



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

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

DATE: November 8, 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/84276963168?pwd=Qns5QgC2OncLE1U5JTK_gZ6S_smqmg.R0tjueCndyWKxkjq

Or Telephone: US: +1 669 900 6833

Webinar ID: 842 7696 3168

Passcode: 302781

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 by Wednesday, November 7, 2023 at 5 PM. The subject line should read "Public Comment for the November 8, 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 or at 831-883-3750 Ext. 300.

AMBAG Board Member(s) Meeting Remotely:

Dom Zanger	1187 Comstock Road, Hollister, CA 95023	831-821-3967
Manu Koenig:	5200 Soquel Avenue, Santa Cruz, CA 95062	831-234-3922
Kollin Kosmicki:	550 Cagney Road, San Juan Bautista, CA 95045	831-207-0077
Rick Perez:	453 7 th Street, Hollister, CA 95023	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 Director

Receive oral report.

4. ROLL CALL

5. APPOINTMENT OF NOMINATION COMMITTEE

Recommended Action: APPOINT

- President Freeman

President Freeman will appoint a Nominating Committee to propose a Slate of Officers for 2024.

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

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

8. COMMITTEE REPORTS

A. Executive/Finance Committee

Recommended Action: INFORMATION

- President Freeman

Receive oral report.

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

Recommended Action: DIRECT

- Director Funk

Receive a report from Director from Director Funk on the October 13, 2023 Emergency SAC meeting. The next meeting is scheduled on November 17, 2023. (Page)

9. EXECUTIVE DIRECTOR’S REPORT

Recommended Action: INFORMATION

- Maura Twomey, Executive Director

Receive a report from Maura Twomey, Executive Director.

10. 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 October 11, 2023 AMBAG Board of Directors Meeting

- Ana Flores, Clerk of the Board

Approve the draft minutes of the October 11, 2023 AMBAG Board of Directors meeting. (Page 7)

B. AMBAG Regional Clearinghouse Monthly Newsletter

- Regina Valentine, Senior Planner

Accept the clearinghouse monthly newsletter. (Page 13)

C. AMBAG Sustainability Program Update

- Amaury Berteaud, Sustainability Program Manager

Accept the AMBAG Sustainability Program update. (Page 21)

D. Draft 2024 Calendar of Meetings

- Ana Flores, Clerk of the Board

Approve the draft 2024 Calendar of Meetings. (Page 23)

E. Amendment No. 6 to the Employment Agreement between AMBAG and Maura F. Twomey

- President Freeman

Approve the Amendment No. 6 to the Employment Agreement between AMBAG and Maura F. Twomey. (Page 25)

F. 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy: Vision and Goals

- Heather Adamson, Director of Planning

Approve the vision and goals for the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy. (Page 29)

G. Cost Sharing Agreement: Audio Visual Design and Installation for the Monterey Bay Air Resource District Main Conference Room

- Diane Eidam, Retired Annuitant

Authorize the Executive Director to negotiate and execute a cost sharing agreement with the Monterey Bay Air Resources District to fund consultant

services for Audio Visual Design & Installation, Monterey Bay Area Resources District Main Conference Room for an amount not to exceed \$93,000. (Page 33)

H. Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework: Consultant Agreement

- Amaury Berteaud, Sustainability Program Manager

Authorize the Executive Director to negotiate and execute an agreement with Ecology Action for consultant services on the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework in an amount not to exceed \$358,728. (Page 41)

I. Financial Update Report

- Errol Osteraa, Director of Finance & Administration

Accept the financial update report which provides an update on AMBAG's current financial position and accompanying financial statements. (Page 93)

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

12. PLANNING

A. 2026 Regional Growth Forecast

Recommended Action: INFORMATION

- Heather Adamson, Director of Planning

AMBAG staff will present the revised draft regional growth forecast. Board members are asked to discuss the revised draft forecast results and provide feedback. (Page 99)

B. Final 2023 Public Participation Plan

Recommended Action: ADOPT

- Regina Valentine, Senior Planner

The AMBAG Board of Directors is asked to adopt the *Final 2023 Public Participation Plan*. (Page 107)

C. Regional Early Action Planning 2.0: Regional Competitive Grant Program Awards

Recommended Action: APPROVE

- Paul Hierling, Senior Planner

Approve the projects recommended for award for the Regional Early Action Planning Grants of 2021 (REAP 2.0) Regional Competitive Grant Program. (Page 111)

D. Carbon Reduction Program Overview
Recommended Action: INFORMATION

- Will Condon, Associate Planner

AMBAG staff will provide a presentation on the Carbon Reduction Program.
(Page 117)

E. AMBAG Complete Streets Policies
Recommended Action: INFORMATION

- Regina Valentine, Senior Planner

Staff will provide an overview of the upcoming development of the AMBAG Complete Streets Policies. Board members are asked to discuss and provide feedback. (Page 121)

13. ADJOURNMENT

REFERENCE ITEMS:

- A. Acronym Guide (Page 125)

NEXT MEETING:

Date: January 10, 2024

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

Executive/Finance Committee Meeting: 5:00 PM

Board of Directors Meeting: 6:00 PM

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

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

October 11, 2023

1. CALL TO ORDER

The Board of Directors of the Association of Monterey Bay Area Governments, President John Freeman presiding, convened at 6:01 p.m. Wednesday, October 11, 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 Church, County of Monterey and Director Kosmicki requested to use the AB 2449 “Just” Cause in accordance with Government Code 54953.

Director Church stated that he was involved in accident that left him with limited mobility prevents him from attending in person and no individuals over the age of 18 were in the room.

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

4. ROLL CALL

<u>AMBAG Board of Directors</u>			
PRESENT:			
Agency	Representative	Agency	Representative
Capitola	Kristen Brown	County of Monterey	Mary Adams (6:06)
Carmel	Karen Ferlito	County of Monterey	Glenn Church
Del Rey Oaks	John Uy	County of San Benito	Kollin Kosmicki
Gonzales	Scott Funk	County of San Benito	Dom Zanger
Greenfield	Robert White	County of Santa Cruz	Felipe Hernandez (6:11)
King City	Carlos Victoria	County of Santa Cruz	Manu Koenig
Marina	Brian McCarthy		
Monterey	Alan Haffa (6:11)	<u>Ex-Officio Members:</u>	
Salinas	Tony Barrera	Caltrans, District 5	Orchid Monroy-Ochoa
San Juan Bautista	John Freeman	MBARD	Richard Stedman
Santa Cruz	Scott Newsome	TAMC	Christina Watson
Scotts Valley	Jack Dilles		
Seaside	Alex Miller		
ABSENT:			
Hollister	Rick Perez	<u>Ex-Officio Members:</u>	
Pacific Grove	Nick Smith	3CE	Catherine Stedman
Sand City	Mary Ann Carbone	MPAD	Carl Miller
Soledad	Anna Velazquez	MST	Lisa Rheinheimer
Watsonville	Eduardo Montesino	SBtCOG	Binu Abraham
		SCCRTC	Guy Preston
		SC Metro	Michael Tree

Others Present: Beth Jarosz, Population Reference Bureau; Arlene Haffa; Justin Connor; Amaury Berteaud, Sustainability Program Manager; Heather Adamson, Director of Planning; Bhupendra Patel, Director of Modeling; Errol Osteraa, Director of Finance & Administration; Jessica Lu, Planner; Elizabeth Lippa, Administrative Assistant; Will Condon, Associate Planner; Regina Valentine, Senior Planner; Diane Eidam, Retired Annuitant; Gina Schmidt, GIS Coordinator; Paul Hierling, 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

President Freeman reported that the Executive/Finance Committee approved the consent agenda that included 1) Minutes of the September 13, 2023 meeting 2) list of warrants as of July 31, 2023; and 3) accounts receivable as of July 31, 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 the MBNMS is holding an emergency meeting on October 13, 2023. Director Funk, AMBAG alternate, will attend in her place.

8. EXECUTIVE DIRECTOR'S REPORT

Maura Twomey, Executive Director, introduced new staff Jessica Lu, Planner and Elizabeth Lippa, Administrative Assistant to the Board of Directors.

9. CONSENT AGENDA

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

The draft minutes of the September 13, 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. Environmental Impact Report for the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy and Regional Transportation Plans Consultant Agreement

The Board authorized 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.

E. Financial Update Report

The financial update report was accepted.

Motion made by Director Miller seconded by Director McCarthy to approve the consent agenda. The motion passed unanimously.

Director Haffa and Director Hernandez arrived.

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

None.

11. PLANNING

A. Draft 2026 Regional Growth Forecast

Heather Adamson, Director of Planning and Beth Jarosz, Population Reference Bureau gave a report on the 2026 Regional Growth Forecast (RGF). 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. Ms. Adamson reported that the Cohort Component Population Forecast Method uses 1) national and state trends, local industry mix, and local labor force (population) influence job growth; 2) fertility, mortality, and migration influence population growth; 3) job growth influences migration; 4) demographic and external factors influence group quarters and household population; and 5) household formation and vacancy rates influence housing growth. The Forecast Assumptions Workgroup reviewed and discussed 1) birth and death rates; 2) migration, especially in relation to housing; 3) overcrowding and/or housing size; and 4) industries that might grow and/or shrink. The first draft assumptions for population are 1) birth rates continue to fall for younger ages; 2) death rates are stable; and 3) domestic out-migration eases as housing supply grows. The first draft forecast assumptions for jobs are 1) some industries will continue to grow include agriculture-related jobs, healthcare, and social assistance; and 2) some industries that might shrink are retail and information. The first draft forecast assumptions for housing are 1) the aging population lead to smaller household sizes; 2) construction and policies begin to ease overcrowding; and 3) vacancy rates slowly return to normal. Ms. Adamson added that the draft regional growth forecast will be completed in the Fall 2023 and the subregional allocation will begin in early 2024.

B. 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy Update

Heather Adamson, Director of Planning gave a report on the 2050 MTP/SCS. The 2050 MTP/SCS is 1) a long range plan for transportation investments; 2) federal and state law requires that an MTP/SCS be prepared every four years; 3) must provide a 20+ year horizon planning period; 4) detailed work program and schedule be approved in April 2023; 5) its scheduled for adoption in June 2026; and 6) highlight a number of key components under development. Public participation and interagency coordination 1) developed vision and goals; 2) developed performance measures; 3) updated project list; 4) generated revenue projections; 5) created scenarios; 6) selected preferred scenario; and 7) created the draft plan. The 2026 Growth Forecast 1) develops the tri-county forecast for population growth, housing, and employment using the Cohort Component Population Method. This method implements a cohort component model for the population forecast that uses birth, death, and migration information to predict future population. The AMBAG Board will be asked to accept the tri-county regional numbers in the fall 2023 or early 2024. The Growth forecast is scheduled to be approved for planning purposes in the fall 2024. Ms. Adamson stated that the 2050 MTP/SCS vision is "an accessible and connected region for a safe, resilient, and equitable future." The 2050 MTP/SCS policy goals are 1) Mobility – build and maintain a safe and robust transportation network; 2) Environment – create a healthy region for all; 3) Communities – develop, engage, connect, and sustain communities that are livable and thriving; 4) Economic – support a sustainable, efficient, and productive regional economic environment that provides opportunities for all; and 5) Equitable – plan for people of all ages, abilities, and backgrounds. The MTP/SCS list includes 1) developing a new transportation project database; 2) In 2024, begin work with the RTPAs, transit operators, Caltrans, and local jurisdictions to update the project list; 3) "Call for Projects" will allow for changes to existing 2045 MTP/SCS projects, adding new projects or deleting those that have been completed; and 4) projects will be evaluated using MTP/SCS performance measures for inclusion in the Plan. Next steps include 1) continue to develop the 2026 regional growth forecast; 2) finalize the vision and policy goals; 3) update the MTP/SCS performance measures; and 4) continue to implement the 2050 MTP/SCS work plan components, including updating the project list, revenue forecasts, and scenario development.

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 - Title: Executive Director

13. RECONVENE FROM CLOSED SESSION

President Freeman stated that there was no reportable action taken.

14. ADJOURNMENT

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

John Freeman, President

Maura F. Twomey, Executive Director

DRAFT AMBAG BOARD OF DIRECTORS MEETING ATTENDANCE & VOTING RECORD
BOARD MEETING DATE: October 11, 2023

Attendance (X= Present; AB= Absent) Voting (Y= Yes; N=No; A=Abstain)			
MEMBER	AMBAG REP	Attendance	Item 9
Capitola	Kristen Brown	X	Y
Carmel-by-the-Sea	Karen Ferlito	X	Y
Del Rey Oaks	John Uy	X	Y
Gonzales	Scott Funk	X	Y
Greenfield	Robert White	X	Y
Hollister	Rick Perez	AB	N/A
King City	Carlos Victoria	X	Y
Marina	Brian McCarthy	X	Y
Monterey	Alan Haffa (6:11)	X	*
Pacific Grove	Nick Smith	AB	N/A
Salinas	Steve McShane	X	Y
San Juan Bautista	John Freeman	X	Y
Sand City	Mary Ann Carbone	AB	N/A
Santa Cruz	Sandy Brown	X	Y
Scotts Valley	Derek Timm	X	Y
Seaside	Alex Miller	X	Y
Soledad	Anna Velazquez	AB	N/A
Watsonville	Eduardo Montesino	AB	N/A
County-Monterey	Wendy Root Askew	X	Y
County-Monterey	Glenn Church	X	Y
County-Santa Cruz	Manu Koenig	X	Y
County-Santa Cruz	Felipe Hernandez (6:11)	X	*
County-San Benito	Kollin Kosmicki	X	Y
County-San Benito	Dom Zanger	X	Y

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



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Regina Valentine, Senior Planner

SUBJECT: AMBAG Regional Clearinghouse Monthly Newsletter

MEETING DATE: November 8, 2023

RECOMMENDATION:

It is recommended that the Board of Directors accept the October 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.

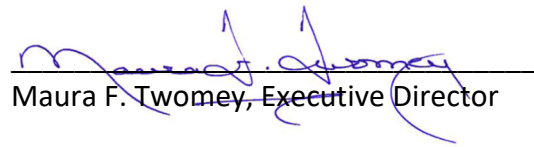
COORDINATION:

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 October 1 – October 31, 2023.

APPROVED BY:



Maura F. Twomey, Executive Director

Attachment 1

AMBAG REGIONAL CLEARINGHOUSE

The AMBAG Board of Directors will review these items on 11/08/2023

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

ENVIRONMENTAL DOCUMENTS

20231005

Marina Downtown Vitalization Specific Plan

City of Marina
Guido Persicone
(831) 884-1289

Notice of Preparation (NOP)

The intended purpose of the Specific Plan is to establish a direct connection between the City of Marina's General Plan and opportunities for vitalization and enhancement within Downtown Marina. The planning horizon for the Specific Plan is the 20-year period starting with the plan's adoption date. An overall goal is the orderly development of Downtown Marina in a method consistent with the City's General Plan and, more specifically, with the community's vision as developed through the community outreach process. Based on existing land use designations and underlying zoning requirements, described under General Plan land use designations above, potential buildout of the Specific Plan could include approximately an additional 1,385,000 square feet of new retail and office space and 2,904 new housing units. When added to existing development, the Plan area could include a total of up to approximately 2,390,000 square feet of commercial and retail space and up to 5,205 housing units. However, the pace of future development would largely be determined by market forces, and thus it is difficult to determine at what date buildout would occur.

Project Location:

Monterey County
Marina

Parcel: NA

Public hearing information:

211 Hillcrest Ave, Marina CA 93933

10/26/2023 6:30 PM

Public review period ends **Monday, November 20, 2023**

20231001

U-Haul U-Box Storage Facility

City of Monterey
Christy Sabdo
(831) 646-3758

Mitigated Negative Declaration (MND)

The proposed project consists of the demolition of an existing 6,250 square foot existing warehouse building, the construction of a new 20,708 square foot warehouse building to accommodate U-Haul U-Boxes, and other site improvements.

Project Location:

Monterey County

Monterey

Parcel: 013045035000

Public hearing information:

City of Monterey, Planning Office, Colton Hall, 1st Floor, 570 Pacific Street,
Monterey CA 93940

11/14/2023

Public review period ends **Monday, November 6, 2023**

20231006

Lagunita School Expansion

Lagunita Elementary School Dist
Daniel Stonebloom
(831) 449-2800

Mitigated Negative Declaration (MND)

The proposed project is an expansion of the existing Lagunita School, including a classroom building 'G' consisting of two classrooms, staff restroom, student restrooms, a janitor room, workroom, and vestibule totaling 3,445 square feet; a 3,980 square foot kindergarten play area; an accessible parking lot with a total of 13 new parking spaces and bicycle parking; an ingress and egress at the new parking lot; a paved walkway connecting the existing campus to the new classroom; and chain link fencing, landscape improvements, and stormwater retention basin.

Project Location:

Monterey County

Salinas

Parcel: 113212069

Public hearing information:

Date, Time, Location To Be Determined

Public review period ends **Wednesday, November 29, 2023**

County of Santa Cruz
Rob Tidmore
(831) 454-7947

Draft Environmental Impact Report* (DEIR)

The Project is an approximately 4.5-mile new multi-use bicycle and pedestrian trail proposed to extend along the RTC-owned railroad corridor from the eastern side of 17th Avenue at the western limits of the Project to the western side of State Park Drive at the eastern limits of the Project, extending through unincorporated Santa Cruz County and the City of Capitola.

Project Location:

Santa Cruz County
Unincorporated Aptos

Parcel: NA

Public hearing information:

Department of Community Development, Santa Cruz County Parks, 979 17th
Avenue, Santa Cruz, CA

11/16/2023 5:00 PM

Public review period ends **Friday, December 15, 2023**

County of Santa Cruz
Community Development
(831) 454-2580

Notice of Availability

The Housing Element is one of seven required elements of the General Plan, which guides land use planning and development activities in the unincorporated area of Santa Cruz County. Every eight years, the state requires local communities to update their Housing Element to ensure the supply of adequate housing to meet community needs. The existing Housing Element cycle is coming to a close and a new 2023 Housing Element is currently being drafted for the 2023 - 2031 planning period.

State law mandates that the Housing Element include a statement of the community's goals, objectives, policies, and programs to maintain, improve, and develop housing as well as an assessment of housing needs. The document must also show that an adequate number of sites are available to accommodate housing development for all income levels, focusing on the needs of low- and moderate-income households. Right now, Santa Cruz County is experiencing a housing crisis of both supply and affordability, and the State's Regional Housing Needs Allocation (RHNA) for the eight-year planning period requires that we plan for 4,634 additional housing units in the unincorporated county.

The Housing Element update also requires review of potential environmental impacts and a robust public participation process to ensure well-rounded and equitable community involvement. Upcoming Public Hearings to consider adoption of the Draft Housing Element include above as well as: Board of Supervisors Public Hearing and Adoption, Tuesday, November 14th - 9:00 a.m. Board Chambers, 5th Floor, 701 Ocean St., Santa Cruz. For information to be found at <https://www.sccoplanning.com/PlanningHome/Housing/2023HousingElement.aspx>.

Project Location:

Santa Cruz County
Unincorporated

Parcel: NA

Public hearing information:

Housing Advisory Commission Public Hearing, Board Chambers, 5th Floor, 701
Ocean St., Santa Cruz

11/1/2023 6:30 PM

Public review period ends **Tuesday, November 14, 2023**

County of Monterey
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: NA

Public hearing information:

Monterey County Board of Supervisors Chambers, 168 West Alisal, 2nd Floor,
Salinas, CA

12/6/2023 9:00 AM

Public review period ends **Thursday, November 9, 2023**

Generated: 11/1/2023 12:26:15 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: November 8, 2023

RECOMMENDATION:

It is recommended the Board of Directors accept the Sustainability Program 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, 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 RuralREN 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 present the preliminary carbon sequestration and climate adaptation strategies to stakeholders through a working group meeting, on October 31, 2023. In the next months, using the feedback from the working group staff will conduct focus group meetings to finalize the strategies.

ALTERNATIVES:

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

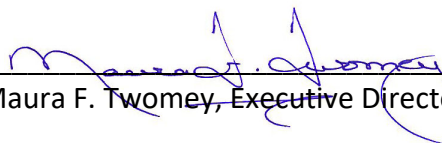
FINANCIAL IMPACT:

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 RuralREN partners, local jurisdictions, and local community stakeholders.

APPROVED BY:



Maura F. Twomey, Executive Director



2024 Draft AMBAG Calendar of Meetings

January 10, 2024	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm
February 14, 2024	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm
March 13, 2024	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm
April 10, 2024	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm
May 8, 2024	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm
June 12, 2024	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm
July 2024	No Meeting Scheduled
August 14, 2024	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm
September 11, 2024	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm

Planning Excellence!

October 9, 2024

MBARD Board Room

24580 Silver Cloud Court, Monterey, CA 93940

Meeting Time: 6 pm

November 13, 2024

MBARD Board Room

24580 Silver Cloud Court, Monterey, CA 93940

Meeting Time: 6 pm

December 2024

No Meeting Scheduled



MEMORANDUM

TO: AMBAG Board of Directors

FROM: John Freeman, President

SUBJECT: Amendment No. 6 to the Employment Agreement
between AMBAG and Maura F. Twomey

MEETING DATE: November 8, 2023

RECOMMENDATION:

1. Approve Amendment No. 6 to the Employment Agreement between AMBAG and Maura F. Twomey.
2. Approve a one time Employee Performance Retention Fund in the amount of \$3,500 to be distributed at the discretion of the Executive Director by December 31, 2023.

BACKGROUND/ DISCUSSION:

The AMBAG Executive/Finance Committee met with the Executive Director Maura Twomey and negotiated an Amendment to her Employment Agreement at the October 24, 2023 Meeting. Amendment No. 6 contains the following changes to the Employment Agreement:

- Increases the annual salary from \$202,135 to \$208,200 based on a 3% Cost of Living Adjustment.
- Adds two years to the agreement, extending the term to August 19, 2026.

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

- AMBAG will fund a one time Employee Performance Retention Fund in the amount of \$3,500 to be distributed at the discretion of the Executive Director by December 31, 2023.
- The Executive Director will present her 2024 Goals to the Board of Directors at the January 2024 AMBAG Meeting.

ATTACHMENT:

1. Amendment No. 6 to the Employment Agreement between AMBAG and Maura F. Twomey.

APPROVED BY:



John Freeman, President

Attachment 1
EMPLOYMENT AGREEMENT BETWEEN
THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS
AND MAURA F. TWOMEY

AMENDMENT NO. 6

This AMENDMENT NO. 6 (Amendment) to the EMPLOYMENT AGREEMENT (Agreement) dated November 8, 2017 is between the ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (AMBAG) and MAURA F. TWOMEY (TWOMEY) and is dated November 8, 2023.

In accordance with Section 6.2 of the Agreement, the AMBAG Board of Directors performed an evaluation of TWOMEY for the period of August 20, 2022 to August 19, 2023. Based on this evaluation, AMBAG and TWOMEY agree to the Amendment with the following revisions to the terms of the Agreement:

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

As full and total compensation for the performance of those Services set forth herein, AMBAG shall pay TWOMEY a salary of \$208,200/year, effective July 1, 2023, in equal semimonthly installments through the regular AMBAG payroll procedure.

B. Section 6.1 is amended to read:

Term. This agreement shall be for a period of nine (9) years commencing August 20, 2017 and ending August 19, 2026, unless terminated by either party in accordance with the provisions set forth in Article 6.3 of this Agreement, or until terminated by death or permanent disability of TWOMEY. If AMBAG terminates the employment of TWOMEY without cause under Article 2 of this Agreement TWOMEY is entitled to severance benefits equal to six (6) months of her then current salary. AMBAG shall also provide a payout equivalent to a period not to exceed six (6) months following such termination for the continuation of TWOMEY's health benefits, life insurance and long-term disability insurance. If this Agreement is terminated as a matter of law by the death of TWOMEY, the heirs of TWOMEY are not entitled to any future compensation or benefits that TWOMEY may have earned had the agreement not been terminated by death.

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

DATED: _____

MAURA F. TWOMEY

DATED: _____

AMBAG

BY: _____
John Freeman
AMBAG President

Approved as to form:

DATED: _____

AMBAG Counsel



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Heather Adamson, Director of Planning

SUBJECT: 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy: Vision and Goals

MEETING DATE: November 8, 2023

RECOMMENDATION:

Approve the vision and goals for the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy.

BACKGROUND/ DISCUSSION:

AMBAG adopted the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) in June 2023. 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 are underway.

2050 MTP/SCS 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. Feedback on the draft vision and goals were incorporated from the Technical Advisory Committees and Planning Directors meeting in September and October 2023. The draft vision and goals for the 2050 MTP/SCS were presented to the Board of Directors at its October 11, 2023 meeting. The updated vision and goals are included as Attachment 1.

Next Steps

Staff will continue to develop the components of the 2050 MTP/SCS working with the Planning Directors Forum, Technical Advisory Committees, partner agencies, and key stakeholders.

ALTERNATIVES:

The Board of Directors could choose not to approve the vision and goals for the 2050 MTP/SCS. Staff does not recommend this option as it could delay completely other components for the 2050 MTP/SCS.

FINANCIAL IMPACT:

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

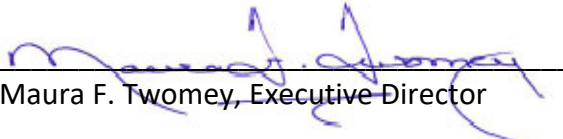
COORDINATION:

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:

1. 2050 MTP/SCS – Vision and Goals

APPROVED BY:


Maura F. Twomey, Executive Director

**Attachment 1
2050 MTP/SCS
VISION AND GOALS**

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

Goals

Mobility – Build and maintain a safe and robust multimodal 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 sustainable and 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.

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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Diane C. Eidam, Retired Annuitant

SUBJECT: Cost Sharing Agreement - Audio Visual Design and Installation for the Monterey Bay Air Resources District Main Conference Room

MEETING DATE: November 8, 2023

RECOMMENDATION:

Authorize the AMBAG Executive Director to enter into a Cost Sharing Agreement with the Monterey Bay Air Resources District.

BACKGROUND/ DISCUSSION:

The main conference room on the third floor at 24580 Silver Cloud Court, Monterey, CA is used jointly by two agencies: the Association of Monterey Bay Area Governments (AMBAG) is the Metropolitan Planning Organization (MPO) and The Monterey Bay Air Resources District (MBARD).

The geographic region contains 21 jurisdictions each of whom work closely with the two agencies and covers over 5,800 square miles. Driving times and distances for policy makers and jurisdictional staff for the myriad of meetings hosted by the two agencies can be up to one hour and 45 minutes, depending on congestion, to travel as much as 103 miles. Travel distances and times for one of AMBAG's most significant partners, Caltrans, is two and a half hours to travel 140 miles.

In an effort to reduce greenhouse gases, vehicle miles travelled, and unproductive travel time for staff and agency partners, MBARD and AMBAG has partnered to enhance the audio video capacity in the MBARD Main Conference room to accommodate live, virtual and hybrid meetings.

ALTERNATIVES:

The present audio visual configuration of the MBARD Main Conference Room does not provide consistent and reliable service to accommodate live, virtual and hybrid meetings for the agencies needs and does not accommodate a platform to ensure compliance with the Brown Act.

FINANCIAL IMPACT:

AMBAG will be responsible for one half of the cost of the design and installation of the project, \$102,300. Technical support and supplemental training will be shared equally between the two agencies.

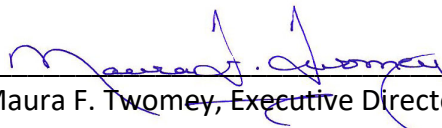
COORDINATION:

AMBAG staff has worked in conjunction with the MBARD Executive Director to produce a scope of work and execute a competitive process for the selection of an audio visual consultant to perform the services.

ATTACHMENTS:

1. Cost Sharing Agreement between AMBAG and MBARD.

APPROVED BY:



Maura F. Twomey, Executive Director

Attachment 1

AMBAG-MBARD

**Draft Cost sharing Agreement for the Audio/Visual Design
& Installation: Monterey Bay Area Air Resources District
Main Conference Room**

THIS AGREEMENT is both a project cost reimbursement and collaborative project agreement between the Association of Monterey Bay Area Governments hereinafter referred to as “AMBAG,” and the Monterey Bay Area Resources District, hereinafter referred to as “MBARD.”

WHEREAS, MBARD owns an office building located at 24580 Silver Cloud Court Monterey, CA 93940, and AMBAG leases certain office space therein from MBARD; and

WHEREAS, AMBAG and MBARD are each dependent upon the Monterey Bay Area Air Resources District Main Conference Room to conduct a variety of live, virtual, and hybrid board, committee and working group meetings; and

WHEREAS, it has been determined that significant improvements are required to upgrade the audio/visual capacity of the meeting room to more reliably accommodate live virtual and hybrid meetings; and

WHEREAS, AMBAG agrees to designate MBARD as the Lead Agency for purposes of contracting with a consultant; and

WHEREAS, the parties hereto desire to enter into a cost sharing agreement to provide the necessary funding.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree to the following:

1. Scope of Work

MBARD and AMBAG shall work collaboratively to produce a scope of work acceptable to both parties for the audio visual design and installation in the MBARD Main Conference Room,

The parties previously cooperated on a competitive process for the selection of an audio visual consultant to perform the services, which resulted in one consultant being identified. MBARD shall enter into an agreement with that consultant, upon terms mutually agreeable to both parties, and require the consultant to deliver the project.

2. Term

This Agreement is effective November 10, 2023 and shall end on November 09, 2024 or 30 days after the Lead Agency files the Projects Notice of Determination, whichever occurs last. The

period of performance may be extended by six months upon written agreement of all the parties.

3. Project Cost and Payments

The Project cost for consultant design installation services shall not exceed the amount of \$204,600 except as provided below. MBARD and AMBAG agree to pay the Project costs shown below, as follows:

<u>Agency</u>	<u>Cost</u>
MBARD	\$102,300
AMBAG	\$102,300
Total Project Cost	\$204,600

Cost associated with technical support and supplemental training for years one through five will be shared equally by MBARD and AMBAG.

AMBAG will provide overall project management. MBARD will receive project consultant invoices. AMBAG agrees to submit its cost share payment to MBARD upon approval of consultant invoices by MBARD.

All costs incurred under this Agreement shall based on actual cost and are subjected to audit. Substantiating documents (e.g. travel receipts, invoices, etc.) shall be retained by MBARD and MBARD shall keep an accurate accounting of all costs incurred in the performance of the Project for this Agreement, including providing summary reporting information to AMBAG. No additional amounts shall be required of AMBAG unless proposed increased costs are first approved by MBARD and AMBAG in writing.

4. Project Manager

AMBAG designates Mr. Errol Osteraa as the Audio Visual Design and Installation Project Manager who shall responsible for the professional conduct of the Project covered by this agreement and liaison between the Project consultant and MBARD. AMBAG shall promptly notify MBARD of any change in Visual Design and Installation Project Manager.

5. MBARD Representative

MBARD designates Mr. Richard Stedman as the MBARD Representative responsible for the participation in, response to, review and the oversight of the products of the Project, and for amendments to this Agreement. MBARD shall promptly inform AMBAG of any change to its Representative.

6. Scope of Work Revisions

Any significant changes in the performance of this Agreement as outlines in the Project Scope of Work incorporated herein shall be in writing and require mutual authorization by the Audio

Visual Design and Installation Project Manager and the MBARD Representative. The contracted audio/visual consultant shall be required to incorporate any applicable changes in the Project Scope of Work, and the parties shall share equally in any increase in costs associated with the changes.

7. Administrative Representative

MBARD designates Mr. Richard Stedman as the Administrative Representative who shall be responsible for the contractual and administrative aspects of this Agreement. Questions and correspondence of an administrative nature shall be directed to the Administrative Representative at MBARD, 24580 Silver Cloud Court, Monterey, CA 93940.

8. Allowability of Costs

There shall not be any deviation from the project budget without prior approval by AMBAG and MBARD. The allowability of costs shall be determined in accordance with OMB Circular 2 CFR Chapter I and II, Part 200 et al. as of December 2013. All requests for the budget amendments approval shall be in writing and mutually agreed to by AMBAG and MBARD boards. AMBAG shall carefully monitor costs and performance of the consultant, take such steps as necessary to ensure that the Project be completed on the time and on budget, and shall alert MBARD on the expedited basis of any questions or concerns in the costs or timely completion of the Project.

9. Termination

Either of the parties may terminate this Agreement at any time with or without cause, through a written Notice of Termination. Such Notice by one party will result in the termination of this Agreement among both parties. AMBAG shall reimburse MBARD for any expenses incurred by MBARD in furtherance of this agreement prior to receiving the Notice of Termination.

Should a party provide a written Notice of Termination after a contract has been executed with an audio/visual consultant as set forth above, the non-terminating party may elect to continue with the project, and the terminating party shall continue to be responsible for the costs associated with the project as set forth herein. If the non-terminating party does not elect to continue with the project, and the termination of the contract with the audio visual consultant results in costs or expenses of any type, the terminating party shall bear all such costs or expenses.

10. Indemnification and insurance

Each party shall defend, indemnify, and hold harmless the other party and their respective officers, employees, and agents, from and against any and all liability, lost, cost, expense, including reasonable attorney's fees, or claims, demands or, suits for injury or damages, in law or in equity, of every kind and nature whatsoever, arising out of or resulting from the performance of this Agreement, but only in proportion to and to the extent caused by or

resulting from the negligent acts or omissions or willful misconduct of the indemnifying party or its officers, employees, agents, or volunteers.

Any contract with an audio/visual consultant shall contain appropriate indemnification and hold harmless provisions for both parties, their officer, employees and agents. In addition, any such contract shall provide for appropriate insurance naming both parties as additional insureds, be primary, and non-contributory, and waive subrogation.

11. Disputes

In the event of a dispute arising out of the performance of this Agreement, the party alleging a dispute shall send a written Notice of Dispute to the other party. Within ten working days of receipt of such notice, the notified party shall respond and agree to a meeting for the purpose of discussing the dispute, the facts giving rise to the dispute, and a resolution of the dispute, if possible. If resolution of the dispute cannot be reached, the affected party may file appropriate litigation within the six months thereafter.

12. Project Records

Financial records, supporting documents and other records pertinent to this Agreement shall be retained by MBARD for a period of three (3) years from the date of submission, of the final expenditure report, except those records pertaining to audit, appeals, litigation, or settlement of claims arising out of performance of this Agreement shall be retained under such audits, appeals, litigation or claims have been disposed of.

MBARD, as lead agency shall require Project Consultant to make available all project records, pertinent to this Agreement, to AMBAG and MBARD at their respective principal places of business for a period of four (4) years from the termination date of this Agreement.

13. Nondiscrimination

To the extent provided by law and any applicable agency regulations, this Agreement and any program assisted thereby are subject to the policies against discrimination:

- Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794; and
- The provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat 327, as amended) and the U.S. DOT implementing regulation (49 CFR 27.37. and 38); and
- The implementing regulations issued pursuant thereto by California Department of Transportation, the Federal Highway Administration and the Federal Transit Administration; and
- Any assurance of compliance which AMBAG and TAMC have filed in accordance with any applicable agency regulations.

14. Severability

If any provision of this Agreement, or the application thereof to any person, place or, circumstance, shall be held by court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

15. General Provisions and Certifications

AMBAG and MBARD certify that it is in compliance with applicable federal and state laws and regulations.

16. Entire Agreement

This agreement constitutes the entire agreement and understanding between AMBAG and MBARD and supersedes any prior or contemporaneous agreement or understandings if any. Any changes or modifications shall be accomplished by a written amendment this Agreement executed by the duly authorized representative of each party.

17. Interpretation

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

18. Choice of Law and Venue

This Agreement shall be interpreted and applied according to the laws of California and shall be deemed to have been entered into in California as of the effective date set forth in Paragraph 2 above. Any action to enforce the terms of this Agreement or for breach thereof shall be brought and tried in the Count of Monterey.

IN WITNESS WHEREOF, the parties hereto have executed thus Agreement on the month day and year specified below.

Maura F. Tomney

Executive Director

Association of Monterey Bay Area Governments

Date

APPROVED AS TO FORM

Don Freeman, AMBAG Legal Counsel

Date

Richard Stedman
Executive Director
Monterey Bay Area Resources Board

Date

APPROVED AS TO FORM

Leslie J. Girard, MBARD Legal Counsel

Date



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Amaury Berteaud, Sustainability Program Manager

SUBJECT: Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework - Consultant Agreement

MEETING DATE: November 8, 2023

RECOMMENDATION:

It is recommended that the Board authorize the Executive Director to negotiate and execute an agreement with Ecology Action for consultant services on the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework in an amount not to exceed \$358,728.

BACKGROUND/DISCUSSION:

On August 31, 2023, the California Department of Transportation awarded AMBAG and Ecology Action a \$750,000 Sustainable Transportation Planning Grant (STPG) climate adaptation planning grant to fund the creation of a Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework.

Over the past 15 years AMBAG has worked closely with Ecology Action on a number of programs, ranging from a deep partnership as part of the AMBAG Energy Watch program to collaborating around education and outreach to promote sustainable transportation and electric vehicle adoption. Ecology Action was a key partner in this STPG grant application as a co-applicant, and will conduct key community engagement work as part of this project. More specifically, Ecology Action will take the lead on conducting a vulnerability and barriers community survey of underserved communities and supporting the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework advisory committee.

ALTERNATIVES:

This work is funded in the FY 2023/2024 Overall Work Program (OWP) and Budget. AMBAG could choose not to proceed with the development of the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework. Staff does not recommend this alternative as this project is grant funded.

FINANCIAL IMPACT:

The funding to conduct the work is budgeted in the FY 2023/2024 OWP and Budget.

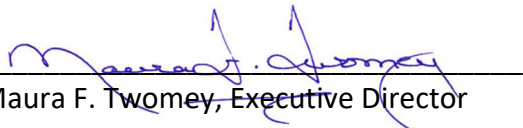
COORDINATION:

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

ATTACHMENT:

1. Ecology Action Draft Agreement for Services

APPROVED BY:


Maura F. Twomey, Executive Director

Attachment 1

DRAFT AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 10th day of November 2023, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and the **Ecology Action**, hereinafter called "**CONTRACTOR**."

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for Monterey, Santa Cruz and San Benito Counties, AMBAG partnered with the CONTRACTOR to submit a California Department of Transportation Sustainable Transportation Planning Climate Adaptation Planning Grant for the development of the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework.

WHEREAS, the California Department of Transportation awarded AMBAG and CONTRACTOR a Sustainable Transportation Planning Grant on August 31, 2023 for the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework,

WHEREAS, the CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide services for the development of the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework,

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.

CONTRACTOR 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 May 31st, 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 CONTRACTOR are to be completed according to the schedule set out in Exhibit "A," entitled " Project Tasks/Services, Timeline, and Budget" which is attached hereto and incorporated herein. CONTRACTOR will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "Project Tasks/Services, Timeline, and Budget."

4. CHANGE IN TERMS

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

5. COORDINATION/STAFFING

- A. CONTRACTOR shall assign **Amelia Conlen 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 \$352,728 without prior written consent of AMBAG.
- G. It is mutually understood between the parties that funding for this contract is contingent on State Budget passage and federal and state funding as well as reimbursement from Caltrans.

7. INVOICING

- A. Invoices for services must be presented to AMBAG no later than the fifteenth day of each month for the month prior. CONTRACTOR shall submit an invoice to AMBAG stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. AMBAG shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Contract. Payment of the invoices will be made to CONTRACTOR after acceptance of work product and approval by AMBAG and upon reimbursement by the State of California. 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 AMBAG's principal place of business 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 5 (Coordination/Staffing); Section 7 (Invoicing); Section 9 (Contract Completion Retainer); Section 10 (Satisfactory Performance); Section 12 (Ownership, Confidentiality, and Use of Work Products); Section 13 (Termination); Section 14 (Disputes); Section 18 (Retention of Records/Audits); Section 20 (Indemnification); Section 22 (Statement of Compliance); Section 23 (Federal Changes); Section 24 (Energy Conservation); Section 25 (No Obligation by the Federal Government); Section 26 (Program Fraud and False or Fraudulent Statements and Related Acts); Section 27 (Debarment and Suspension Certification); Section 28 (Contracts Involving Federal Privacy Act Requirements); Section 29 (Insurance/Notification); Section 30 (Conflict of Interest); Section 37 (Independent Contractor); Section 40 (Compliance with Laws, Rules, and Regulations); Section 41 (Federal and State Lobbying Activities Certification (43 CFR Part 18)); Section 42 (Certifications and Assurances); and Section 43 (Cost Principles and Administrative Requirements); Section 44 (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)

ECOLOGY ACTION

Signature: _____

Name: Jim Murphy

Title: Executive Director

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**

California Department of Transportation
Sustainable Transportation Planning Grant Program
COST AND SCHEDULE

Grant Category	Adaptation Planning Grant																													
Grant Fiscal Year	FY 2023-24																													
Project Title	Monterey Bay Electric Vehicle Climate Adaptation and Resiliency (Monterey Bay EV CAR) Framework																													
Organization (Legal name)	Association of Monterey Bay area Governments																													
Disclaimers	Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator																													
Reimbursements/ Invoicing	Does your agency plan to request reimbursement for indirect costs? Yes													If yes, what is the estimated indirect cost rate? 120.56%																
	Does your agency plan to use the Tapered Match approach for invoicing purposes? Yes																													
Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2023/24			FY 2024/25			FY 2025/26																		
01	Project Administration (no more than 5% of total grant funds)	\$33,500.00	\$695	\$0	\$34,195	J	A	S	O	N	D	J	A	S	O	N	D	J	A	S	O	N	D	J	A	S	O	N	D	J
02	Consultant Procurement	\$11,000.00	\$228	\$0	\$11,228																									
1	Vulnerability and Barriers Community Survey of Underserved Communities	\$300,000.00	\$7,435	\$60,000	\$367,435																									
2	Climate Vulnerability Assessment and Risk Analysis of Monterey Bay Electric Vehicle Charging Infrastructure	\$150,000.00	\$3,110	\$0	\$153,110																									
3	Traditional Public outreach	\$30,000.00	\$622	\$0	\$30,622																									
4	Monterey Bay EV CAR Advisory Committee	\$56,000.00	\$1,161	\$0	\$57,161																									
5	Co-Design Strategies for the Monterey Bay EV CAR Framework	\$135,000.00	\$3,204	\$20,000	\$158,204																									
6	Draft and Final Monterey Bay EV CAR Framework	\$30,000.00	\$622	\$0	\$30,622																									
7	Board Approval and Grant Closeout	\$4,500.00	\$94	\$0	\$4,594																									
Totals		\$750,000	\$17,171	\$80,000	\$847,171																									

SCOPE OF WORK

Project Information	
Grant Category	Climate Adaptation Planning
Grant Fiscal Year	FY 23-24
Project Title	Monterey Bay Electric Vehicle Climate Adaptation and Resiliency (Monterey Bay EV CAR) Framework
Organization (Legal name)	Association of Monterey Bay Area Governments

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

The State of California has established numerous ambitious targets to decarbonize the transportation sector, from Executive Order N-79-20 requiring that by 2035 all new light duty and light truck vehicles sold in California be Zero Emissions Vehicles (ZEVs), to ICT regulations requiring that by 2029 all transit agencies only purchase Zero Emission Buses (ZEBs). In order to achieve these goals, our transportation system is undergoing a fast-paced transition away from fossil fuel infrastructure and towards hydrogen and electric vehicle (EV) charging infrastructure. This process presents a new set of vulnerabilities, challenges, and opportunities, especially in the face of a changing climate.

AMBAG will work with a coalition of stakeholders composed of local jurisdictions, Regional Transportation Planning Agencies (RTPAs), transit agencies, special districts, and community-based organizations to create the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency (Monterey Bay EV CAR) Framework. This collaborative planning effort will create the roadmap we need in the Monterey Bay Area to assess current charging infrastructure vulnerability to climate change and implement strategies to ensure the build-out of EV charging infrastructure increases equity and resiliency in the face of climate change.

AMBAG staff will first work with partners to conduct a deep listening and outreach process with underserved communities to identify local vulnerabilities to climate change, grid instability, community priorities to increase mobility, barriers to EV adoption, and priorities for future infrastructure investment. The goal of this process will be to obtain the community's perspective on the barriers and solutions that can lead to building a network of EV charging stations that is both equitable and resilient to climate change.

Concurrently with this engagement process, AMBAG will hire a consultant that will focus on assessing the vulnerability of existing and planned EV charging infrastructure to grid instability

and climate change events. As highlighted by the recent winter storms, the Monterey Bay Area is vulnerable to a number of climate change risks such as sea level rise, extreme weather, and wildfires. Many of these events disrupt the electric grid, place deep risk on transportation infrastructure, and impact vulnerable communities the most. Because there is currently no coordinated effort to assess the vulnerability of EV charging infrastructure in the Monterey Bay Area, installed EV charging stations are currently exposed to unknown and yet potential catastrophic risk.

Once the vulnerabilities of EV charging infrastructure have been identified, staff will co-design a set of multi-benefit climate adaptation strategies with a broad cross section of partners, including representatives from vulnerable and underserved communities. The strategies will seek to both protect existing EV charging infrastructure and ensure that the ongoing build out of EV charging infrastructure leads to an equitable and resilient transition to a zero emissions transportation future for all. AMBAG will then publish the Monterey Bay EV CAR Framework and continue to build partnerships to implement the framework once the grant has concluded.

Project Stakeholders

Technical consultant services will be used for this project to complete technical analysis, information gathering, prepare graphics, and to assist with public and stakeholder outreach. Local community-based organizations will also be selected through a competitive bid process, to provide equity and outreach consulting services. AMBAG and Ecology Action are partners for the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework and will lead project administration and management, public process facilitation, and stakeholder engagement.

This project will engage the following stakeholders: Caltrans, RTPAs, local transit agencies, local jurisdictions, community-based organizations, members of the public, private employers, Multi-Family Housing (MFH) HOAs and management agencies, and additional private stakeholders, with a focus on meaningful engagement with underserved communities.

The Project team will utilize several opportunities for input and collaboration throughout the term of the project. The summary of project tasks below outlines how identified stakeholders have been engaged thus far, as well as how they will continue to be engaged. A key component of assessing climate vulnerability is to engage with stakeholders who are traditionally underserved since they are often more vulnerable to climate change. This project will have a specific focus on engaging with underserved communities through a number of innovative approaches highlighted in the task summaries below.

Overall Project Objectives

Safety - Safety is the number one priority for all partners involved in the study. This project will consider how innovative EV technologies and operational strategies can improve the safety of the transportation system as it relates to safely meeting transportation needs during climate change induced weather events, and electric grid disruption events.

Multimodalism - Both the State and regional transportation systems will benefit from the multimodal EV related strategies identified by this project. Innovative solutions such as EV ridesharing services or EV vanpooling pose some new climate vulnerability concerns but also resiliency opportunities to our transportation system. The framework will seek to identify the vulnerability and opportunities that exist in the region for these multimodal EV solutions.

Stewardship – This framework represents an important effort for AMBAG, in our commitment to being good stewards and managers of the transportation system in the region. As EV adoption increases, meeting infrastructure needs in ways that prioritize equity and increase resiliency is crucial to our region. By understanding the existing vulnerability of EV charging infrastructure and identifying equity consideration for vulnerable underserved communities, we can better prepare for the transition to an electrified transportation system. Identifying resiliency strategies, and their benefits to communities will allow us to make decisions that maximize equity.

Resiliency - The Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework is entirely focused on improving the resiliency of our transportation system. This includes identifying the vulnerability of existing and planned EV charging infrastructure to a range of climate change impacts including sea level rise, wildfire, heat, flooding, and mudslides. Because the adoption of EV technologies is still in an early stage, this framework will help the region and state develop strategies to ensure that the network of EV charging infrastructure, which will primarily be built over the next 10 years, is deeply resilient to climate change.

Equity - This framework will have a deep focus on equity because EV adoption and EV charging infrastructure in Monterey Bay is unfortunately not equitably distributed. This is largely a result of the rapid emergence of EV technologies, where early adoption has been prioritized, to achieve a minimum level of viability. As we are now transitioning to systemwide adoption of EV technologies it is critical to ensure that traditionally underserved populations, which are often most vulnerable to climate change, are able to achieve similar EV adoption rates, and similar rates of infrastructure investments in their communities. This is a critical component of this effort.

Partnership - This project is organized as a complementary project to a number of partnership projects that are already occurring in the region such as the Central Coast Zero Emissions Vehicle Strategy and the Monterey County Zero emissions shared mobility study as well as the City of Salinas and city of Watsonville Clean Mobility Options Community Transportation Needs Assessment. The project is supported by numerous local jurisdictions, regional transportation agencies, the local air district, the local community choice energy agency, and a number of nonprofits and community-based organizations.

Summary of Project Tasks

Task 01: Project Administration

AMBAG staff will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee. Disadvantaged Business Enterprises (DBE) regulations will be followed in invoices and procurement where appropriate.

Project Administration Kick-off Meeting

- AMBAG will hold a meeting with project partners, including Caltrans, to review the finalized work program, schedule, communication protocols, deliverables, monthly reporting, and tentative meeting dates. The group will define project responsibilities.

Monthly Reporting and Invoicing

- Submit complete monthly invoice packages to Caltrans detailing all work completed during the invoice period.
- Submit monthly reports to Caltrans providing a summary of project progress and grant/local match expenditures.

Task Deliverables
Kick-off agendas, meeting materials, and meeting notes
Monthly progress reports and invoices, DBE reporting (federal grants only)

Task 02: Consultant Procurement and Management

AMBAG and Ecology Action will procure consultants for assistance on the Monterey Bay Electric Vehicle Adaptation and Resiliency Framework, consistent with federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, AMBAG procurement standards, and the executed grant contract between Caltrans and the grantee.

Technical Consultant Procurement

- This task will involve the procurement process to hire a consultant to assist AMBAG (as the lead agency) through the completion of the study. It will also involve development of the Request for Proposals (RFP), including an internal review of the RFP.
- This task will involve coordination between AMBAG and co-applicants, including consultant evaluation, selection, and interview done in partnership.

Community-Based Organization (CBO) Equity and Outreach Consultant Procurement

- This task will involve the procurement process to hire CBO outreach and equity consultants to assist AMBAG and Ecology Action with the vulnerability and barriers community survey of underserved communities, and to participate in task 5. It will involve development of the Request for Proposals (RFP), including an internal review of the RFP.
- This task will involve coordination between AMBAG and co-applicants, including consultant evaluation, selection, and interview done in partnership.

Consultant Management

- AMBAG staff will manage the progress of the technical consultant, provide or request relevant materials as needed, and review and process the consultant's invoices.
- AMBAG staff will work with Ecology Action staff to manage the progress of the CBO equity and outreach consultants, provide or request relevant materials as needed, and review and process the consultant's invoices.
- AMBAG and partners will work with the technical consultant and CBO equity and outreach consultants to define a detailed project work plan. This will include any final adjustments to the scope of work and tasks. This may include considering the extent of data needs, literature review, as well as capabilities to provide alternatives development and technical analysis.

Task Deliverables
Request For Proposals, procurement procedures, proposal scoring material, consultant final contracts, and consultant kick-off meeting notes
Invoices, informational updates
Project Work Plan

Task 1: Vulnerability and Barriers Community Survey of Underserved Communities

Ecology Action will lead an innovative public outreach campaign, conducting a vulnerability and barriers community survey in the underserved communities of the Monterey Bay Area. Outreach will focus on engaging communities around, climate vulnerabilities, transportation needs, transition to electric vehicles, and long term EV infrastructure needs. This work will be completed in partnership with the selected CBO equity and outreach consultants, with an emphasis on identifying existing networks and trusted messengers in each community. Bilingual and bicultural staff will conduct outreach to these majority Spanish-speaking communities.

Develop Outreach Strategy

Ecology Action and the CBO equity and outreach consultant will develop a strategy to reach residents of underserved communities. Strategies will vary for communities throughout the Monterey Bay region and will be based on existing structures that are successfully engaging community members.

Develop Outreach Materials

Ecology Action will develop bilingual outreach materials to support the outreach strategy, with visuals to accommodate low-literacy individuals. Materials may include but not are limited to:

- Hard copy version of community survey
- Posters, fliers, and mailers to promote participation in survey and/or community stakeholder meetings
- Outreach toolkit which could include social media graphics, advertising graphics, and email templates

Vulnerability and Barriers Community Survey

Ecology Action, together with the CBO equity and outreach consultants, will plan and conduct bilingual outreach to learn about transportation barriers and needs especially with a focus on immediate electric vehicle adoption, as well as long term transition to electric vehicles. Possible outreach activities will be based on the outreach strategy and may include:

- Organize small group stakeholder meetings
- Work through existing organizations, groups, and networks to distribute survey link
- Work with community leaders, such as school district board members, and City Council members, to distribute survey link
- Attend existing events to collect survey responses, such as Farmer's Markets, school events, and food distribution events
- Door-to-door canvassing to collect survey responses

In addition to collecting initial survey responses, the outreach team will conduct additional outreach to update community members of key project milestones, utilizing existing meetings and outreach channels wherever possible.

Ecology Action staff with support from the CBO equity and outreach consultants will prepare a vulnerability and barriers community survey memorandum, to summarize all the findings of the different outreach initiatives, and recommendations to center equity and the needs of underserved communities as part of this project.

Task Deliverables
Summary of outreach strategy
Outreach materials
Log of outreach activities
Vulnerability and Barriers Community Survey memorandum

Task 2: Climate Vulnerability Assessment and Risk Analysis of Monterey Bay Electric Vehicle Charging Infrastructure

EV Charging infrastructure Existing Conditions and Future Needs Analysis

AMBAG staff and the technical consultant will review the latest AB 2127 Electric Vehicle Charging Infrastructure Assessment Report, Regional Transportation Plans, transit agency ZEB Rollout Plans, and existing Plans or Studies such as the Central Coast Zero Emissions Vehicle Strategy and the Central Coast Zero Emissions Medium and Heavy duty Vehicle blueprint, as well as other pertinent documents to assess existing conditions of current Level 2 and DCFC fast charging infrastructure network in the Monterey Bay Area, as well as planned improvements, and areas undergoing significant buildout of EV infrastructure.

Grid Disruption and Climate Risk Analysis

AMBAG staff and the technical consultant will first review the 4th and 5th California climate change assessments, the California Climate Adaptation Strategy, California Energy Commission Grid Reliability Assessments, Regional Transportation Plans, local climate adaptation plans, and any other pertinent Plans or Studies. The consultant will then assess grid disruption risks due to increased energy demand, climate change induced extreme weather events, and longer-term climate risks, as well as the short term and long term climate risks that transportation infrastructure in the Monterey bay Area is exposed to.

Vulnerability Assessment of Existing Charging Infrastructure

Drawing from data and information collected during the EV charging infrastructure existing conditions and future needs analysis as well as the grid disruption and climate risk analysis, AMBAG staff with support from the technical consultant will assess the vulnerability of each existing charging station in the Monterey Bay Area. The result of this analysis will be documented in a memorandum, highlighting the most frequent grid instability and climate change vulnerabilities EV Charging infrastructure in the Monterey Bay Area is exposed to, and a ranking of the most vulnerable infrastructure.

Risk Analysis of the Monterey Bay Area EV charging ecosystem

Taking into account the vulnerability of existing infrastructure, the results of the vulnerability and barriers community survey of underserved communities, and the EV charging infrastructure future needs analysis, AMBAG staff with support from the consultant will perform a risk analysis of the Monterey Bay Area EV charging infrastructure as a holistic system. Key potential failure points, equity issues, chain failure, and emergency scenarios will be considered in order to better understand how vulnerable the network as a whole is to grid disruption and climate induced disasters, and how adequate the current network is to meeting potential future charging needs during emergency conditions. The result of this risk analysis will be documented in a memorandum, highlighting the most significant risks to the Monterey Bay Area EV charging Infrastructure ecosystem.

Task Deliverables
Memorandum #1: Vulnerability assessment of existing EV charging infrastructure
Memorandum #2: Risk analysis of the Monterey Bay Area EV charging infrastructure ecosystem

Task 3: Traditional Public Outreach

The technical consultant and project partners will host public workshops and conduct community engagement activities to inform the creation of the framework.

Community engagement

- Facilitate public engagement with a diverse set of stakeholders including Caltrans, RTPAs, Counties, Cities, members of the public, major employers, etc.
- Conduct a variety of public information, marketing, and communications efforts for communicating the goals and initiatives of the Monterey Bay EV CAR Framework to wide audiences. May include:
 - Centralized website (AMBAG and Ecology Action website)
 - Web-based comment tool database
 - Newsletters and email list
- Conduct public workshops during the development and during the review phase of the draft framework.

Public Comments

- Collect and document public comments which are received regarding the Monterey Bay EV CAR Framework
- Develop presentation materials and staff report for the AMBAG board based on collected public comments.

Task Deliverables
Stakeholder list, public outreach materials and activities such as centralized website, web-based comment tool database, newsletters, etc., and meeting agendas
Public comment summary

Task 4: Monterey Bay EV CAR Advisory Committee

The overall direction of the framework will be informed by the Monterey Bay EV CAR Advisory Committee which will include representatives from regional transportation planning partners, local jurisdictions, utilities, non-profits, and CBOs. The Advisory Committee will meet over the period of the framework development approximately quarterly to guide the direction of the Monterey Bay EV CAR framework. Key discussions will include identifying the role of the Advisory Committee; developing an equitable process for underserved communities to provide input; advising on the challenges to EV adoption in underserved communities; and contributing to content development by providing information on ongoing EV adoption and EV infrastructure work. It is the intent that the Advisory Committee will continue to function after the completion of the framework.

- Form the Monterey Bay EV CAR Advisory Committee and empower stakeholders to influence the framework, its contents, and major recommendations.
- Ensure Committee member represent a range of interests, modes, and communities
- Committee roles
 - Participate in the development of Monterey Bay EV CAR Framework
 - Promote sharing of information between public/private sectors
 - Serve as forum for the discussion of new or ongoing EV climate vulnerability and equity concerns.

Task Deliverables
Agendas, meeting materials, and meeting notes
Materials related to Advisory Committee structure

Task 5: Co-design strategies for the Monterey Bay EV CAR Framework

Relying on guidance and vision from the Monterey Bay EV CAR Advisory Committee as well as both the vulnerability and barriers community survey of underserved communities and the climate vulnerability assessment and risk analysis of Monterey Bay electric vehicle charging infrastructure the technical consultant will work with AMBAG staff, Ecology Action staff, and CBO consultants to co-design strategies to be included in the Monterey Bay EV CAR framework. The Strategies will be specific and actionable, identifying the local land use regulations and authorizations that will need to be obtained in order to implement them. Relevant county, city, and coastal zone land use authorities will be consulted to ensure the strategies are actionable within existing regulatory frameworks.

Administrative Draft

- Considering the public process, stakeholder input, vulnerability and barriers community survey of underserved communities, the vulnerability assessment of existing EV charging infrastructure, and the risk analysis of the Monterey Bay EV charging infrastructure ecosystem the technical consultant will work with the outreach and equity consultant and the Advisory Committee to develop the administrative draft of strategies to address identified barriers and vulnerabilities.

Public Draft

- In coordination with AMBAG staff, the technical consultant will prepare the public draft of the strategies. Stakeholders, the outreach and equity consultant, and the Advisory Committee will then provide feedback on the public draft.

Final Strategies

The consultant will produce the final strategies incorporating all the updates from the draft framework and revised draft framework, in addition to input from the Advisory Committee.

Task Deliverables
Administrative Draft of the Monterey Bay EV CAR strategies
Public Draft with summary of comments
Final Monterey Bay EV CAR Strategies

Task 6: Draft and Final Monterey Bay EV CAR Framework

The consultant will prepare the draft and final Monterey Bay EV CAR Framework.

Administrative Draft

- Considering the public process, stakeholder input, and the vulnerability and barriers community survey of underserved communities, the consultant will begin to develop the first draft of the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency (Monterey Bay EV CAR) Framework. Ecology Action staff and the Monterey Bay EV CAR Advisory Committee will be given the opportunity to provide feedback on the administrative draft.

Public Draft

- In coordination with AMBAG staff, the technical consultant will prepare the revised draft of the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency (Monterey Bay EV CAR) Framework. Following completion of the revised draft study, stakeholders, Ecology Action staff, the outreach and equity consultants, members of the public, and the AMBAG board will be given the opportunity to provide feedback.
- The consultant will develop presentation materials and staff reports for the AMBAG board presentation.

Final Framework

The consultant will produce the final Monterey Bay EV CAR Framework, incorporating all the updates from the first draft framework and revised draft framework

Task Deliverables
Administrative Draft of the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework
Public Draft with summary of comments and presentation materials/staff report summary
Final Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework

Task 7: Board Approval and Grant Closeout

AMBAG staff and the consultant will present the framework to the Board of Directors to seek final adoption and direct staff to close out the grant.

Task Deliverables
Board agenda and reports, presentation materials, meeting minutes with board acceptance/approval, and closeout grant documents

Project Name: TR CTPG (AMBAG) 23-26

	2023/24 Grant Start - June 2024			2024/25 July 2024 - June 2025			2025/26 July 2025 - April 2026			Total Grant Hours	Total Grant Budget
	2023 Hours	2023 Rate	2023 Cost	2024 Hours	2024 Rate	2024 Cost	2025 Hours	2025 Rate	2025 Cost		
Task 02: Consultant Procurement											
Staff Time											
Amelia Conlen	28	\$101.21	\$2,833.74		\$112.06	\$0.00		\$119.91	\$0.00	28	\$2,833.74
Gino Garcia	20	\$83.99	\$1,679.80		\$88.64	\$0.00		\$94.84	\$0.00	20	\$1,679.80
Staff Time Billing			\$4,513.54			\$0.00			\$0.00	48	\$4,513.54
Consultants/Contractors											\$0.00
Mileage											\$0.00
Supplies											\$0.00
Other Expenses											\$0.00
Totals:			\$4,513.54			\$0.00			\$0.00		\$4,513.54
Task 1: Vulnerability and Barriers Assessment											
Staff Time											
Amelia Conlen	50	\$101.21	\$5,085.55	50	\$112.06	\$5,603.00		\$119.91	\$0.00	100	\$10,688.55
Gino Garcia	130	\$83.99	\$10,918.70	110	\$88.64	\$9,749.85		\$94.84	\$0.00	240	\$20,668.55
Planning Coordinator A	400	\$67.41	\$26,964.00	110	\$71.14	\$7,825.40		\$76.12	\$0.00	510	\$34,789.40
Sarah Seward	5	\$188.71	\$943.55	5	\$199.15	\$995.73		\$213.09	\$0.00	10	\$1,939.28
Tatiana Burdiak	40	\$172.20	\$6,888.00	20	\$181.73	\$3,634.50		\$194.45	\$0.00	60	\$10,522.50
Rachel Peterson	10	\$121.39	\$1,213.90	5	\$128.10	\$640.50		\$137.07	\$0.00	15	\$1,854.40
Margaret Ireland	40	\$120.25	\$4,809.80	20	\$126.90	\$2,537.90		\$135.78	\$0.00	60	\$7,347.70
Staff Time Billing			\$56,823.50			\$30,986.88			\$0.00	995	\$87,810.38
Consultants/Contractors			\$92,000.00			\$92,000.00					\$184,000.00
Mileage			\$1,200.00			\$1,201.76					\$2,401.76
Supplies			\$5,000.00								\$5,000.00
Other Expenses											\$0.00
Totals:			\$155,023.50			\$124,188.64			\$0.00		\$279,212.14
Task 4: Equity Committee											
Staff Time											
Piet Canin	40	\$125.06	\$5,033.67	80	\$131.98	\$10,558.00	55	\$141.22	\$7,766.83	175	\$23,358.49
Kirsten Liske	20	\$207.46	\$4,149.10	25	\$218.93	\$5,473.13	15	\$234.25	\$3,513.75	60	\$13,135.98
Staff Time Billing			\$9,182.77			\$16,031.13			\$11,280.58	235	\$36,494.47
Consultants/Contractors			\$2,000.00			\$4,000.00			\$4,000.00		\$10,000.00
Mileage			\$300.00			\$500.00			\$407.86		\$1,207.86
Supplies			\$300.00			\$500.00			\$500.00		\$1,300.00
Other Expenses											\$0.00
Totals:			\$11,782.77			\$21,031.13			\$16,188.44		\$49,002.33
Task 5: Co-design strategies											
Staff Time		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0	\$0.00
Consultants/Contractors		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0	\$0.00
Mileage		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0	\$0.00
Supplies		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0	\$0.00
Other Expenses		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	0	\$0.00
Totals:		\$0.00	\$0.00		\$0.00	\$0.00		\$20,000.00	\$20,000.00	0	\$20,000.00

Annual Summary and Annual Rates											
Staff Name	2023/24			2024/25			2025/26			Total Hours	Total Cost
	Hours	Average Billing Rate	Totals	Hours	Projected Average Billing Rate	Totals	Hours	Projected Average Billing R	Totals		
Amelia Conlen	78.25	\$101.21	\$7,919	50	\$112.06	\$5,603	0	\$119.91	\$0	128	\$13,522.29
Gino Garcia	150	\$83.99	\$12,599	110	\$88.64	\$9,750	0	\$94.84	\$0	260	\$22,348.33
Planning Coordinator A	400	\$67.41	\$26,964	110	\$71.14	\$7,825	0	\$76.12	\$0	510	\$34,789.40
Sarah Seward	5	\$188.71	\$944	5	\$199.15	\$996	0	\$213.09	\$0	10	\$1,939.28
Tatiana Burdiak	40	\$172.20	\$6,888	20	\$181.73	\$3,635	0	\$194.45	\$0	60	\$10,522.50
Rachel Peterson	10	\$121.39	\$1,214	5	\$128.10	\$641	0	\$137.07	\$0	15	\$1,854.40
Margaret Ireland	40	\$120.25	\$4,810	20	\$126.90	\$2,538	0	\$135.78	\$0	60	\$7,347.70
Piet Canin	40.25	\$125.06	\$5,034	80	\$131.98	\$10,558	55	\$141.22	\$7,767	175	\$23,358.49
Kirsten Liske	20	\$207.46	\$4,149	25	\$218.93	\$5,473	15	\$234.25	\$3,514	60	\$13,135.98
Staff Time Billing	783.5		\$70,519.81	425		\$47,018.00	70		\$11,280.58	1279	\$128,818.38
Consultants/Contractors			\$94,000.00			\$96,000.00			\$24,000.00		\$214,000.00
Mileage			\$1,500.00			\$1,701.76			\$407.86		\$3,609.62
Supplies			\$5,300.00			\$500.00			\$500.00		\$6,300.00
Other Expenses			\$0.00			\$0.00			\$0.00		\$0.00
Total			\$171,319.81			\$145,219.76			\$36,188.44		\$352,728.00

Summary	
EA Staff Total	\$128,818.38
Consultants/Contractors	\$214,000.00
Mileage	\$3,609.62
Supplies	\$6,300.00
Other Expenses	\$0.00
Total	\$352,728.00
Grant Amount	\$352,728.00
Under/Over	\$0.00

Policy: Action Staff Rate Calculation:
 (Base rate x benefits rate) x indirect rate
 2023 Benefits rate: 36.3%
 2023 Indirect cost rate: 71.34%
 Estimated 4% annual increase in 2024 and 7% for following years

CONSULTANT HOURS ESTIMATE	HOURS @ \$100/HR	RATE
Staff 1	500	\$100.00
Staff 2	500	\$100.00
Staff 3	500	\$100.00
Staff 4	500	\$100.00

**Sustainable Transportation Planning Grant Program
THIRD-PARTY IN-KIND VALUATION PLAN**

Grant Category

Grant Fiscal Year:

Project Title

Organization

(Legal name)

Climate Adaptation

FY 2023/2024

Monterey Bay Electric Vehicle Climate Adaptation and Resiliency (Monterey Bay EV CAR) Framework

Association of Monterey Bay Area Governments (AMBAG)

Task #	Task Title	Third-Party In-Kind Contribution	Name of Third-Party In-Kind Match Provider	Fair Market Value Determination	Fair Market Value or Hourly Rate	Number of Hours	Estimated Cost
1	Vulnerability and Barriers Community Survey of Underserved Communities	Partner Staff Time	Ecology Action	Actual Hourly Rates	Varies	TBD	\$60,000
5	Co-design strategies for the Monterey Bay EV CAR Framework	Partner Staff Time	Ecology Action	Actual Hourly Rates	Varies	TBD	\$20,000
Total In-kind Match:							\$80,000

Explain how the third party in-kind match will be documented for accounting purposes:
 Partner staff providing in-kind will record their hours, rates, and certify those hours are qualifying in-kind hours which can be applied towards the grant. Forms will be filled out at the end of each meeting or task that involves use of staff time including description of the activity or work provided towards the grant.

**EXHIBIT B. DEBARMENT AND SUSPENSION
CERTIFICATION**

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

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

2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to AMBAG.

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

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

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

Name of Firm

Signature (original signature required)

Date

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

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

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)

California Government Code Section 84308

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

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

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

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

AMBAG Board of Directors

Agency	Representative	Agency	Representative
Capitola	Kristen Brown	Soledad	Anna Velazquez
Carmel-by-the-Sea	Karen Ferlito	Watsonville	Eduardo Montesino
Del Rey Oaks	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	<u>Ex-Officio Members:</u>	
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>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p align="center"><i>Congressional District, if known:</i></p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center"><i>Congressional District, if known:</i></p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>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.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</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.

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: November 8, 2023

RECOMMENDATION:

Staff recommends that the Board of Directors receive 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 August 31, 2023, as well as a budget-to-actual comparison. Amounts in the Financial Update Report are unaudited.

FINANCIAL IMPACT:

The Balance Sheet for August 31, 2023, reflects a cash balance of \$2,981,151.06. The accounts receivable balance is \$621,239.15, while the current liabilities balance is \$309,680.35. AMBAG has sufficient current assets on hand to pay all known current obligations.

AMBAG's Balance Sheet as of August 31, 2023, reflects a positive Net Position in the amount of \$412,073.18. This is due to the Profit and Loss Statement reflecting an excess of revenue over expense of \$228,814.55. 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.

Planning Excellence!

The following table highlights key Budget to Actual financial data:

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

Expenditures	Budget Through August 2023	Actual Through August 2023	Difference
Salaries & Fringe Benefits	\$ 546,805.00	\$ 403,144.61	\$ 143,660.39
Professional Services	\$ 2,100,210.00	\$ 67,945.44	\$ 2,032,264.56
Lease/Rentals	\$ 13,750.00	\$ 12,792.80	\$ 957.20
Communications	\$ 4,633.00	\$ 3,115.28	\$ 1,517.72
Supplies	\$ 23,200.00	\$ 9,120.73	\$ 14,079.27
Printing	\$ 2,000.00	\$ -	\$ 2,000.00
Travel	\$ 12,267.00	\$ 2,195.76	\$ 10,071.24
Other Charges	\$ 63,699.00	\$ 77,149.30	\$ (13,450.30)
Total	\$ 2,766,564.00	\$ 575,463.92	\$ 2,191,100.08
Revenue			
Federal/State/Local Revenue	\$ 2,785,610.00	\$ 804,278.47	\$ 1,981,331.53

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

Revenues/Expenses (Budget to Actual Comparison):

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

Professional Services are under budget primarily due to the timing of work on projects performed by contractors. Projects early in their implementation are Integrated Land Use Model and Development Monitoring Framework Tool, Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study, 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.

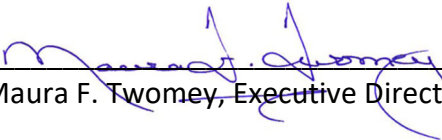
COORDINATION:

N/A

ATTACHMENTS:

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

APPROVED BY:



Maura F. Twomey, Executive Director

AMBAG

Balance Sheet - Attachment 1

As of August 31, 2023

	<u>August 31, 2023</u>	<u>August 31, 2023</u>
Assets		
Current Assets		
Cash and Cash Equivalents		
Mechanics Bank - Special Reserve	610,410.47	144,361.51
Mechanics Bank - Checking	669,651.63	165,318.84
Mechanics Bank - REAP Checking	1,108,474.69	0.00
Mechanics Bank - REAP 2.0 Checking	588,330.80	309,680.35
Petty Cash	500.00	
LAIF Account	3,783.47	
Total Cash and Cash Equivalents	<u>2,981,151.06</u>	
Accounts Receivable		
Accounts Receivable	621,239.15	258,986.95
Total Accounts Receivable	<u>621,239.15</u>	1,888,153.69
Other Current Assets		
Due from PRWFPA/RAPS	220.31	3,799.92
Prepaid Items	41,767.81	1,752,611.19
Total Other Current Asset	<u>41,988.12</u>	<u>3,903,551.75</u>
Total Current Assets	<u>3,644,378.33</u>	<u>4,213,232.10</u>
Long-Term Assets		
Net OPEB Asset	96,473.00	
Deferred Outflows - Actuarial	533,833.49	
Deferred Outflows - PERS Contribution	272,963.59	
Total Long-Term Assets	<u>903,270.08</u>	
Capital Assets		
Capital Assets	319,089.93	183,258.63
Accumulated Depreciation	(241,433.06)	228,814.55
Total Capital Assets	<u>77,656.87</u>	<u>412,073.18</u>
Total Assets	<u>4,625,305.28</u>	<u>4,625,305.28</u>
Liabilities & Net Position		
Liabilities		
Current Liabilities		
Accounts Payable		144,361.51
Employee Benefits		165,318.84
Mechanics Bank - Line of Credit		0.00
Total Current Liabilities		<u>309,680.35</u>
Long-Term Liabilities		
Deferred Inflows - Actuarial		258,986.95
Net Pension Liability (GASB 68)		1,888,153.69
OPEB Liability		3,799.92
Deferred Revenue		1,752,611.19
Total Long-Term Liabilities		<u>3,903,551.75</u>
Total Liability		<u>4,213,232.10</u>
Net Position		
Beginning Net Position		183,258.63
Net Income/(Loss)		228,814.55
Total Ending Net Position		<u>412,073.18</u>
Total Liabilities & Net Position		<u>4,625,305.28</u>

AMBAG
Profit & Loss - Attachment 2
July - August 2023

	July - August 2023	July - August 2023
Income		
AMBAG Revenue		177,584.27
Cash Contributions		13,610.00
Grant Revenue		572,200.24
Non-Federal Local Match		40,883.96
Total Income		804,278.47
Expense		
Salaries		250,279.43
Fringe Benefits		152,865.18
Professional Services		67,945.44
Lease/Rentals		12,792.80
Communications		3,115.28
Supplies		9,120.73
Travel		2,195.76
Other Charges:		
BOD Allowances	1,000.00	
Workshops/Training	1,688.90	
GIS Licensing/CCJDC Support	8,470.00	
SB1/MTIP/MTP/SCS/OWP/Public Participation Expenses	5,137.10	
Recruiting	1,403.00	
Dues & Subscriptions	6,533.34	
Depreciation Expense	5,141.72	
Maintenance/Utilities	521.06	
Insurance	6,370.22	
Total Other Charges		36,265.34
Non-Federal Local Match		40,883.96
Total Expense		575,463.92
Net Income/(Loss)		228,814.55

AMBAG
Cash Activity - Attachment 3
For September 2023

Monthly Cash Activity	July-23	August-23	September-23	October-23	November-23	December-23	January-23	February-23	March-23	April-23	May-23	June-23	TOTAL
1. CASH ON HAND													
[Beginning of month]	3,485,673.92	3,623,604.37	2,981,151.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2. CASH RECEIPTS													
(a) AMBAG Revenue	122,393.92	39,335.97	36,362.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	198,092.56
(b) Grant Revenue	321,324.61	500,755.13	226,665.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,048,745.28
(c) REAP Advance Payme	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Borrowing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL CASH RECEIPTS	443,718.53	540,091.10	263,028.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,246,837.84
AVAILABLE													
	3,929,392.45	4,163,695.47	3,244,179.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5. CASH PAID OUT													
(a) Payroll & Related	226,595.24	206,279.10	215,964.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	648,839.21
(b) Professional Service	46,858.21	947,109.20	136,956.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,130,924.03
(c) Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Lease/Rental	12,157.40	6,603.40	6,579.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,340.18
(e) Communications	2,057.70	1,795.48	1,326.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,179.61
(f) Supplies	828.27	1,754.13	1,685.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,267.79
(g) Printing	0.00	0.00	245.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	245.30
(h) Travel	584.62	1,479.85	1,749.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,813.52
(i) Other Charge:	16,706.64	17,523.25	2,784.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,014.75
(j) Loan Repayment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL CASH PAID OUT	305,788.08	1,182,544.41	367,291.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,855,624.39
7. CASH POSITION													
	3,623,604.37	2,981,151.06	2,876,887.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Heather Adamson, Director of Planning

SUBJECT: 2026 Regional Growth Forecast

MEETING DATE: November 8, 2023

RECOMMENDATION:

AMBAG staff will present the revised draft regional growth forecast. Board members are asked to discuss the revised 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.

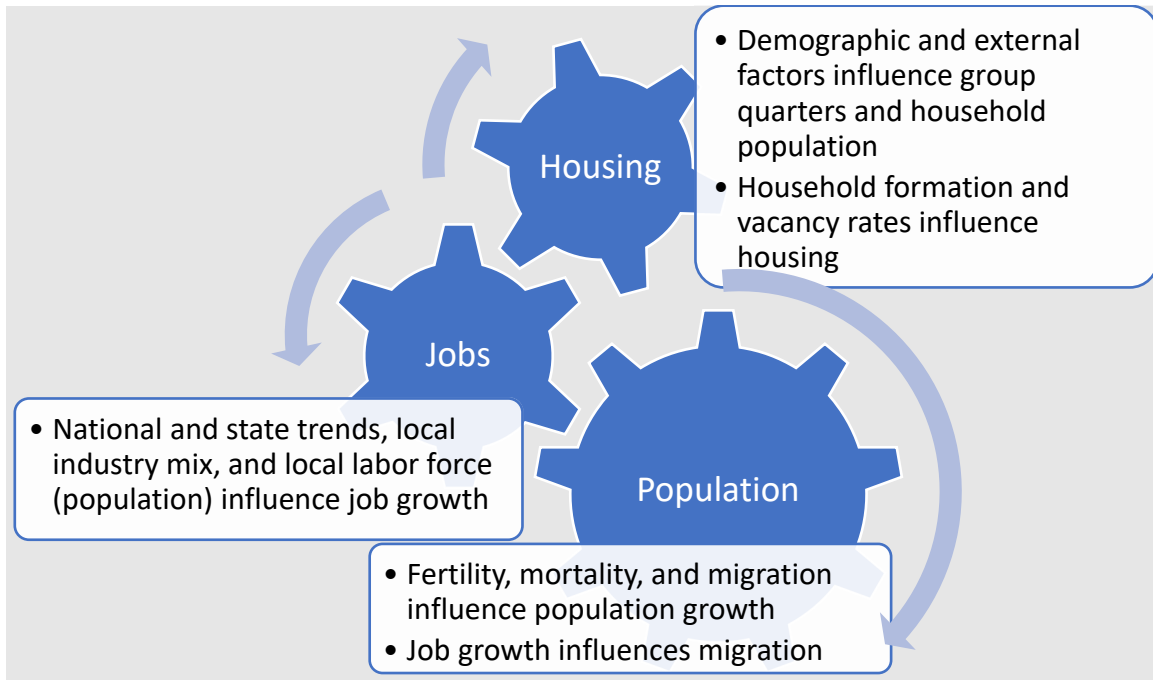
This forecast is used to inform regional and local planning projects such as the MTP/SCS, transportation projects, corridor studies, and economic activity analyses. Results from this forecast are used as inputs in the Regional Travel Demand Model to forecast travel patterns. AMBAG has hired Population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

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

The forecasting 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. In addition, three industries (retail, services, and self-employment) are directly linked to population.

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.

Summary of Forecast Development

On September 8, 2023, AMBAG and PRB convened a workgroup to review forecast assumptions. The group provided valuable input into expected trends in fertility, mortality, migration, housing, and job growth by sector. On September 25, 2023, AMBAG and PRB shared forecast assumptions, which incorporated input from the workgroup, with the Planning Directors Forum.

On October 11, 2023, AMBAG and PRB presented preliminary forecast results to the AMBAG Board of Directors. Board members generally expressed that the jobs and housing numbers seemed reasonable, but there was considerable discussion about the slow rate of population growth. Key questions included the following:

- Would climate change lead to coastal communities becoming an increasingly attractive destination for migration—reversing the long-standing trend of out-migration from the region?
- Would an aging population require additional workers to support healthcare and assistance jobs?
- How would very slow growth for the region be reconciled with jurisdiction expectations for their own growth—would some jurisdictions shrink? Or should jurisdiction expectations be taken into consideration for the regional forecast?
- Could forecast ranges (low and high) be provided to help put the point forecast (required for the plan) into context?

At their meeting on October 23, 2023, the Planning Directors Forum discussed each of the questions. Their feedback is summarized below.

- The direction of climate's effect on the forecast is uncertain and there is not yet enough data to change the forecast. AMBAG should include a detailed discussion of climate when documenting the forecast.
- The region will need more healthcare and service workers. That need might be accommodated by a shift of workers from other industries or by migration.
- Several jurisdictions see themselves growing faster than the preliminary draft population growth rate. No jurisdictions indicated expecting population loss.

Forecast Uncertainty

The AMBAG Board of Directors also requested that AMBAG and PRB present additional context including high and low scenarios for the regional forecast and an alternative

forecast based on the job-based method.

AMBAG and PRB produced the following forecast scenarios for discussion:

- High Scenario: Migration returns to peak levels (2000-2022), fertility rises at older ages, death rates drop.
- Low Scenario: Migration remains at recent levels (2013-2020), fertility & mortality are the same as the baseline.
- Job-based Method: Holds population/jobs ratio constant at 2019 level.

AMBAG presented the scenarios and job-based forecast, as well as AMBAG’s 2022 Regional Growth Forecast (RGF) and the California Department of Finance (DOF) interim forecast, to the Planning Directors at their meeting on October 23, 2023 (Table 1).

Table 1: Forecast Scenarios, Ranked by 2050 Total Population

	2020	2035	2050
2022 RGF	774,729	842,189	N/A
High Scenario	774,985	794,424	832,726
Job-Based Method	774,985	796,763	814,445
2026 Preliminary Draft	774,985	783,061	792,452
DOF Forecast	774,985	780,252	773,782
Low Scenario	774,985	757,198	720,461

Sources: AMBAG 2022 Regional Growth Forecast; Preliminary Regional Growth Forecast Draft Results and alternative scenarios; California Department of Finance

The 2026 Preliminary Draft ranks in the middle of the forecast alternatives—lower than the 2022 RGF, High Scenario, and Job-based Method, but higher than the DOF forecast and the Low Scenario.

Based on discussion about jurisdiction and university growth expectations, as well as the results of the High Scenario, Low Scenario, and Job-based Method, the Planning Directors Forum expressed support for a slight increase in the population forecast. However, there was general agreement that an extreme shift—approaching either the High or Low Scenario—was unrealistic.

Revised Forecast Assumptions

The preliminary draft forecast incorporates the following assumptions based on analysis of regional, state, and national trends as well as feedback from the workgroup and Planning Directors Forum:

- Birth rates:
 - Rates continue to decline for teens and those in their 20s.
 - Rates remain stable for those in their early 30s.
 - Rates rise for ages 35-49.
- Mortality rates:
 - The infant mortality rate continues to decline at a rate similar to the decline in recent years, as does the child mortality rate for children ages 1-3.
 - Rates also decline slightly for ages 40-65.
- Migration:
 - International migration returns to historic average levels
 - Domestic migration outflows are nearly 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.
 - The ratio of retail and self employment jobs per capita trends slightly downward through the forecast as the population ages.
- 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 Planning Directors 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.

Revised Draft Results

The revised draft regional growth forecast numbers for population and employment are shown in Table 2. The results presented below include updates to reflect feedback received at the October 23, 2023 Planning Directors Forum meeting as well as two additional adjustments, an update to the 2020 jobs data to reflect a correction to base-

year data received from the City of Monterey and an edit to the 2020 housing data to reflect the 2020 Census data rather than January 1 estimates from DOF (Table 2).

The revised draft shows higher total population, slightly higher total housing (although a slightly lower *change* from 2020-2050, due to the updated base year data), and slightly lower jobs numbers in 2050 than presented at the October 11, 2023 AMBAG Board of Directors meeting.

Table 2: AMBAG Regional Projections 2010-2050

	Census		Forecast			Change 2020-50	
	2010	2020	2030	2040	2050	Number	%
Pop	732,708	774,105	780,164	793,629	800,067	25,962	3.4%
Housing	260,256	270,341	292,478	306,057	311,499	41,158	15.2%
Jobs	349,235	372,030	413,882	419,428	424,236	52,206	14.0%

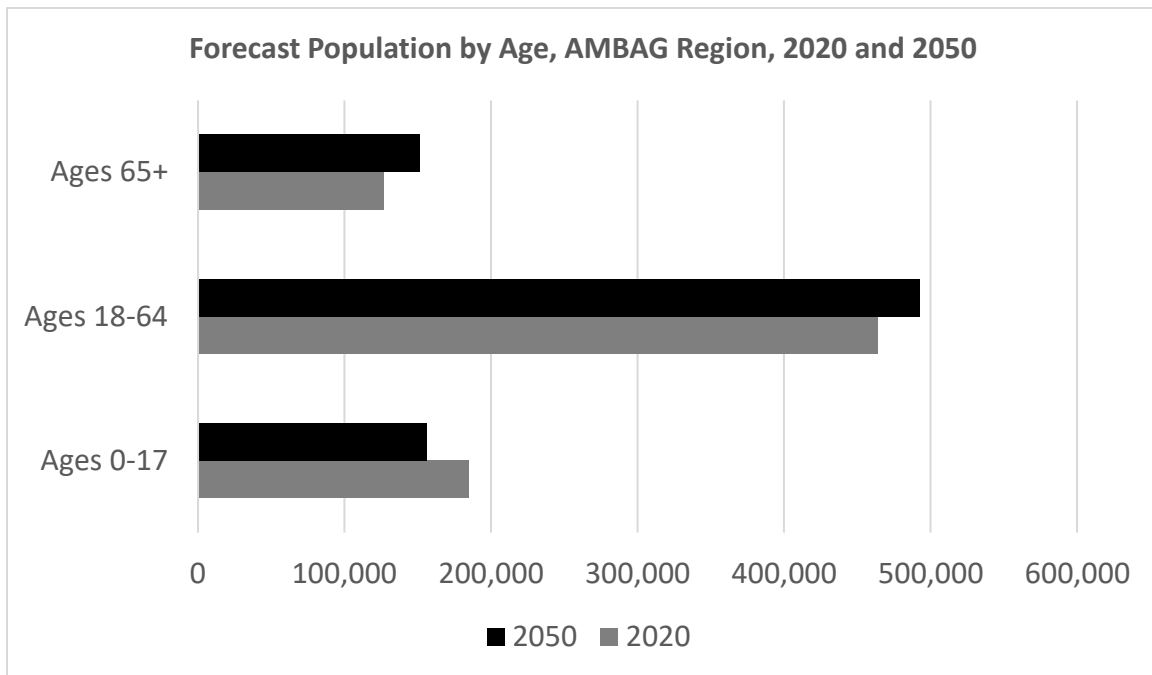
Source: Revised Draft Regional Growth Forecast Results

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 2020-2039, the revised draft population projections are within 1.5% of the DOF forecast update that was released in July 2023. However, the new DOF projections begin to show population decline in the region. Feedback from the AMBAG Board of Directors, input from the Planning Directors Forum, and plans for continued growth at the region’s universities all suggest that the region is likely to continue growing.

Population aging continues to be a substantial driver of change in the AMBAG region in this forecast. In this revised draft, the child population is projected to shrink by more than 15 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 19 percent (Figure 1).

Figure 1: Region's Child Population is Expected to Shrink Between 2020 and 2050



Source: Revised Draft Regional Growth Forecast Results

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 recession, 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 6th 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

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

Next Steps

A final draft of the regional forecast is scheduled for acceptance by the AMBAG Board of Directors in January 2024. 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.

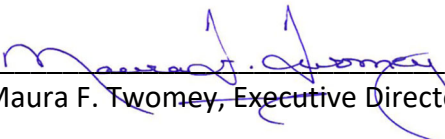
COORDINATION:

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



MEMORANDUM

TO: AMBAG Board of Directors
FROM: Maura F. Twomey, Executive Director
RECOMMENDED BY: Reginal Valentine, Senior Planner
SUBJECT: Final 2023 Public Participation Plan
MEETING DATE: November 8, 2023

RECOMMENDATION:

The AMBAG Board of Directors is asked to adopt the *Final 2023 Public Participation Plan*.

BACKGROUND/ DISCUSSION:

The federally required 2023 Public Participation Plan is a comprehensive document that guides the public participation process for AMBAG, regional planning agencies, and local jurisdictions in the tri-county Monterey Bay region that either receive federal funds or are subject to a federally required action.

AMBAG, as the federally designated Metropolitan Planning Organization (MPO) for the Monterey Bay region, prepares and adopts the Public Participation Plan at least once every four years. The prior Public Participation Plan, the *2019 Monterey Bay Area Public Participation Plan*, was adopted in October 2019 and complied with the Fixing America's Surface Transportation Act (FAST Act) of 2015 legislation. The *2023 Public Participation Plan* covers the four-year period from 2023 – 2026 adhering to the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Act (IIJA/BIA) of 2021 and the FAST Act of 2015 legislation and is pursuant to changes in the California Government Code 65080 that occurred with the passage of Senate Bill (SB) 375 in 2008.

The requirements for the Public Participation Plan under the IIJA/BIA/FAST Act include increased involvement and collaboration with members of the public, decision makers

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and staff from the local jurisdictions and partner agencies within the region. The *2023 Public Participation Plan* details stakeholder and public input in the transportation decision making process, including the expanded use of visualization techniques and innovative online marketing strategies in public outreach. It contains the procedures, strategies and techniques used by AMBAG for public involvement in all programs and projects that use federal funds.

Key sections of the *2023 Public Participation Plan* are listed below:

- Public Participation Plan Guiding Principles
- 2023 Public Participation Plan Timeline
- Incorporating Limited-English Proficiency (LEP) Populations into the PPP
- PPP Procedures and Development Process
- Interested Parties and Public Engagement
- Online and Visualization Outreach Strategies

The *Draft 2023 Public Participation Plan* was released for public comment on June 14, 2023 with a public hearing held at the August 9, 2023 Board meeting. The public comment period ended on August 23, 2023. Changes to the *Draft 2023 Public Participation Plan* were made based on comments received and all responses to comments are included in Appendix H. The *Final 2023 Public Participation Plan* is attached and can also be downloaded from www.ambag.org

ALTERNATIVES:

The Board of Directors could choose not to adopt the *Final 2023 Public Participation Plan*. AMBAG staff does not recommend this option as it will delay outreach activities on upcoming planning projects as well as put AMBAG out of compliance with the federal requirements.

FINANCIAL IMPACT:

The update of the Public Participation Plan is funded by the Federal Highway Administration and Federal Transit Administration planning funds, which are included in both the OWP and the AMBAG budget.

COORDINATION:

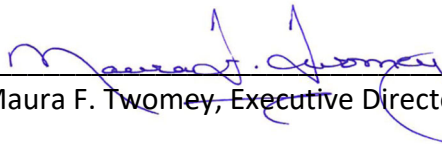
The *Final 2023 Public Participation Plan* was prepared in coordination and consultation with our partner agencies: San Benito County Council of Governments (SBtCOG), Santa Cruz County Regional Transportation Commission (SCCRTC), Transportation Agency for

Monterey County (TAMC), San Benito County Local Transportation Authority (LTA),
Santa Cruz Metropolitan Transit District (SCMTD) and Monterey-Salinas Transit (MST).

ATTACHMENT:

1. *Final 2023 Public Participation Plan* (enclosed separately)

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: Paul Hierling Senior Planner

SUBJECT: Regional Early Action Planning 2.0: Regional Competitive Grant Program Awards

MEETING DATE: November 8, 2023

RECOMMENDATION:

The Board of Directors is asked to approve the projects recommended for award for the Regional Early Action Planning Grants of 2021 (REAP 2.0) Regional Competitive Grant Program.

BACKGROUND/DISCUSSION:

The Regional Early Action Planning Grants of 2021 (REAP 2.0) provides funds to regional governments to accelerate housing production and facilitate compliance with the 6th Cycle of the housing element, including regional housing need allocations. In addition, REAP 2.0 is specifically designed to provide Metropolitan Planning Organizations (MPO) and other Eligible Entities with tools and resources to help implement and advance plans, primarily including Sustainable Communities Strategies (SCS) as part of Regional Transportation Plans to pursue greenhouse gas emission reduction targets through land use and transportation changes. The major REAP 2.0 objectives are:

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

The REAP 2.0 Program is funded with \$600 million from the State General Fund. AMBAG's share of this funding is \$10,133,742.41. The REAP 2.0 Program is administered by the California Department of Housing and Community Development (HCD)

(Department), in collaboration with the Governor’s Office of Planning and Research (OPR), the Strategic Growth Council (SGC), and the California Air Resources Board (CARB).

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

- **Regional Competitive Grant Program (60% - \$6,000,000)**
 - Developed and administered by AMBAG with HCD approval. Applicant awards must support all REAP 2.0 objectives. This program will suballocate the majority of AMBAG’s REAP 2.0 funds to a competitive program, granting awards to applicants that best achieve all REAP 2.0 goals and objectives.
- **Local Suballocation Grant Program (25% - \$2,625,000)**
 - The Local Suballocation Grant Program sets aside \$85,000 to \$180,000 per jurisdiction with eligible projects which meet all REAP 2.0 goals and objectives. The goal of this suballocation program is to provide all cities and counties with an opportunity to propose REAP 2.0 eligible projects while allowing for both implementation and planning uses. All funding has been awarded to Cities and Counties with eligible projects.
- **AMBAG SCS Implementation, Technical Assistance, REAP 2.0 Program Development and Administration (15% - \$1,508,742)**
 - Regional planning activities that support infill development and implement the SCS such as pricing studies, transit-oriented development, and Opportunity Area planning and implementation
 - Technical assistance
 - Development of the REAP 2.0 Program, including outreach activities
 - REAP 2.0 administration

REAP 2.0 Grant Programs Development

AMBAG staff developed draft criteria for the Regional Competitive Grant Program (RCGP) and Local Suballocation Grant Program (LSGP) based on HCD program requirements. The draft criteria were presented to the Planning Directors Forum in January 2023 and to the AMBAG Board of Directors in February 2023. Program guidelines were developed for both grant programs and released for a 30-day public review in April 2023. The Board approved the final program guidelines and directed staff

to issue the Notice of Funding Availability in June 2023.

On June 15, 2023, AMBAG issued a Notice of Funding Availability (NOFA) for the Regional Early Action Planning 2.0 Grant (REAP 2.0) suballocation programs. The Regional Competitive Grant Program (RCGP) was included in this NOFA. Applications for RCGP were due from eligible entities for qualifying projects on August 30, 2023.

AMBAG received six applications from eligible applicants. RCGP project applications were received from jurisdictions in Monterey and Santa Cruz counties with no applications from jurisdictions in San Benito County. The Evaluation Review Committee was composed of four representatives including one staff member from AMBAG and one Planning Director from each of the three counties. None of the Evaluation Review Committee members worked with agencies which had submitted applications to the RCGP program or were beneficiaries from any of the RCGP applications or awards.

Regional Competitive Grant Program Applications Selected for Funding

The following projects were selected for funding based on scores received from the Evaluation Review Committee. These projects will fund pre-development costs for 335 affordable housing units in the AMBAG region. The RCGP project award recommendations are consistent with the State's REAP 2.0 Program Guidelines which prioritize implementation projects leading to affordable housing construction over planning projects. HCD did not identify any issues with AMBAG's recommended project awards for REAP 2.0 funding.

- *Watsonville Transit Center - Infill Transit Oriented Development (\$2,000,000)*
Score: 96/100

The project will fund predevelopment costs to build 65 deed restricted affordable units in a 100% affordable development above the Watsonville transit center in downtown Watsonville. The project will also fund station retrofitting costs to improve transit connections to Santa Cruz, including accommodating new EV buses. 27 units will be extremely low income, and 38 units will be for very low income individuals.

- *City of Monterey - Madison Street Affordable Housing Development (\$2,450,000)*
Score: 94.75/100

This project will fund predevelopment costs to replace boarded up buildings adjacent to the downtown area with 42 deed restricted low and very-low income units. This project will be ¼ mile away from the city's primary downtown transit

center. Amenities available for residents include bicycle parking for each rental unit, and a pedestrian promenade connecting the development to city hall and downtown.

- *City of Salinas - 34-38 Soledad Street Affordable Housing Predevelopment (\$1,375,000)*
Score: 94.75/100

This project will fund predevelopment costs to replace underutilized commercial buildings with up to 40 units of 100% affordable housing with a unit mix of approximately 30% very-low income, 40% low income, and 30% moderate income. The site is within ½ mile of the City's primary downtown transit station.

- *City of Scotts Valley - Town Center Affordable Housing Predevelopment Costs (\$175,000)*
Score: 87/100

The City of Scotts Valley applied for \$1,063,768 to update their Town Center plan. AMBAG intends to offer an award of \$175,000 which will cover only the predevelopment costs for the affordable housing component of this project. AMBAG has discussed this with the City and they are confident they can implement the predevelopment affordable housing component for 188 low income affordable units with this amount. The project is located approximately 500 feet from the city's primary transit center.

Regional Competitive Grant Program Applications Not Selected for Funding

The review committee did not recommend the following two projects for funding. While these projects showed merit, they scored significantly lower than the projects selected for funding. HCD did not identify any issues with AMBAG's recommended project awards for REAP 2.0 funding.

- *City of Marina - Cypress Knolls Specific Plan (\$900,000)*
Score: 70/100

This project requested funding to update a specific plan for an area with abandoned former military housing on contaminated land. The proposed project was for planning activities which score lower in the RCGP program. The project did not score well in accelerating infill development, affirmatively furthering fair housing, or reducing VMT, all which are key program objectives. The project was suitable but did not meet or exceed REAP 2.0 program requirements comparable

to the predevelopment applications.

- *City of Santa Cruz - Inclusive Infill Development in Single Family Homes Program (\$750,000)*

Score: 69/100

This project requested funding for a planning project for citywide zoning updates to apply new municipal regulations to the state mandated SB 9 requirements with allow a homeowner to have up to four units on a single family zoned parcels. This project would establish a municipal process for building units under SB 9, specifying the types of units which could be implemented on single family parcels, and would explore upzoning some single family zones near transit. The project was for planning activities which score lower in the RCGP program, and the project did not score well in accelerating infill development and VMT reduction which are key program objectives. The project was suitable, but did not meet or exceed REAP 2.0 program requirements comparable to the predevelopment applications.

Next Steps

Pending Board of Directors approval, AMBAG will notify applicants of their award status and begin the process of entering into agreements to initiate projects and disburse funds. Awarded projects are expected to start at the beginning of the year.

ALTERNATIVES:

The Board of Directors could choose not to approve the REAP 2.0 RCGP recommended project awards. AMBAG staff does not recommend this option as it will delay implementation of the REAP 2.0 program and may cause the region to lose funding.

FINANCIAL IMPACT:

Funding is included in the approved FY 2023-24 Overall Work Program and Budget.

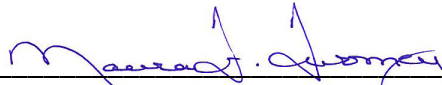
COORDINATION:

AMBAG coordinated with HCD as well as the Planning Directors Forum which includes representatives from all local jurisdictions, LAFCO, universities, and transportation partner agencies.

ATTACHMENT:

None.

APPROVED BY:



Maura F. Twomey, Executive Director



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: William Condon, Associate Planner

SUBJECT: Carbon Reduction Program (CRP) Overview

MEETING DATE: November 8, 2023

RECOMMENDATION:

AMBAG staff will provide an overview of the Carbon Reduction Program (CRP).

BACKGROUND/ DISCUSSION:

On November 15, 2021, the Bipartisan Infrastructure Law (BIL) (also known as the Infrastructure Investment and Jobs Act or IIJA) was signed into law. The BIL authorizes a new Carbon Reduction Program (CRP) federal funding to projects that decrease transportation emissions, which are defined as the carbon dioxide (CO₂) emissions that result from on-road, highway sources. California receives annual apportionments of CRP over five years. The apportionments are split, with 65% as Local CRP and 35% as State CRP. Over the course of five years, California state is expected to receive approximately \$6.4 billion apportioned to the program, with almost \$6.8 million of that total amount expected to be allocated within the AMBAG MPO planning area. Both Local and State CRP funds must be invested in alignment with the Carbon Reduction Strategy.

IIJA requires Caltrans, in partnership with the MPOs, to develop a Carbon Reduction Strategy and submit it to the Federal Highway Administration (FHWA) for approval by November 2023. Caltrans' Carbon Reduction Strategy is currently under development. The draft California Transportation carbon Reduction Strategy can be viewed / downloaded from <https://dot.ca.gov/-/media/dot-media/programs/esta/documents/carbon-reduction/carbonreductionstrategy-publicdraft-a11y.pdf>

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Although IJIA allows for a variety of projects to be funded through CRP, Caltrans' Carbon Reduction Strategy directs Local and State CRP funds to be invested in projects that support bicycle and pedestrian, rail and transit, zero-emission vehicles and infrastructure, and conversions of existing lanes to priced managed lanes.

Local CRP Funding and Process

Local CRP funding is apportioned by population throughout California based on 2020 US Census Urbanized Areas (UZA). Local CRP apportioned to UZAs within a Metropolitan Planning Organization (MPO) boundary must be programmed by the MPO and cannot be suballocated within the MPO boundary. The MPO must use a competitive, performance-driven process to select projects for CRP funds. The AMBAG region is expected to receive a total of \$6.83 Million CRP fund. The annual apportionment for FFY 2022 to FFY 2026 are as follows:

MPO	FFY 2022	FFY 2023	FFY 2024*	FFY 2025*	FFY 2026*
AMBAG	\$1,344,707	\$1,371,601	\$1,371,601	\$1,371,601	\$1,371,601

In consultation with region's RTPAs and transit agencies, AMBAG staff is developing CRP project selection criteria, process, and schedule for the CRP fund. Staff will provide a detailed presentation on the CRP funding, project selection criteria and process at your November 8, 2023 meeting.

ALTERNATIVES:

None

FINANCIAL IMPACT:

Staff time for CRP fund related activity is funded through federal funds and is programmed in the approved FY 2023-24 OWP.

COORDINATION:

The CRP fund related activity is developed in coordination and consultation with the following partner agencies:

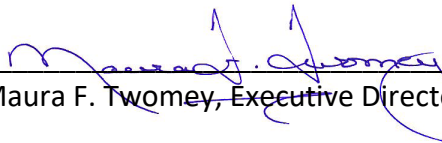
- California Department of Transportation (Caltrans)
- Council of San Benito County Governments
- Monterey-Salinas Transit
- Santa Cruz County Regional Transportation Commission

- Santa Cruz Metropolitan Transit District
- Transportation Agency for Monterey County

ATTACHMENT:

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: Regina Valentine, Senior Planner

SUBJECT: AMBAG Complete Streets Policies

MEETING DATE: November 8, 2023

RECOMMENDATION:

Staff will provide an overview of the upcoming development of the AMBAG Complete Streets Policies. Board members are asked to discuss and provide feedback.

BACKGROUND/DISCUSSION:

With the passing of the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law (IIJA/BIL) of 2021, the Association of Monterey Bay Area Governments (AMBAG), as the federally designated Metropolitan Planning Organization (MPO) for the Monterey Bay region, is required to set aside a portion of the Federal Highway Administration (FHWA) Metropolitan Planning Funds (PL funds) allocation to conduct complete streets planning. Complete streets prioritize the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles.

As identified in Overall Work Program, staff plans to begin developing Complete Streets Policies in coordination with member agencies. Although this is a new federal requirement, complete streets planning has been a priority historically for AMBAG and the jurisdictions in the Monterey Bay region. As an example, AMBAG prepared a *Monterey Bay Area Complete Streets Guidebook* in August 2013. For this reason, these Complete Streets Policies will serve more to memorialize the transportation planning work already being conducted in the region.

For Board feedback, a draft outline and anticipated timeline is provided below:

Draft Outline

- Introduction
- Purpose and Need
- Complete Streets Definition
- Complete Streets Vision
- Complete Streets Goals
- Principles of Complete Streets
- Complete Streets Policies
- Consistency with Regulations
- Scope of Complete Streets Policies
- Exceptions
- Design Guidance
- Context Sensitivity
- Evaluation and Performance Measures
- Implementation and Reporting
- References

Anticipated Timeline

- **November 2023:** Present an overview of the development of AMBAG Complete Streets Policies to regional Advisory Committees, Planning Directors Forum, and to the AMBAG Board of Directors
- **December 2023 – January 2024:** Prepare the Draft AMBAG Complete Streets Policies
- **February 2024:** Present Draft AMBAG Complete Streets Policies to regional Advisory Committees, Planning Directors Forum, and to the AMBAG Board of Directors
- **February 1, 2024 – March 15, 2024:** Public Comment Period
- **March 2024:** Prepare the Final AMBAG Complete Streets Policies
- **April 2024:** Present Final AMBAG Complete Streets Policies to regional Advisory Committees and Planning Directors Forum
- **May 8, 2024:** AMBAG Board of Directors will be asked to adopt the Final AMBAG Complete Streets Policies

Next Steps

Upon direction, staff will incorporate Board feedback and prepare the Draft AMBAG Complete Streets Policies in coordination with our partner agencies and local jurisdictions. The Final Complete Streets Policies are planned to be incorporated into the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy.

ALTERNATIVES:

N/A

FINANCIAL IMPACT:

Planning activities for the Complete Streets Policies are funded with FHWA PL and are programmed in the FY 2023-24 Overall Work Program and Budget.

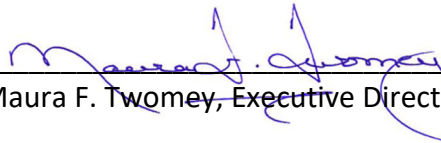
COORDINATION:

The Complete Streets Policies will be prepared in coordination with the Planning Directors Forum and the RTPAs Technical Advisory Committees, which includes the local jurisdictions.

ATTACHMENT:

None

APPROVED BY:


Maura F. Twomey, Executive Director

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

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