>	<b>46,124.90</b>	3,902,330.08
<b>Total Current Assets</b>	<b>4,529,773.51</b>	5,129,651.61
<b>Long-Term Assets</b>		
Net OPEB Asset	96,473.00	
Deferred Outflows - Actuarial	533,833.49	
Deferred Outflows - PERS Contribution	272,963.59	
<b>Total Long-Term Assets</b>	<b>903,270.08</b>	
<b>Capital Assets</b>		
Capital Assets	319,089.93	183,258.63
Accumulated Depreciation	(238,862.20)	200,361.08
<b>Total Capital Assets</b>	<b>80,227.73</b>	383,619.71
<b>Total Assets</b>	<b>5,513,271.32</b>	5,513,271.32
<b>Liabilities &amp; Net Position</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
Accounts Payable		1,056,739.83
Employee Benefits		170,581.70
Mechanics Bank - Line of Credit		0.00
<b>Total Current Liabilities</b>		1,227,321.53
<b>Long-Term Liabilities</b>		
Deferred Inflows - Actuarial		258,986.95
Net Pension Liability (GASB 68)		1,888,153.69
OPEB Liability		1,899.96
Deferred Revenue		1,753,289.48
<b>Total Long-Term Liabilities</b>		3,902,330.08
<b>Total Liabilities</b>		5,129,651.61
<b>Net Position</b>		
Beginning Net Position		183,258.63
Net Income/(Loss)		200,361.08
<b>Total Ending Net Position</b>		383,619.71
<b>Total Liabilities &amp; Net Position</b>		5,513,271.32

**AMBAG**  
**Profit & Loss - Attachment 2**  
 July 2023

	July 2023
<b>Income</b>	
AMBAG Revenue	175,720.23
Cash Contributions	10,311.61
Grant Revenue	275,475.40
Non-Federal Local Match	19,344.52
<b>Total Income</b>	<b>480,851.76</b>
<b>Expense</b>	
Salaries	118,048.90
Fringe Benefits	84,234.42
Professional Services	36,479.47
Lease/Rentals	6,603.40
Communications	1,554.30
Supplies	2,215.35
Printing	0.00
Travel	443.29
Other Charges:	
Workshops/Training	975.00
SB1/MTIP/MTP/SCS/OWP/Public Participation Expenses	411.29
Recruiting	99.90
Dues & Subscriptions	3,991.67
Depreciation Expense	2,570.86
Maintenance/Utilities	333.20
Insurance	3,185.11
<b>Total Other Charges</b>	<b>11,567.03</b>
Non-Federal Local Match	19,344.52
<b>Total Expense</b>	<b>280,490.68</b>
<b>Net Income/(Loss)</b>	<b>200,361.08</b>





**MEMORANDUM**

**TO:** AMBAG Board of Directors

**FROM:** Heather Adamson, Director of Planning

**SUBJECT:** Draft 2026 Regional Growth Forecast

**MEETING DATE:** October 11, 2023

**RECOMMENDATION:**

AMBAG staff will provide an overview of the draft regional growth forecast. Board members are asked to discuss the draft forecast results and provide feedback.

**BACKGROUND/ DISCUSSION:**

Every four years, AMBAG updates its regional forecast for population, housing and employment to support the development of the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), Regional Travel Demand Model and other planning efforts.

The regional growth forecast projects the region's population, employment and housing numbers for the tri-county area of Monterey, San Benito, and Santa Cruz counties. The purpose of the regional growth forecast is to show likely changes in employment, population and housing in the region between 2020 and 2050, based on the most current information available. As growth patterns change over time, the forecast is updated on a regular basis to reflect the most current and accurate information available.

This forecast is used to inform regional and local planning projects such as the MTP/SCS, transportation projects, corridor studies, and economic activity analyses. Results from this forecast are used as inputs in the Regional Travel Demand Model to forecast travel patterns. AMBAG has hired Population Reference Bureau (PRB) to assist in the preparation of the Regional Growth Forecast.

The region has seen robust job and housing growth in recent years, despite population

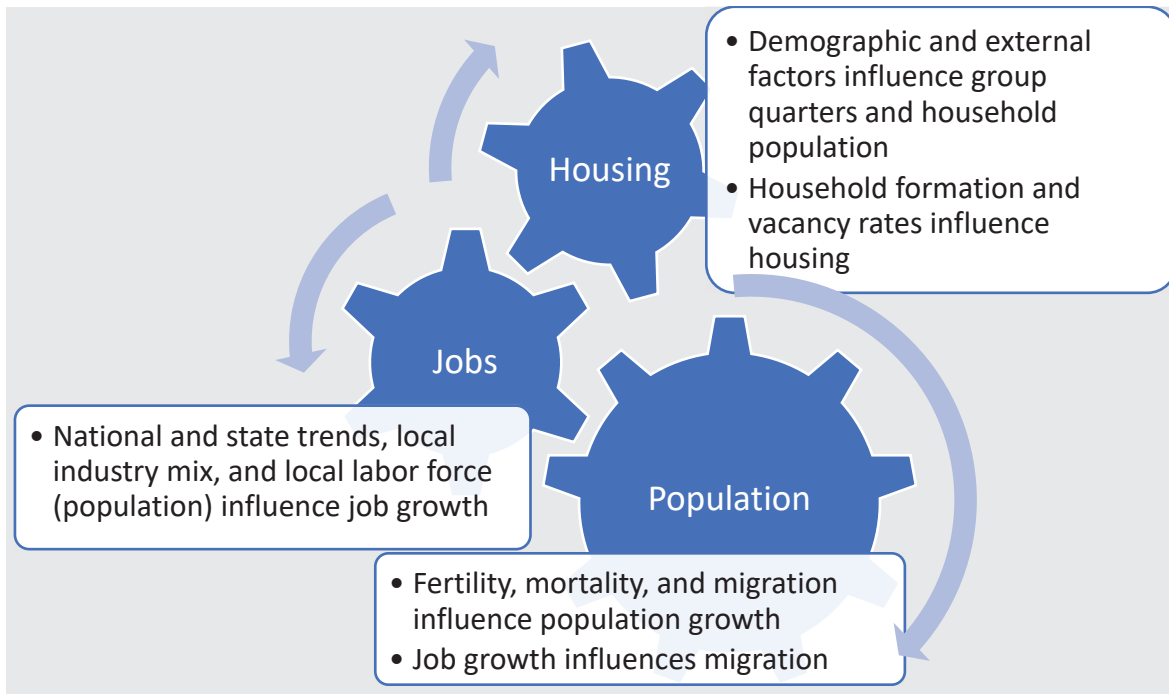
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decline. However, rapid job growth and shrinking population trends are not expected to continue long-term. In the 2026 Draft Regional Growth Forecast, we expect slow growth for all three—population, jobs, and housing.

### ***Forecast Methodology***

Beginning in July 2023, PRB prepared three forecast methodologies options for AMBAG’s consideration. After receiving input from the Planning Directors Forum, on September 13, 2023 the AMBAG Board of Directors decided to move forward with Option 2: Cohort Component Population Growth for the 2026 Regional Growth Forecast.

The forecasting framework includes a cohort component model for the population forecast that uses birth, death, and migration information to predict future population. The modeling framework is illustrated in the figure below.



Employment: Employment growth by industry is driven by projected national and statewide trends for all industries in the region using a shift-share model with input from the population model through the working-age population forecast.

Population: Fertility, mortality, and migration trends influence population growth. Employment forecast influences migration levels.

Household Population and Households: Demographic factors (e.g., age, sex, race/ethnicity) and external factors (e.g., major group quarters facilities like colleges and universities, correctional facilities, etc.) influence the household population and household formation rates (i.e., the number of people per household).

Housing Units: Housing projections are driven by the household population projection, demographic characteristics of the household population (age, sex, race/ethnicity), household formation rates, and housing vacancy rates.

### ***Feedback on Forecast Assumptions***

On September 8, 2023, AMBAG and PRB convened a workgroup made up of Planning Directors from each county to review forecast assumptions. The group provided valuable input into expected trends in fertility, mortality, migration, housing, and job growth by sector.

Housing was at the forefront of the discussion. The consensus was that lack of affordable housing is the leading cause of out-migration in the region. In the long-term, attendees expect that state policies and an increase in housing supply will ease high prices, reduce overcrowding, and begin to curb the flow of domestic out migration. The workgroup also stressed the importance of incorporating disaggregated vacancy rates (owner, renter, and seasonal/vacation rates), especially among the coastal jurisdictions.

Regarding the job growth by sector, comments centered on the implications of the long-term development of ag tech and the work-from-home effect from the Bay Area.

The workgroup expressed no concerns with the birth and death rate trends presented by AMBAG and PRB. These assumptions also were discussed at the Planning Directors Forum (PDF) on September 25, 2023.

### ***Preliminary Draft Forecast Assumptions, Based on Historical Trends and Workgroup Feedback***

The preliminary draft forecast incorporates the following assumptions based on analysis of regional, state, and national trends:

- Birth rates:
  - Rates continue to decline for teens and those in their 20s.
  - Rates remain stable for those in their 30s.
  - Rates rise slightly for those in their 40s.
- Mortality rates:

- The infant mortality rate continues to decline at a rate similar to the decline in recent years.
- Rates remain stable for all other ages.
- Migration:
  - International migration returns to historic average levels.
  - Domestic migration outflows are reduced but not completely eliminated.
- Job growth
  - Most industries are projected using a shift-share, with historical trends informing which industries grow somewhat faster (or slower) than the state.
  - Selected population-serving industries (retail, self-employment, and some services) grow per capita, rather than based on state or national trends.
- Households
  - Growth is driven by household formation rates by age, sex, and race/ethnicity.
  - Household formation rates rise for age groups (ages 25-64) that have shown an increase in recent years.
- Housing
  - AMBAG received feedback from the Workgroup that vacancy should be forecasted separately for owner, renter, and seasonal/vacation homes. This request was incorporated into the draft.
  - Owner vacancy rates trend up from current low rates (below 1%) to 2%.
  - Renter vacancy rates trend up from current low rates (below 3%) to 5%.
  - Vacation rentals remain a constant share of the region's housing stock.

### ***Preliminary Results***

The preliminary regional growth forecast numbers for population and employment are shown in Table 1. An earlier draft was presented to the PDF at their meeting on September 25, 2023. The results presented below include updates to reflect feedback received at that meeting.



Table 1: AMBAG Regional Projections 2010-2050

	Census		Forecast			Change 2020-50	
	2010	2020	2030	2040	2050	Number	%
Pop	732,708	774,105	776,883	786,833	792,452	18,347	2.4%
Housing	260,256	270,341	292,154	306,136	310,912	41,479	15.4%
Jobs	351,735	374,530	415,260	421,268	427,233	52,703	14.1%

Source: Preliminary Regional Growth Forecast Draft Results

**Population projections** are substantially lower than the 2022 Regional Growth Forecast (2022 RGF), reflecting updated information from the 2020 Census and new estimates from the California Department of Finance (DOF) that show population loss in the region in recent years, steadily falling fertility rates, stagnant mortality rates, and an aging population.

For the years 2020-2045, the preliminary population projections are within 1.5% of the DOF forecast update that was released in July 2023. However, the new DOF projections begins to show population decline in the region. The preliminary draft shared with the PDF showed a similar pattern. However, members of the PDF noted that the first draft projections included *constant* population at the University of California, Santa Cruz and at California State University, Monterey Bay, which is unlikely given expansion plans at both universities. Once university plans are included, the region continues to grow slowly through 2050.

**Population aging** continues to be a substantial driver of change in the AMBAG region in this forecast. In this preliminary draft, the child population is projected to shrink by more than 18 percent, the population ages 18-64 is expected to grow by more than 6 percent, and the population ages 65 and older is projected to grow by more than 17 percent.

**Job projections** are also lower than in the 2022 RGF, reflecting updated data from the California Employment Development Department. Data through 2022 show that the region’s jobs have rebounded from the 2020 pandemic, but have not grown to levels predicted in the 2022 RGF.

Although job growth is lower than in the 2022 RGF, the rate of growth is quite a bit faster than the rate of population growth. While this may seem counterintuitive, it

reflects, in part, adults representing a growing share of the region's population.

Unlike population and jobs, **housing projections** are slightly higher than in the 2022 RGF, reflecting updated information from the 2020 Census, 2022 American Community Survey, and new estimates from DOF. These sources show housing growth and rising household formation rates in the region in recent years, even as population declined.

The region's aging population plays a key role in the housing projections. Household formation rates rise with age. As the region's population ages, more people are expected to live alone (or in small households), and the number of people per household is expected to fall. Because of the strong association between age and household formation, more housing would be needed to house an aging population, even if the population remained constant.

In addition, feedback from the Workgroup and PDF suggested that local and state policies are already at work to ease the existing housing shortage—and could be expected to continue to ease overcrowding.

Finally, the assumptions that are incorporated into the housing projection mean that the region meets the statutory requirement that the MTP/SCS accommodate the 6<sup>th</sup> Cycle Regional Housing Needs Determination. Given AMBAG's determination of 33,274 and San Benito COG's determination of 5,005 units, the AMBAG region MTP/SCS should include at least 38,279 additional housing units between 2020 and 2050 for a minimum of 308,620 units by 2050. The preliminary draft housing forecast exceeds that threshold.

### ***Timeline***

- Fall 2023 – Complete draft regional growth forecast
- Early 2024 – Begin subregional allocation

### ***Next Steps***

A revised draft of the regional forecast will be ready for review and discussion in November 2023. AMBAG will continue to work closely with local jurisdictions and gather information to ensure that the most current local data is incorporated into the forecast and to ensure consensus on the process.

### **ALTERNATIVES:**

N/A

**FINANCIAL IMPACT:**

Planning activities for the 2026 Regional Growth Forecast are funded with FHWA PL, FTA 5303 and SB 1 planning funds and are programmed in the FY 2023-24 Overall Work Program and Budget.

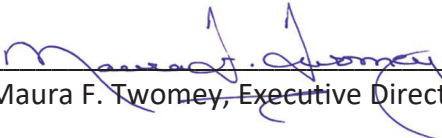
**COORDINATION:**

The 2026 Regional Growth Forecast is prepared in coordination and consultation with the 21 local jurisdictions and our transportation partner agencies.

**ATTACHMENT:**

None.

**APPROVED BY:**

  
\_\_\_\_\_  
Maura F. Twomey, Executive Director

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**MEMORANDUM**

**TO:** AMBAG Board of Directors

**FROM:** Maura F. Twomey, Executive Director

**RECOMMENDED BY:** Heather Adamson, Director of Planning

**SUBJECT:** 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy Update

**MEETING DATE:** October 11, 2023

**RECOMMENDATION:**

AMBAG staff will provide an update on the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy, including the draft vision and policy goals.

**BACKGROUND/ DISCUSSION:**

AMBAG adopted the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) in June 2022. Federal and state law requires that AMBAG prepare a long-range transportation plan every four years. In accordance with state and federal guidelines, the 2050 MTP/SCS is scheduled for adoption by the Board of Directors in June 2026. Staff developed the 2050 MTP/SCS Plan Work Program and Schedule which was approved by the AMBAG Board of Directors in April 2023. Initial 2050 MTP/SCS activities underway are highlighted below.

***2026 Regional Growth Forecast***

The process to update the Regional Growth Forecast has been initiated. Staff explored various forecast methodology options to use in the development of the Regional Growth Forecast. The AMBAG Board of Directors approved using the Cohort Component Population Method. This methodology implements a cohort component model for the population forecast that uses birth, death, and migration information to predict future population. The AMBAG Board of Directors will be asked to accept the regional numbers late 2023/early 2024.

Once the regional numbers have been accepted, the draft growth forecast will be disaggregated to the subregional and jurisdiction level. AMBAG staff will be scheduling meetings with all local jurisdictions, LAFCOs, and the two universities (UC Santa Cruz and CSU Monterey Bay) beginning in early 2024 to discuss and receive feedback on the subregional growth forecast. Draft subregional forecast numbers are scheduled to be available in spring 2024. The 2026 Regional Growth Forecast is scheduled to be accepted for planning purposes in October 2024.

### ***2050 MTP/SCS Draft Vision and Goals***

With each MTP/SCS update, AMBAG starts the planning process by establishing a framework of a vision and goals to guide the development of the Plan. This is a key first step, as it is the policy foundation for the MTP/SCS and identifies the “big picture” of what we aim to achieve. Ultimately, performance measures will be developed to measure how well the MTP/SCS meets the goals. The draft vision and goals for the 2050 MTP/SCS are shown below.

***Vision – An accessible and connected region for a safe, resilient, and equitable future.***

#### ***Goals***

***Mobility – Build and maintain a safe and robust transportation network.***

- Support investments that are well-maintained, coordinated, and resilient, while improving safety.
- Ensure safe, reliable, accessible, and affordable travel options while striving to enhance equitable mobility options in the region.

***Environment – Create a healthy region for all.***

- Develop communities that are resilient and sustainable.
- Integrate the region’s development pattern and transportation system to reduce greenhouse gas emissions.
- Develop a comprehensive climate resilient transportation network to mitigate vulnerabilities and enhance adaptation.
- Conserve and protect the region’s natural and agricultural resources.

***Communities – Develop, engage, connect, and sustain communities that are livable and thriving.***

- Reinforce vibrant, human-centered communities in urban, suburban, and rural settings to increase mobility options.

- Promote and preserve a diversity of housing types in supportive land uses to improve affordability, accessibility, and choices for all.
- Foster inclusive communities free from barriers that restrict access to opportunity, and actively seek to reduce racial and economic disparities.

*Economic – Support a sustainable, efficient, and productive regional economic environment that provides opportunities for all.*

- Advance a resilient and efficient goods movement system that supports the economic vitality of the region and quality of life for our communities.
- Improve regional multimodal transportation system infrastructure and efficiency to enhance the region’s economic competitiveness.
- Increase the accessibility and mobility of people and for freight.

*Equitable – Plan for people of all ages, abilities, and backgrounds.*

- Prioritize equitable and resilient solutions in the transportation system.
- Increase transportation opportunities for historically underrepresented and underserved communities.

### ***Transportation Project Database and Project List***

AMBAG is currently developing a new transportation project database to track all MTP/SCS projects. In 2024, AMBAG will soon begin work with the RTPAs, transit operators, Caltrans and local jurisdictions to update the transportation project list for the 2050 MTP/SCS. As part of this required “Call for Projects,” AMBAG will work closely with the RTPAs to make changes to the existing projects included in the 2045 MTP/SCS, such as changes to cost estimates and project phasing. Additionally, the RTPAs will be able to add new projects or identify those that have been completed. RTPA staff will work with local jurisdictions and other project sponsors to obtain updates to local projects to be entered into MTP/SCS database.

### ***Next Steps***

Staff will continue to develop the initial components of the 2050 MTP/SCS working with the Planning Directors Forum, Technical Advisory Committees, partner agencies and key stakeholders. The Board of Directors will be asked to approve the 2050 MTP/SCS vision and goals at its November 8, 2023 meeting.

### **ALTERNATIVES:**

N/A

**FINANCIAL IMPACT:**

The funding to conduct the work is budgeted in the FY 2023-24 Overall Work Program and Budget.

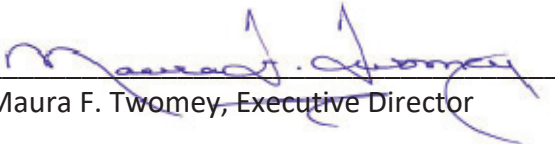
**COORDINATION:**

All MTP/SCS planning activities are coordinated with the MTP/SCS Executive Steering Committee and Staff Working Group which includes participation from Caltrans District 5, Monterey Salinas Transit, Santa Cruz Metropolitan Transit District, Santa Cruz County Regional Transportation Commission, San Benito County Council of Governments, and the Transportation Agency for Monterey County, as well as the Planning Directors Forum and the RTPAs Technical Advisory Committees which includes the local jurisdictions.

**ATTACHMENT:**

None.

**APPROVED BY:**

  
Maura F. Twomey, Executive Director





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.

**Voting members must attend the physical meeting to count toward quorum.  
Members of the public and non-voting members may use the Zoom link provided on the agenda to join the AMBAG Board of Directors meeting online.**

### **2023 AMBAG Calendar of Meetings**

**November 8, 2023**

**MBARD Board Room  
24580 Silver Cloud Court, Monterey, CA 93940  
Meeting Time: 6 pm**

**December 2023**

**No Meeting Scheduled**

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

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