

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

**DATE:** June 25, 2020

**TIME:** 4:30 pm

**LOCATION:** Conference Call  
Dial-In Number: (605) 475-4700  
Access Code: 203466#

The RAPS, Inc. Board of Directors meeting will NOT be held at the AMBAG Office, Conference Room, 24580 Silver Cloud Court, Monterey, CA 93940 as originally scheduled in light of Governor Newsom’s State of Emergency declaration regarding the COVID-19 outbreak and in accordance with Executive Order N-29-20 and the shelter in place directive. The meeting will be conducted conference call. The RAPS, Inc. Board of Directors will participate in the meeting from individual remote locations. We apologize in advance for any technical difficulties.

Members of the public will need to attend the meeting remotely via Conference call.

Persons who wish to address the RAPS, Inc. Board of Directors on an item to be considered at this meeting are asked to submit comments in writing at [info@ambag.org](mailto:info@ambag.org) by 5:00 PM, Wednesday, June 24, 2020. The subject line should read “Public Comment for the June 25, 2020 RAPS, Inc. Board of Directors Meeting”. The agency clerk will read up to 3 minutes of any public comment submitted.

To participate via Conference Call, please use the conference call dial-in information provided.

If you have any questions, please contact Ana Flores, Senior Executive Assistant at [aflores@ambag.org](mailto:aflores@ambag.org) or at 831-883-3750.

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1. CALL TO ORDER
  2. ROLL CALL
  3. ORAL COMMUNICATIONS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA (A maximum of three minutes on any subject not on the agenda)
  4. ORAL COMMUNICATIONS FROM THE BOARD ON ITEMS NOT ON THE AGENDA

5. **Minutes of the June 25, 2019 Meeting**  
**Recommended Action: APPROVE**  
**-Ana Flores**

Approve the minutes of the June 25, 2019 meeting. (Page 5)

6. **Update on Ongoing and Potential Contracts and Services**  
**Recommended Action: INFORMATION**  
**-Maura Twomey**

Receive an update from Maura Twomey, Chief Executive Officer.

7. **Contract with Eidam & Associates**  
**Recommended Action: APPROVE**  
**-Errol Osteraa**

Authorize the Chief Executive Officer to negotiate and execute an agreement with Eidam & Associates to provide consulting services for RAPS, Inc. in an amount not to exceed \$150,000.00. (Page 9)

8. **Comprehensive Annual Financial Report (CAFR) for FY 2018-2019**  
**Recommended Action: INFORMATION**  
**-Errol Osteraa**

Receive presentation on AMBAG's Comprehensive Annual Financial Report (CAFR) for FY 2018-2019. The CAFR includes financial reports for RAPS, Inc. which is presented as a blended component unit. The CAFR is separately enclosed. (Page 51)

9. **Financial Update Report**  
**Recommended Action: INFORMATION**  
**-Errol Osteraa**

Receive the financial update report which provides an update on the RAPS, Inc. current financial position and accompanying financial statements. (Page 53)

10. **Draft FY 2020-2021 Budget**  
**Recommended Action: APPROVE**  
**-Errol Osteraa**

Approve the draft FY 2020-2021 Budget. (Page 61)

11. **Other**

12. **Adjournment**

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

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DRAFT  
Regional Analysis & Planning Services Inc.  
Board of Directors

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

**June 25, 2019**

**MINUTES**

**1. CALL TO ORDER**

The meeting was called to order by Chair Rowley at 4:01 p.m.

Chair Rowley announced that there is a request to change the order of the June 25, 2019 RAPS, Inc. agenda due to a potential issue with quorum.

Maura Twomey, Chief Executive Officer stated that the order of items will be changed so the information items will be discussed first followed by the action items until quorum is confirmed.

**2. ROLL CALL**

Present: Directors Funk, Petersen, and Rowley  
Present via Phone: Director McPherson (4:10)  
Absent: Directors McShane, Sarmiento, and Tognazzini  
Staff: Maura Twomey, Chief Executive Officer (via phone); Errol Osteraa, Director of Finance and Administration; Elizabeth Hurtado-Espinosa, Principal Accountant; Lina Williams, MBCP; and Ana Flores, Senior Executive Assistant

Roll Call was taken and quorum was not achieved.

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

None.

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

None.

## **5. Update on Ongoing and Potential Contracts and Services**

Maura Twomey, Chief Executive Officer reported that staff has secured contracts with the Pajaro River Watershed Flood Prevention Authority (PRWFPA) to provide administrative services, San Benito County, Shasta Regional Transportation Agency, and Southern California Association of Governments. RAPS, Inc. is also in discussions with other agencies to provide technical services. Brief discussion followed.

## **6. Comprehensive Annual Financial Report (CAFR) for FY 2017-2018**

Errol Osteraa, Director of Finance & Administration gave an overview of the AMBAG CAFR FY 2017-2018. The CAFR includes financial reports for RAPS, Inc. which is presented as a blended component unit.

Director McPherson joined the meeting via phone. Quorum was reached.

Maura Twomey, Chief Executive Officer stated that RAPS, Inc. received an unmodified opinion on the financial statements and a clean single audit report with no findings. There were no major discrepancies and no management points were given. Brief discussion followed.

## **7. Financial Update Report**

Errol Osteraa, Director of Finance & Administration reported a positive end fund balance of \$10,974.03. Revenues consist of \$82,380.50 for administrative services provided to (1) \$21,904.00 for the PRWFPA; (2) \$660.00 for Shasta Regional Transportation Agency Audit Resolution; (3) \$12,484.00 for the Southern California Association of Governments Audit Resolution; (4) \$26,172.00 for the San Benito County Resource Management Agency Organizational Implementation; and (5) \$21,160.50 for the Shasta Regional Transportation Agency Procurement Policies and Procedures Development. Expenditures totaling \$74,254.59 include (1) \$22,009.56 for AMBAG Staff costs to support the administration of the PRWFPA; (2) \$18,365.36 for AMBAG staff costs for technical assistance; (3) \$565.57 for other costs for technical assistance; (4) \$31,675.00 for Professional Services; (5) \$837.17 for General and liability insurance; and (6) \$801.93 for FY 2016-17 audit fieldwork/audited financial statements/tax return filing. Brief discussion followed.

## **8. Draft FY 2019-2020 Budget**

Errol Osteraa, Director of Finance & Administration reviewed the draft FY 2019-20 budget. Brief discussion followed.

**Motion made by Director Funk, seconded by Director McPherson to approve the FY 2018-2019 budget. Motion passed unanimously.**

**9. Contract with Eidam & Associates**

Errol Osteraa, Director of Finance and Administration reported that RAPS, Inc. has been awarded several contracts and will contract the services required to Eidam & Associates. The contract is a three year extension for an amount not to exceed \$150,000.00. Brief discussion followed.

Chair Rowley requested that the contractor's mailing address be added to the contract.

**Motion made by Director McPherson, seconded by Director Petersen to approve the contract with Eidam & Associates in an amount not to exceed \$150,000.00. Motion passed with addition of Eidam & Associates mailing address.**

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

Errol Osteraa, Director of Finance & Administration reported that RAPS, Inc. has not changes its signature cards since June 2018. Staff proposes to 1) remove former Director Jerry Muenzer and former Director Richelle Noroyan; 2) add Director Steve McShane and Director Kristen Petersen; and 3) keep Maura F. Twomey, Elisabeth Bertrand, Bhupendra Patel, and Heather Adamson as authorized check signers. Brief discussion followed.

**Motion made by Director McPherson, seconded by Director Funk to approve 1) remove former Director Jerry Muenzer and former Director Richelle Noroyan; 2) add Director Steve McShane and Director Kristen Petersen; and 3) keep Maura F. Twomey, Elisabeth Bertrand, Bhupendra Patel, and Heather Adamson as authorized check signers. Motion passed unanimously.**

**11. Minutes of the June 19, 2018 Minutes**

The minutes of the June 19, 2018 meeting were approved.

**Motion made by Director Rowley, seconded by Director Funk to approve the minutes of the June 19, 2018 meeting. Motion passed unanimously.**

**12. Other**

None.

**13. Adjournment**

The meeting adjourned 4:25 pm.

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

**MEETING DATE: June 25, 2019**

<b>Attendance (X= Present; AB= Absent) Voting (Y= Yes; N=No; A=Abstain)</b>						
<b>MEMBER</b>	<b>AMBAG REP</b>	<b>Attendance</b>	<b>Item# 11 Draft FY 2019-2020 Budget</b>	<b>Item# 8 Contract w/ Eidam &amp; Associates</b>	<b>Item# 6 RAPS, Inc. Check Signing Authority</b>	<b>Item# 5 Minutes</b>
Capitola	Kristen Petersen	X	Y	Y	Y	Y
Gonzales	Scott Funk	X	Y	Y	Y	Y
Salinas	Steve McShane	AB	-	-	-	-
County of Santa Cruz	Bruce McPherson	X	Y	Y	Y	Y
Monterey County Public Member	Tom Rowley	X	Y	Y	Y	Y
San Benito County Public Member	Mark Tognazzini	AB	-	-	-	-
Santa Cruz County Public Member	Jenny Sarmiento	AB	-	-	-	-



# REGIONAL ANALYSIS & PLANNING SERVICES, INC.

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

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

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

## MEMORANDUM

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

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

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

**SUBJECT:** Contract with Eidam & Associates

**MEETING DATE:** June 25, 2020

### RECOMMENDATION:

Staff recommends that the Board authorize the Chief Executive Officer to negotiate and execute an agreement with Eidam & Associates to provide consulting services on behalf of the Regional Analysis & Planning Services, Inc. (RAPS, Inc.) in an amount not to exceed \$150,000.00.

### BACKGROUND/ DISCUSSION:

RAPS, Inc. has been awarded contracts with Shasta Regional Transportation Agency and Southern California Association of Governments. El Dorado County Transportation Commission has also committed to contracting with RAPS, Inc. this fiscal year. In addition, RAPS, Inc. is at times in discussions with other agencies to provide technical services. RAPS, Inc. will contract many of the services required to Eidam & Associates for an amount not to exceed \$150,000.00. Of this, approximately \$20,910.00 is for services required through agreements with the agencies above. The remainder provides the flexibility to add additional work as it is obtained through negotiation.

### FINANCIAL IMPACT:

The cost for professional services in the amount of \$20,910.00 is included in the Draft FY 2020-2021 Budget.

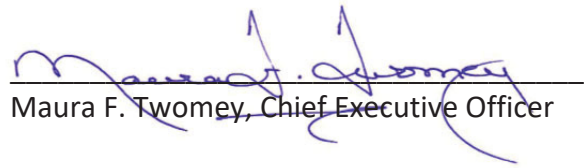
### ALTERNATIVES:

N/A

**ATTACHMENTS:**

1. Eidam & Associates Contract

**APPROVED BY:**



Maura F. Twomey, Chief Executive Officer

## AGREEMENT FOR SERVICES - Attachment 1

This Agreement is made and entered into this **1st day of July, 2020** by and between **Regional Analysis and Planning Services, Inc.** (hereinafter referred to as "RAPS, Inc." or "CLIENT"), and **Eidam & Associates** (hereinafter referred to as "Eidam" or "CONTRACTOR").

### WITNESSETH

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

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

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

1. SCOPE OF WORK

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

2. TERM

A. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by RAPS, INC. unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks **on or before June 30, 2023** unless otherwise extended by written authorization.

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

4. COORDINATION/STAFFING

A. CONTRACTOR is to personally perform the work as outlined in the Task Orders. No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of the RAPS, INC.

B. Maura F. Twomey, Chief Executive Officer for RAPS, Inc. shall serve as project manager.

5. COMPENSATION

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

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

6. INVOICING

- A. Invoices for services must be presented to RAPS, INC. no later than the fifteenth day of the month following the period claimed. CONTRACTOR shall submit an invoice to RAPS, INC. stating the amount due for such services on a regular basis throughout the duration of the project. Said invoicing shall reflect all services rendered in accordance with the attached Task Order. RAPS, INC. shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Agreement. Payment of the invoices will be made to CONTRACTOR after acceptance and approval by RAPS, INC. and upon reimbursement by the agencies for whom such work is being performed. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the terms stated in the attached Task Order. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.
- B. Prompt Payment to Subcontractor(s): A CONTRACTOR, if applicable, shall pay any Subcontractor(s) for satisfactorily completed work no later than ten (10) days of receipt of each payment from RAPS, INC., in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The ten (10) day period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with RAPS, Inc.'s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor performance, and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractor.
- C. Invoicing Format and Content: All invoices submitted to RAPS, INC. for payment shall be sent directly to:

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

**Accounts Payable**

**P.O. Box 2453**

**Seaside, CA 93955**

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

7. AGREEMENT COMPLETION RETAINER

No retainage will be held by RAPS, INC. from progress payments due to CONTRACTOR. CONTRACTOR is prohibited from holding retainage from Subcontractor(s), if applicable. Any delay or postponement of payment may take place only for good cause and with RAPS, INC.'s prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code, if applicable. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONTRACTOR in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor(s) performance, and/or noncompliance by Subcontractor(s). This clause applies to both DBE and non-DBE Subcontractor(s).

8. SATISFACTORY PERFORMANCE

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

9. UNTIMELY PERFORMANCE BY CONTRACTOR

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

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

10. OWNERSHIP, CONFIDENTIALITY AND USE OF WORK PRODUCTS

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

CONTRACTOR pursuant to this Agreement, in any manner which RAPS, INC. deems appropriate without additional compensation to CONTRACTOR.

11. TERMINATION

A. Termination of Convenience of RAPS, INC.

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

B. Termination for Cause

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

12. AMENDMENT OF SCOPE OF WORK

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

13. CORRECTION OF WORK

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

14. DELAYS AND EXTENSIONS

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

negligence of the CONTRACTOR, or for which an adjustment is provided or excluded under any other term or condition of this contract.

15. RECORDS RETENTION AND AUDITS

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

CONTRACTOR shall maintain all books, documents, papers, adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by RAPS, INC. at the Contractor's principal place of business during the agreement period and for a period of three (3) years from the date of final payment, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until RAPS, INC. Caltrans, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). CONTRACTOR agrees to ensure that such materials and all relevant information shall be available for inspection by authorized representatives of RAPS, Inc., and EDCTC or copies thereof shall be furnished if requested. All costs may be subject to audit by federal and state agencies. CONTRACTOR understands that the purpose of such audit is to establish that all examined costs have been legitimately accrued in conjunction with the work hereunder. Such audit may disallow certain costs, in which case CONTRACTOR will be required to make refund payments. If so directed by RAPS, Inc. upon expiration of this Agreement, the CONTRACTOR shall cause all Records to be delivered to RAPS, Inc. as depository.

16. SUBCONTRACTING

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

CONTRACTOR or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.



17. ASSIGNMENT

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

18. INDEMNIFICATION

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

19. COMPLIANCE WITH NON DISCRIMINATION AND EQUAL EMPLOYMENT LAWS

- A. It is RAPS's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. RAPS does not discriminate on the basis of race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical condition, disability, sexual orientation or gender identity in conducting its business. RAPS, INC. prohibits discrimination by its employees, contractors and consultants.
- B. CONTRACTOR assures RAPS that it complies with, and that CONTRACTOR will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by CONTRACTOR to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as RAPS may deem appropriate.

1. CONTRACTOR and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.
  2. CONTRACTOR and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. RAPS and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
  3. CONTRACTOR and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. CONTRACTOR and its subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and its subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  4. CONTRACTOR will include the non-discrimination and equal employment opportunity provisions of this section (provisions 8.1 through B.3 above) in all contracts to perform work funded under this Agreement.
20. FEDERAL CHANGES - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
21. 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.

22. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. RAPS, INC. and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to RAPS, INC., CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

23. 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.

24. SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the its principals, as defined at 49 CFR

29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

25. 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.

26. INSURANCE/NOTIFICATION

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

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

or liability arising from any act or omission by RAPS, INC., its officials, officers or employees. CONTRACTOR shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- B. Workers' Compensation CONTRACTOR warrants that CONTRACTOR has no employees and will not, therefore, be required to provide this coverage. If, during the term of this Agreement, CONTRACTOR does hire any employee that in accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall be insured against liability for Workers' Compensation or undertake self-insurance. CONTRACTOR agrees to comply with such provisions before allowing said employee to perform any work under this Agreement.
- C. Auto Coverage CONTRACTOR owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR's personal transportation only (with no passengers, hazardous materials, or valuable greater than \$5,000.00). In reliance on said representation RAPS, Inc. requires that said personal vehicle have automobile liability insurance coverage in the minimum amount of: a) \$50,000 property damage; b) 250,000 per person; and c) \$500,000 per occurrence.

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

- D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000/claim.
- E. Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions over \$5,000 must be declared to and approved by RAPS, Inc.
- F. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with RAPS, INC. within fifteen (15) days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) days written notice to RAPS, INC. prior to the effective date of such cancellation or change in coverage.

- G. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.
- H. The Commercial General Liability an policy shall provide an endorsement naming RAPS, INC., its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by RAPS, INC. and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance RAPS, INC.

27. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed. CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with RAPS, Inc.'s interest. CONTRACTOR shall immediately notify RAPS, Inc. of any and all potential violations of this Section upon becoming aware of the potential violation.

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

28. STATEMENT OF ECONOMIC INTEREST

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

29. MERGER

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

30. DEFAULT

If CONTRACTOR should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, RAPS, INC. may terminate this Agreement by giving CONTRACTOR written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by

CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, however, that RAPS, INC. may withhold payments not yet made to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due RAPS, INC. from CONTRACTOR is determined.

31. NO WAIVER OF BREACH/TIME

The waiver by RAPS, INC. of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. The failure of RAPS, Inc. to enforce at any time the provisions of this Agreement or to require at any time performance by the CONTRACTOR of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of RAPS, Inc. to enforce these provisions. Time is of the essence in carrying out the duties hereunder.

32. THIRD PARTY BENEFICIARIES

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

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

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

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

34. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. In the performance of these services herein provided for, CONTRACTOR, including CONTRACTOR 's employees and agents, shall act as and be an independent contractor and not an agent or employee of RAPS, Inc.. CONTRACTOR, its employees, agents, and sub-contractors, shall have no power to bind or commit RAPS, Inc. to any decision or course of action, and shall not represent to any person or entity that they have such power. RAPS, Inc. Project Manager has and shall retain the right to exercise full control and supervision of the services. CONTRACTOR has full control over the employment, direction, compensation, and discharge of all persons assisting the CONTRACTOR in the performance of said services hereunder. CONTRACTOR shall be solely responsible for all matters relating to the payment of its employees, including but not

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

35. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

36. TAXES

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

37. FEDERAL TAX FORMS

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

**Regional Analysis and Planning Services, Inc.**

**ATTN: Accounts Payable**

**P.O. Box 2453**

**Seaside, CA 93955**

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

38. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

A. CONTRACTOR shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to RAPS, INC. that CONTRACTOR has and will keep in effect during the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice Contractor's profession and to do the work hereunder.



- B. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to RAPS, INC. for inspection.

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

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

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

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

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

40. CERTIFICATIONS AND ASSURANCES

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

1. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
  2. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
  3. The Americans with Disabilities Act (ADA) of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) which prohibits discrimination on the basis of disability. CONTRACTOR also assures RAPS, Inc. that it complies with the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38), as well as all applicable regulations and guidelines issued pursuant to the ADA.
- B. CONTRACTOR shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in RAPS, Inc.'s OWP. Such assurances shall apply to CONTRACTOR to the same extent as RAPS, INC., and include but are not limited, the following areas:
1. Standard Assurances
  2. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
  3. Drug Free Work Place Agreement
  4. Intergovernmental Review Assurance
  5. Nondiscrimination Assurance
  6. DBE Assurance
  7. Nondiscrimination on the Basis of Disability
  8. Certification and Assurances required by the U.S. Office of Management and Budget
- C. The CONTRACTOR shall require its Subcontractor(s), if applicable, to comply with these Certifications, and agrees to furnish documentation to RAPS, INC. to support this requirement that all of its agreements with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

41. COST PRINCIPLES

- A. CONTRACTOR agrees to comply with the following:
1. the Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments)," shall be used to determine the allowability of individual project cost items, and
  2. the Federal administrative procedures in accordance with 49 Code of Federal

Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments."

- B. Any costs for which CONTRACTOR receives payment or credit that is determined by a subsequent audit or other review by either RAPS, INC., Caltrans or other State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by CONTRACTOR to RAPS, Inc. within thirty (30) days of CONTRACTOR receiving notice of audit findings. Should CONTRACTOR fail to reimburse moneys due RAPS, INC. within thirty (30) days of demand, or within such other period as may be agreed between Parties hereto, RAPS, INC. is authorized to withhold future payments due CONTRACTOR.
- C. CONTRACTOR agrees to furnish documentation to RAPS, INC. to support this requirement that all of its agreements with Subcontractor(s), if applicable, contain provisions requiring adherence to this section in its entirety.

42. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. The CONTRACTOR and its Subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State or DOT-assisted contracts or in the administration of RAPS, INC.'s DBE Program. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as RAPS, INC. deems appropriate.
- B. It is the policy of RAPS, INC., Caltrans, and DOT, that the Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in DOT-assisted contracts. The CONTRACTOR and its Subcontractor(s) shall comply with the requirements of 49 CFR Part 26 and with RAPS, INC.'s DBE Program, as amended.
- C. A "DBE Information Form" is attached hereto and incorporated herein by this reference as Exhibit D. Even if no DBE participation will be reported, the CONTRACTOR shall complete and sign such form at the time this AGREEMENT is executed
- D. During the period of this Agreement, the CONTRACTOR shall maintain records of all applicable subcontracts advertised and entered into germane to this AGREEMENT, documenting the actual DBE participation and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE Subcontractor(s) or vendor, and the total dollar amount actually paid each DBE Subcontractor(s) or vendor. Upon completion of the AGREEMENT, regardless of whether DBE participation is obtained, a summary of the DBE records shall be prepared, certified correct, and submitted on a form that shall be provided by RAPS, INC.

43. FLOW-DOWN PROVISIONS

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

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

44. INTERPRETATION

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

45. CAMPAIGN CONTRIBUTION DISCLOSURE

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

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

RAPS, INC.:

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

**Name:** Maura F. Twomey

**Title:** Chief Executive Officer

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

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

**Name:** Diane C. Eidam

**Title:** Contractor

**Address:** 3510 Lariat Drive Cameron Park, California 95682

**Phone:** (916) 300-2267

APPROVED TO AS TO FORM:

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

Don Freeman, RAPS, INC. Legal Counsel

P.O. Box 805, Carmel CA 93921

**TASK ORDER A. PROJECT TASKS/SERVICES, TIMELINE, AND  
BUDGET – SHASTA REGIONAL TRANSPORTATION AGENCY –  
POLICY AND PROCEDURE DEVELOPMENT**

**AGREEMENT FOR SERVICES:  
REGIONAL ANALYSIS AND PLANNING SERVICES, Inc.  
and EIDAM & ASSOCIATES  
November 6, 2018 – October 31, 2021**

**TASK ORDER A**

**Shasta Regional Transportation Agency: Shasta Procurement Policies and Procedures**

**Budget**

<b><u>Project Staff</u></b>	<b><u>Hours</u></b>	<b><u>Rate</u></b>	<b><u>Total</u></b>
Diane Eidam, Consultant	53	\$85.00	\$4,505.00

**AGREEMENT FOR SERVICES:  
 REGIONAL ANALYSIS AND PLANNING SERVICES, Inc.  
 and EIDAM & ASSOCIATES  
 November 6, 2018 – October 31, 2021**

**TASK ORDER A**

**Shasta Regional Transportation Agency: Shasta Policy and Procedure Development**

**Tasks**

<b>Tasks</b>	<b>Total Estimated Hours</b>	<b>Total Estimated Costs</b>
<b>Develop Agency Procurement Policies and Procedures</b>		
Analyze existing agency processes and delegations through staff interviews and documentation review.	0	
Tailor the RCTF Procurement Manual and forms to meet agency needs.	0	
<b>Provide Procurement Training to Agency Staff</b>		
Prepare training course and materials.	0	
Provide onsite training of agency staff.	0	
<b>Provide technical support to agency staff in the development of policies and procedures.</b>	53	\$4,505
<b>Total</b>	53	\$4,505



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

**AGREEMENT FOR SERVICES:  
REGIONAL ANALYSIS AND PLANNING SERVICES, Inc.  
and EIDAM & ASSOCIATES  
October 2, 2019 – December 31, 2020**

**TASK ORDER B**

**Southern California Association of Government**

**Budget**

<b><u>Project Staff</u></b>	<b><u>Hours</u></b>	<b><u>Rate</u></b>	<b><u>Total</u></b>
Diane Eidam, Consultant	108	\$85.00	\$9,180.00

**AGREEMENT FOR SERVICES:  
 REGIONAL ANALYSIS AND PLANNING SERVICES, Inc.  
 and EIDAM & ASSOCIATES  
 October 2, 2019 – December 31, 2020**

**TASK ORDER B**

**Southern California Association of Governments: Procurement Consulting Services**

**Tasks**

<b>Tasks</b>	<b>Total Estimated Hour</b>	<b>Total Estimated Costs</b>
Provide guidance and assistance with the implementation of SCAG's Caltrans Audit Resolution Plans		
Review and provide suggested edits to proposed changes to SCAG's procurement policies, procedures, forms, and manuals for compliance with state and federal laws and regulations.		
Assist in the development and implementation of streamlined procurement procedures that will allow for the efficient and compliant conduct of procurement activities.		
Provide technical support to SCAG staff in on-going procurement matters.		
<b>Totals</b>	108	\$9,180

**TASK ORDER C. PROJECT TASKS/SERVICES, TIMELINE, AND  
BUDGET – EL DORADO COUNTY TRANSPORTATION  
COMMISSION: UPDATE RCTF ADMINISTRATIVE GUIDEBOOK  
AND TRAINING**

**AGREEMENT FOR SERVICES:  
REGIONAL ANALYSIS AND PLANNING SERVICES, Inc.  
and EIDAM & ASSOCIATES  
July 1, 2020 – January 31 2021**

**TASK ORDER C**

**El Dorado County Transportation Commission:  
Update RCTF Administrative Guidebook and Training**

**Budget**

<b><u>Project Staff</u></b>	<b><u>Hours</u></b>	<b><u>Rate</u></b>	<b><u>Total</u></b>
Diane Eidam, Consultant	85	\$85.00	\$7,225.00

**AGREEMENT FOR SERVICES:  
REGIONAL ANALYSIS AND PLANNING SERVICES, Inc.  
and EIDAM & ASSOCIATES  
July 1, 2020 – January 31, 2021**

**TASK ORDER C**

**El Dorado County Transportation Commission:  
Update RCTF Administrative Guidebook and Training**

**Tasks**

<b>Tasks</b>	<b>Total Estimated Hour</b>	<b>Total Estimated Costs</b>
Update Rural Counties Task Force Administrative Guidebook	69	\$5,865
Provide training to Rural Counties Task Force members	16	\$1,360
<b>Totals</b>	<b>85</b>	<b>\$7,225</b>

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

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

**Selected Expertise**

**Leadership:**

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

**Policy Development and Implementation:**

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

**Working Relations and Communication:**

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

**Professional Experience****Eidam & Associates:**

Provide consulting services to local and regional governments concerning the development of federally complaint policies and procedures and audit resolution.

**Executive Strategic Advisor, Association of Monterey Bay Area Governments:**

Advise AMBAG executive management on policy issues that impact the overall strategic direction and delivery of transportation projects in the region and perform management reviews for the purpose of identifying opportunities to improve the efficiency and effectiveness of AMBAG's operations.

**Interim Executive Director, Association of Monterey Bay Area Governments:**

Reported to the AMBAG Board of Directors and was responsible for the full spectrum of operations. AMBAG's mission is to provide strategic leadership and services to analyze, plan, and implement regional policies for the benefit of the cities and counties of Monterey, San Benito and Santa Cruz.

**Executive Strategic Advisor, San Diego Association of Governments:**

Advise SANDAG executive management on policy issues that impact the overall strategic direction and delivery of transportation projects in the region and perform management reviews for the purpose of identifying opportunities to improve the efficiency and effectiveness of SANDAG's operations.

**Chief Deputy Executive Director, San Diego Association of Governments:**

Reported to the Executive Director of the SANDAG board and was responsible for internal, day to day operations of the organization. SANDAG serves as the forum for regional decision-making. SANDAG builds consensus, makes strategic plans, obtains and allocates resources, plans, engineers, and builds transportation projects, and provides information on a broad range of topics pertinent to the region's quality of life.

**Executive Director, California Transportation Commission:**

Reported to the nine member Commission and was responsible for overseeing Commission programs, staff, and budget. The Commission is responsible for programming and funding several billion dollars annually for transportation projects throughout California in partnership with regional transportation planning agencies and the California Department of Transportation. The Commission is also responsible for advising the California Secretary of Business, Transportation and Housing and the California State Legislature on key transportation policy matters.



**Deputy District Director, Caltrans District 3:**

Provided the management leadership required to plan, organize, direct, and control the administrative activities supporting the California Department of Transportation North Region's project development, deployment and maintenance operations. Provided dual support to District 3 's 1,200 plus positions as well as to the project delivery apparatus in the North Region's 22 counties.

**Deputy Director Caltrans Audits & Investigations:**

Planned, organized, and directed a multidisciplinary audit and investigative staff to provide all auditing and investigative services for the department. Products provided by Audits and Investigations during this tenure generated significant improvements in the way Caltrans did business, millions of dollars in cost recoveries and ensured that the rights of individuals in protected classes were safeguarded.

**Personnel Officer, Caltrans:**

Provided overall management of the department's classification and pay plan; personnel policy and procedure development, revision and implementation.

**Chief, Caltrans Division of Budgets:**

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

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

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

**Education**

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

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

## EXHIBIT B

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

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

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

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

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

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

---

**Name of Firm**

---

**Signature (original signature required)**

---

**Date**

# EXHIBIT C. LEVINE ACT DISCLOSURE STATEMENT

## EXHIBIT C

### LEVINE ACT DISCLOSURE STATEMENT

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

Current members of the RAPS Board of Directors are: (check for current list)

Steve McShane  
Kristen Petersen  
Lance Walker  
Scott Funk

Maura Twomey  
Tom Rowley  
Jennie Sarmiento  
Mark Tognzanni

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

YES  NO

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

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

YES  NO

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

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

---

DATE

---

(SIGNATURE OF AUTHORIZED OFFICIAL)

---

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

---

(TYPE OR WRITE NAME OF COMPANY)

## California Government Code Section 84308

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



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

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

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

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

# REGIONAL ANALYSIS & PLANNING SERVICES, INC.

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

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

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

## MEMORANDUM

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

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

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

**SUBJECT:** Comprehensive Annual Financial Report (CAFR) for FY 2018-2019

**MEETING DATE:** June 25, 2020

### RECOMMENDATION:

Receive a presentation on the Association of Monterey Bay Area Governments (AMBAG) Comprehensive Annual Financial Report (CAFR) for FY 2018-2019. The CAFR includes financial reports for Regional Analysis and Planning Services, Inc. (RAPS), which is presented as a blended component unit.

### BACKGROUND/ DISCUSSION:

Pursuant to AMBAG and RAPS, Inc. by-laws, an independent audit firm performs an annual financial audit and an opinion is issued on AMBAG's financial position as of June 30 of each year. The Comprehensive Annual Financial Report (CAFR) is for the period ending June 30, 2019. AMBAG received an unmodified (clean) opinion.

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

- **Introductory** - this section includes a letter of transmittal, which is an executive summary introducing the financial statements along with other required information.
- **Financial Section and Basic Financial Statements** - these sections have the independent auditors' report from Hayashi and Wayland Accounting and Consulting, LLP; Management's Discussion and Analysis (MD&A), which is managements' overview of AMBAG's financial position; identification of any major issues and projections for the future; the actual financial statements and note disclosures.
- **Required Supplementary Information** - this section includes budgetary comparison schedules for the general fund and for each major fund that has a legally adopted annual budget. This section also includes additional schedules and reporting requirements for Governmental Accounting Standards Board (GASB) Statements No. 45, 68, and 82.

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

**FINANCIAL IMPACT:**

Management's Discussion and Analysis section of the CAFR discloses management's perspective on the financial position of AMBAG and its nonprofit arm, Regional Analysis and Planning Services, Inc. (RAPS) for FY 2018-2019. In the Basic Financial Statements that follow, AMBAG had a positive change in net position of \$61,103 and RAPS, Inc. had a positive change in net position of \$7,904 (see page 42 of the CAFR). The combined change in net position was \$69,007. RAPS, Inc. overall ending net position was a positive \$10,753 (see page 42 of the CAFR).

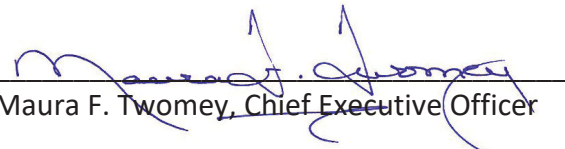
**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

1. Comprehensive Annual Financial Report (CAFR) for FY 2018-2019 is separately enclosed.

**APPROVED BY:**

  
Maura F. Twomey, Chief Executive Officer

# REGIONAL ANALYSIS & PLANNING SERVICES, INC.

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

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

## MEMORANDUM

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

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

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

**SUBJECT:** Financial Update Report

**MEETING DATE:** June 25, 2020

### RECOMMENDATION:

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

### BACKGROUND / DISCUSSION:

The enclosed financial reports are for the 2019-2020 Fiscal Year (FY) and contain the cumulative effect of operations through April 30, 2020. Amounts in the financial update report are unaudited.

El Dorado County Transportation Commission has committed to contracting with RAPS for approximately \$10,000 to update the RTPA Administrative Support Guidebook which RAPS developed 5 years ago. In addition, training on the changes will be provided to staff.

### FINANCIAL IMPACT:

RAPS's Inc., Profit and Loss Statement reflects an excess of revenue over expense of \$683.31 for the period July 1, 2019 through April 30, 2020. The Balance Sheet as of April 30, 2020 reflects a cash balance of \$8,901.38. In addition, the accounts receivable amount is \$13,316.50. Current liabilities total \$10,782.33. The ending fund balance for RAPS is \$11,435.55.

Revenues of \$42,253.73 are primarily for technical, financial and administrative services as follows:

- \$27,823.50 Pajaro River Watershed Flood Prevention Authority (PRWFPA)
- \$ 6,140.23 Southern California Association of Governments Audit Resolution
- \$ 5,140.00 Southern California Association of Governments Procurement Services

- \$ 1,650.00 San Benito County Resource Management Agency Organizational Implementation
- \$ 1,500.00 Monterey Salinas Transit (MST)

Expenditures totaling \$41,570.42 include:

- \$28,746.85 Association of Monterey Bay Area Governments (AMBAG) staff costs for the administration of PRWFPA
- \$ 4,650.44 AMBAG staff costs for technical assistance
- \$ 34.48 Other costs for technical assistance
- \$ 6,715.00 Professional services
- \$ 843.30 General and liability insurance
- \$ 580.35 Fiscal year 2018-2019 audit fieldwork/audited financial statements/tax return filing

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

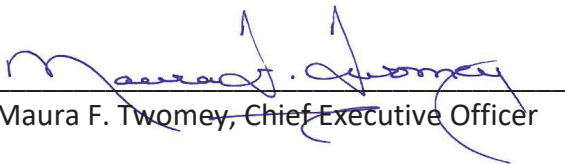
**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

1. Balance Sheet as of April 30, 2020
2. Profit and Loss Statement: July 2019 through April 30, 2020
3. Accounts Receivable Aging Detail as of April 30, 2020
4. Accounts Payable Aging Detail as of April 30, 2020
5. Check Register Detail: July 2019 through April 30, 2020

**APPROVED BY:**



Maura F. Twomey, Chief Executive Officer

**Regional Analysis and Planning Services**  
**Balance Sheet - Attachment 1**  
As of April 30, 2020

	<b>April 30, 2020</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Cash in Bank-Checking	8,901.38
<b>Total Checking/Savings</b>	\$ 8,901.38
<b>Accounts Receivable</b>	
Accounts Receivable	13,316.50
<b>Total Accounts Receivable</b>	\$ 13,316.50
<b>Total Current Assets</b>	\$ 22,217.88
<b>TOTAL ASSETS</b>	<b>\$ 22,217.88</b>
<b>LIABILITIES &amp; FUND BALANCES</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	10,782.33
<b>Total Accounts Payable</b>	\$ 10,782.33
<b>Total Current Liabilities</b>	\$ 10,782.33
<b>Total Liabilities</b>	\$ 10,782.33
<b>Fund Balances</b>	
Beginning Fund Balances	10,752.24
Net Change in Fund Balances	683.31
<b>Total Ending Fund Balances</b>	\$ 11,435.55
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 22,217.88</b>

**Regional Analysis and Planning Services**  
**Profit Loss Statement - Attachment 2**  
**July 2019 through April 2020**

	<u>July 2019 - April 2020</u>
<b>Revenues</b>	
Technical Assistance	1,500.00
Pajaro River Watershed Flood Prevention Authority (PRWFPA) Administration	27,823.50
San Benito County Resource Management Agency Organizational Implementation	1,650.00
Southern California Association of Governments Audit Resolution	6,140.23
Southern California Association of Governments Procurement Services	5,140.00
<b>Total Revenues</b>	<u>\$ 42,253.73</u>
<b>Expenditures</b>	
<b>Association of Monterey Bay Area Governments (AMBAG) Services</b>	
Technical Assistance	2,471.27
Pajaro River Watershed Flood Prevention Authority (PRWFPA) Administration	15,276.25
<b>Total Association of Monterey Bay Area Governments (AMBAG) Services</b>	<u>\$ 17,747.52</u>
<b>Professional Services</b>	
San Benito County Resource Management Agency Organizational Implementation	1,275.00
Southern California Association of Governments Audit Resolution	3,570.00
Southern California Association of Governments Procurement Services	1,870.00
<b>Total Professional Services</b>	<u>\$ 6,715.00</u>
<b>Other Charges</b>	
Insurance	843.30
Administration Expenses	80.35
Audit Fees	500.00
Technical Assistance	34.48
<b>Total Other Charges</b>	<u>\$ 1,458.13</u>
<b>Association of Monterey Bay Area Governments (AMBAG) Indirect</b>	
<b>Administration</b>	
Technical Assistance	2,179.17
Pajaro River Watershed Flood Prevention Authority (PRWFPA) Administration	13,470.60
<b>Total Association of Monterey Bay Area Governments (AMBAG) Indirect</b>	<u>\$ 15,649.77</u>
<b>Total Expenditures</b>	<u>\$ 41,570.42</u>
<b>Net Change in Fund Balances</b>	<u><u>\$ 683.31</u></u>



Regional Analysis and Planning Services  
**A/R Aging Detail - Attachment 3**  
 As of April 30, 2020

Date	Num	Name	Due Date	Open Balance
03/31/2020	1043	PRWFPA	04/30/2020	3,036.00
04/30/2020	1047	SCAG	04/30/2020	2,220.00
04/30/2020	1044	PRWFPA	05/30/2020	2,420.00
01/31/2020	1040	PRWFPA	03/01/2020	1,089.00
02/29/2020	1041	PRWFPA	03/30/2020	3,051.50
04/17/2020	1042	MST	04/17/2020	1,500.00
<b>TOTAL</b>				<b><u><u>\$ 13,316.50</u></u></b>

**PAID** = Reflects payments received subsequent to April 30, 2020.

**Regional Analysis and Planning Services**  
**A/P Aging Detail - Attachment 4**  
**As of April 30, 2020**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Due Date</u>	<u>Open Balance</u>
03/31/2020	4032	AMBAG	04/30/2020	3,057.63
03/31/2020	4031	AMBAG	04/30/2020	1,069.08
04/14/2020	C1814114 SOI 2020	AMBAG	05/14/2020	5.00
04/30/2020	4035	AMBAG	05/30/2020	2,234.62
04/30/2020	4036	AMBAG	05/30/2020	311.24
04/30/2020	2 - SCAG Procurement	Eidam & Associates	05/30/2020	1,190.00
02/29/2020	4029	AMBAG	03/30/2020	2,914.76
<b>TOTAL</b>				<b><u><u>\$ 10,782.33</u></u></b>

Regional Analysis and Planning Services  
 Check Register Detail - Attachment 5

July 2019 - April 2020

Date	Number	Name	Memo	Amount
07/10/2019	1271	Eidam & Associates	Technical Support for period 01/01/2019 - 06/30/2019	4,505.00
09/12/2019	1272	AMBAG	Staff Services	10,614.83
09/12/2019	1273	Eidam & Associates	Technical Support for period 07/01/2019 - 08/31/2019	2,210.00
10/15/2019	1274	AMBAG	Staff Services	651.52
10/15/2019	1275	Non-Profits Ins. Alliance of CA	Policy #2019-12345 2019-2020 Ins.-Commercial Liability (begins 11/06/19)	953.00
11/14/2019	1276	Franchise Tax Board.	Form 199 - FY 2018-19 Filing Fee	10.00
11/14/2019	1277	State of CA - Attorney General	Annual Registration Renewal Fee Report (Form RRF-1) Filing Fee for FY 2018-2019	25.00
01/28/2020	1278	AMBAG	Staff Services	7,850.15
01/28/2020	1279	Eidam & Associates	Technical Support for period 09/01/2019 - 12/31/2019	3,315.00
02/25/2020	1280	AMBAG	Staff Services	14,737.08
<b>TOTAL</b>				<b>\$ 44,871.58</b>

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# REGIONAL ANALYSIS & PLANNING SERVICES, INC.

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

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

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

## MEMORANDUM

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

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

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

**SUBJECT:** Draft FY 2020-2021 Budget

**MEETING DATE:** June 25, 2020

### RECOMMENDATION:

Staff recommends that the Regional Analysis and Planning Services, Inc. (RAPS) Board of Directors approve the Draft FY 2020-2021 Budget.

### BACKGROUND/ DISCUSSION:

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

Pursuant to its by-laws, RAPS, Inc. is required to adopt a financial budget prior to June 30<sup>th</sup> each year. Throughout the year, the Board monitors the budget and approves amendments as needed. Enclosed for consideration and adoption is the Draft FY 2020-2021 Budget. Staff will incorporate any changes to the FY 2020-2021 budget as directed by the Board.

### FINANCIAL IMPACT:

The enclosed FY 2020-2021 RAPS, Inc. Draft Budget distinguishes administrative/technical/financial related activities in four distinct work elements (WE):

- WE 502 – RAPS, Inc. Administration - Includes expenses (staff and other) related to the operation of the non-profit, such as preparation of agendas, financials and tax return information.
- WE 511 – Technical Assistance - Allows RAPS, Inc. to provide a resource for requested technical assistance, social, economic, demographic, and transportation data for Monterey, San Benito, and Santa Cruz Counties as well as other agencies.
- WE 530 – Pajaro River Watershed Flood Prevention Authority (PRWFPA) Administration – RAPS, Inc. provides contracted administrative, financial and technical services to PRWFPA.
- WE 541 – El Dorado County Transportation Commission Update Rural Counties Task Force Administrative Guidebook – RAPS, Inc. provides and update to the Administrative Guidebook previously provided and provides update employee training.
- WE 551 – Southern California Association of Governments (SCAG) Procurement Services – RAPS, Inc. reviews and provides suggested edits to proposed changes to SCAG’s procurement policies, procedures, forms, and manuals for compliance with state and federal laws and regulations. Provides technical support for procurement related issues.
- WE 549 – Shasta Regional Transportation Agency (SRTA) Procurement Policies and Procedures Development – RAPS, Inc. provides contracted administrative, financial and technical services to SRTA to assist in the development of and training of staff on procurement policies and procedures.

The RAPS, Inc. Draft FY 2020-2021 Budget incorporates the aforementioned programs and other revenues and expenses in detail (**see attachment 1**). Information regarding projected revenues and expenditures is provided below.

**REVENUES:** RAPS, Inc. is projecting revenue of \$117,369.

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

A portion of the AMBAG membership dues provides funding for technical assistance to jurisdictions who request these services from RAPS, Inc. Jurisdictions are invoiced for technical assistance in excess of the amount allocated through membership’s dues, which provides revenue to RAPS, Inc. Non-member clients are also provided services for a fee. The Draft FY 2020-2021 Budget reflects \$117,369 in revenue for technical/administrative/financial services as follows:

- AMBAG staff anticipates that it will provide technical assistance to member and non-member agencies in the aggregate amount of \$20,000.
- The PRWFPA Board of Directors reviews and renews its contract with RAPS, Inc. on an annual basis. The services contract was approved at the June 5, 2020 PRWFPA Board of Directors meeting for a not to exceed amount of \$45,000. Duties include but are not limited to Staff Working Group and Board of Director’s agenda preparation and meeting administration; accounting and audit services; and other administrative/technical tasks as assigned.
- The Southern California Association of Governments (SCAG) requested services reviews and provides suggested edits to proposed changes to SCAG’s procurement policies, procedures, forms,

and manuals for compliance with state and federal laws and regulations. Provides technical support for procurement related issues. The initial agreement will be for \$10,000.

- Shasta Regional Transportation Agency (SRTA) requested assistance with the development of their procurement policies and procedures as well as the training of SRTA staff in these policies and procedures. This implementation began in FY 2018-19. The total amount of the agreement remaining for FY 2020-21 for professional services is not to exceed \$8,989.

**EXPENDITURES:** The Board of Directors of RAPS, Inc. operates the non-profit arm on a outsource basis, therefore AMBAG staff provides the day-to-day technical/administrative/financial services. RAPS, Inc. contracts for other professional services. This option reduces fixed costs (i.e., payroll, overhead, employee benefits, etc.) while ensuring the efficient operation of the organization. RAPS, Inc. is projecting expenditures of \$114,780.

Expenditures estimated for FY 2020-2021 include:

- AMBAG Staff Time - \$92,000
- Professional Services - \$20,910
- Other Expenses - \$1,870

The proposed budget for FY 2020-2021 has sufficient revenues to cover expenditures with a small excess of revenue over expenses of \$2,589 projected. The budget is consistent with the purpose of Regional Analysis and Planning Services, (RAPS) Inc., which is to serve local governments and other governmental entities by providing technical and educational services.

**ALTERNATIVES:**

N/A

**ATTACHMENT:**

1. Draft FY 2020-2021 Budget

**APPROVED BY:**

  
Maura F. Twomey, Chief Executive Officer

**Regional Analysis & Planning Services, Inc.**  
**FY 2020-2021**  
**Draft Budget - Attachment 1**

	FY 2019-2020 ADOPTED BUDGET 06/25/19	FY 2019-2020 ACTUAL 04/30/20	FY 2019-2020 BUDGET TO ACTUAL DIFFERENCE	FY 2020-2021 DRAFT 06/25/20
<b>REVENUES</b>				
WE 511 Technical Assistance	\$ 15,000	\$ 1,500	\$ (13,500)	\$ 20,000
WE 530 PRWFPA Administration	\$ 45,000	\$ 27,824	\$ (17,177)	\$ 45,000
WE 541 El Dorado County Transportation Commission	\$ 0	\$ 0	\$ 0	\$ 10,000
WE 546 San Benito County Resource Management Agency Implementation of Organizational Review	\$ 42,261	\$ 1,650	\$ (40,611)	\$ 0
WE 551 SCAG Procurement Services	\$ 0	\$ 5,140	\$ 5,140	\$ 33,380
WE 548 Southern California Association of Governments Audit Resolution	\$ 10,091	\$ 6,140	\$ (3,951)	\$ 0
WE 549 Shasta Regional Transportation Agency Procurement Policies and Procedures Development	\$ 9,519	\$ -	\$ (9,519)	\$ 8,989
<b>Total Revenues</b>	<b>\$ 121,871</b>	<b>\$ 42,254</b>	<b>\$ (79,617)</b>	<b>\$ 117,369</b>
<b>EXPENDITURES</b>				
WE 502 RAPS, Inc. Administration - AMBAG Staff Time	\$ 6,745	\$ 0	\$ (6,745)	\$ 2,000
WE 511 Technical Assistance - Professional Services/AMBAG Staff Time	\$ 20,000	\$ 4,650	\$ (15,350)	\$ 50,000
WE 530 PRWFPA Administration - AMBAG Staff Time	\$ 40,000	\$ 28,747	\$ (11,253)	\$ 40,000
WE 541 El Dorado County Transportation Commission	\$ 0	\$ -	\$ 0	\$ 7,225
WE 546 San Benito County Resource Management Agency Implementation of Organizational Review	\$ 21,335	\$ 1,275	\$ (20,060)	\$ 0
WE 551 SCAG Procurement Services	\$ 0	\$ 1,870	\$ 1,870	\$ 9,180
WE 548 Southern California Association of Governments Audit Resolution	\$ 8,000	\$ 3,570	\$ (4,430)	\$ 0
WE 549 Shasta Regional Transportation Agency Procurement Policies and Procedures Development	\$ 4,505	\$ 0	\$ (4,505)	\$ 4,505
5800 Other Expenses *	\$ 2,446	\$ 1,458	\$ (988)	\$ 1,870
<b>Total Expenditures</b>	<b>\$ 103,031</b>	<b>\$ 41,570</b>	<b>\$ (61,461)</b>	<b>\$ 114,780</b>
<b>Excess of (Revenues) over Expenditures</b>	<b>\$ 18,840</b>	<b>\$ 683</b>	<b>\$ (18,157)</b>	<b>\$ 2,589</b>
* Other Expenses May Consist of:				
Audit/Tax Return Filing	\$ 800	\$ 580	\$ (220)	\$ 650
Insurance	\$ 876	\$ 843	\$ (33)	\$ 900
Printing	\$ 20	\$ -	\$ (20)	\$ 20
Travel	\$ 250	\$ 34	\$ (216)	\$ 100
Miscellaneous/Marketing/Postage	\$ 500	\$ -	\$ (500)	\$ 200
	<b>\$ 2,446</b>	<b>\$ 1,458</b>	<b>\$ (988)</b>	<b>\$ 1,870</b>