

AMBAG

Board of Directors Agenda

Association of Monterey Bay Area Governments

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

Phone: (831) 883-3750

Fax: (831) 883-3755

Email: info@ambag.org



Meeting Via GoToWebinar

DATE: April 14, 2021

TIME: 6:00 PM

Please register for the AMBAG Board of Directors meeting at

<https://attendee.gotowebinar.com/register/2526514307363645710>

The AMBAG Board of Directors The meeting will be conducted via GoToWebinar 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 AMBAG 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 GoToWebinar.

Persons who wish to address the AMBAG Board of Directors on an item to be considered at this meeting are asked to submit comments in writing at info@ambag.org by 5:00 PM, Tuesday, April 13, 2021. The subject line should read "Public Comment for the April 14, 2021 Board of Directors Meeting". The agency clerk will read up to 3 minutes of any public comment submitted.

To participate via GoToWebinar, please register for the April 14, 2021 AMBAG Board of Directors meeting using the following link: <https://attendee.gotowebinar.com/register/2526514307363645710>

You will be provided dial-in information and instructions to join the meeting.

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

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

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

5. PRESENTATIONS

- A. Creating a Rural Regional Energy Network**
Recommended Action: INFORMATION
• Amaury Berteaud, Special Projects Manager

AMBAG Sustainability Program staff will be providing the Board with a presentation on the concept of creating a Rural Regional Energy Network. (Page 5)

6. COMMITTEE REPORTS

- A. Executive/Finance Committee**
Recommended Action: INFORMATION
• President McShane

Receive oral report.

- B. Monterey Bay National Marine Sanctuary (MBNMS) Advisory Council (SAC) Meeting**
Recommended Action: DIRECT
• President McShane

The next meeting is scheduled on April 16, 2021.

- 7. EXECUTIVE DIRECTOR'S REPORT**
Recommended Action: INFORMATION
• Maura Twomey, Executive Director

Receive oral report.

8. CONSENT AGENDA
Recommended Action: APPROVE

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

- A. Draft Minutes of the March 10, 2021 AMBAG Board of Directors Meeting**
• Ana Flores, Senior Executive Assistant

Approve the draft minutes of the March 10, 2021 AMBAG Board of Directors meeting. (Page 9)

- B. AMBAG Regional Clearinghouse Monthly Newsletter**
• Miranda Taylor, Planner

Accept the clearinghouse monthly newsletter. (Page 15)

- C. AMBAG Sustainability Program Update**
- Amaury Berteaud, Special Projects Manager

Accept the AMBAG Sustainability Program update. (Page 21)

- D. 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy: Draft Revenue Constrained Scenario**
- Heather Adamson, Director of Planning

Approve the draft Revenue Constrained Scenario for use in preparing the draft 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). (Page 25)

- E. Draft Amendment No. 3 to the FY 2020-21 Monterey Bay Region Overall Work Program (OWP) and Budget**
- Bhupendra Patel, Ph.D., Director of Modeling

Approve Draft Amendment No. 3 to the FY 2020-21 OWP and Budget. (Page 29)

- F. Regional Travel Demand Model Technical Support Services Contract**
- Gina Schmidt, GIS Coordinator

Approve the Regional Travel Demand Model Technical Support Services Contract with Caliper Corporation and authorize the Executive Director to negotiate and execute the agreement for an amount not to exceed \$250,000. (Page 31)

- G. Financial Update Report**
- Errol Osteraa, Director of Finance & Administration

Accept the financial update report which provides an update on AMBAG's current financial position and accompanying financial statements. (Page 77)

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

10. PLANNING

- A. California State Transportation Agency's Draft Climate Action Plan for Transportation Infrastructure (CAPTI)**
Recommended Action: INFORMATION
- Heather Adamson, Director of Planning

Receive a presentation on California State Transportation Agency's (CalSTA) Draft Climate Action Plan for Transportation Infrastructure (CAPTI). (Page 83)

11. ADJOURNMENT

REFERENCE ITEMS:

- A. 2021 Calendar of Meetings (Page 95)
- B. Acronym Guide (Page 97)

NEXT MEETING:

The 2021 AMBAG Board of Directors meeting locations are subject to change and may be held remotely in light of Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak and in accordance with Executive Order N-29-20 and the shelter in place directives.

Date: May 12, 2021

Location: GoToWebinar

Executive/Finance Committee Meeting: 5:00 PM

Board of Directors Meeting: 6:00 PM

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



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Amaury Berteaud, Special Projects Manager

SUBJECT: Creating a Rural Regional Energy Network

MEETING DATE: April 14, 2021

RECOMMENDATION:

AMBAG Sustainability Program staff will be providing the Board with a presentation on the concept of creating a Rural Regional Energy Network.

BACKGROUND/ DISCUSSION:

Energy Efficiency programs like AMBAG Energy Watch are funded by the California Public Utilities Commission with a public goods charge that each consumers pays on their electricity bill. The concept behind having consumers fund energy efficiency is based on the understanding that reductions in energy usage created by energy efficiency programs are cheaper than the cost of building new power plants to meet additional electricity demand. Traditionally, investor owned utilities have been tasked by the California Public Utilities Commission with collecting the public goods charge as well as to design and manage energy efficiency programs to meet energy reductions goals in a cost effective manners. The Local Government Partnerships programs are one of the many types of programs designed and administered by investor owned utilities.

In order to be funded by the California Public Utilities Commission, traditional energy efficiency programs must meet stringent cost effectiveness requirements. This has led the investor owned utilities to design programs with very strict guidelines relating to what measures and what types of customers can be supported. As a result fewer programs are designed in certain sectors such as the residential sector, where it is difficult to meet the cost effectiveness requirements. Within individual programs, this can also incentivize implementers to focus on larger scale projects that produce more energy efficiency savings relative to project management and marketing costs. Finally, because programs are often intended to function for the entire investor owned utility

territory, they are often designed to work primarily in large urban centers and as such do not always reflect the realities of working in smaller rural communities.

In the early 2010s, the California Public Utilities Commission envisioned a new type of program called Regional Energy Networks (RENs). RENs were created as an innovative framework for local governments to design and administer energy efficiency programs and report directly to the commission. The goal was for the regional energy networks to create energy efficiency programs that would serve customers not otherwise served by the investor owned utility programs. Crucially, programs administered by regional energy networks were not bound to the same strict cost effectiveness requirements as traditional energy efficiency programs. In 2012, the California Public Utilities Commission allowed two RENs to begin operations as pilot initiatives: BayREN and SoCalREN. BayREN started operating in the in the San Francisco Bay Area, was administered by ABAG, and deployed single and multifamily residential energy efficiency programs. SoCalREN started operating in counties served by both Southern California Edison and SoCal Gas and was administered by the county of Los Angeles. Following the success of these two programs in 2018 and 2019, the California Public Utilities Commission issued decisions opening the way for the creation of new RENs and making the two pilot RENs permanent.

In 2015, AMBAG was one of the founding members of the Rural Hard to Reach Working Group. The Rural Hard to Reach Group is composed of energy efficiency program implementers dedicated to the mission of bringing energy efficiency opportunities to rural communities throughout California. In the past year, AMBAG staff has been working with these partners to develop the concept of creating a Rural Regional Energy Network (RuralREN). A Rural Hard to Reach partner, the Redwood Coast Energy Authority, has offered to act as the RuralREN administrator, taking on the burden of regulatory engagement and compliance with the California Public Utilities Commission reporting requirements. AMBAG's role would be to design and implement energy efficiency programs in our region. The initial year one budget estimate for the RuralREN is \$20 million, with an AMBAG sub allocation of \$2 million.

By participating in the creation of a RuralREN and designing programs tailored the needs of our community, AMBAG staff hopes to bring new funding and expanded energy efficiency support to our region. The goal is for RuralREN programs to be designed by rural communities, in rural communities, and for rural communities. This approach will ensure that resources are deployed to customers who traditionally have had the least access while also demonstrating that rural communities have deep potential to help meet California's energy efficiency goals. Once the initial RuralREN programs demonstrate success even more programs could then be deployed, further increasing funding and support for the AMBAG region.

AMBAG staff is currently working with rural hard to reach partners to develop a memorandum of understanding to define the shared goals and objectives of the

RuralREN. The RuralREN memorandum of understanding will also establish the necessary administrative and governance structure to promote a cooperative and successful implementation of future RuralREN activities. AMBAG staff will bring the RuralREN memorandum of understanding for approval at the May 12, 2021 AMBAG board meeting. Once the memorandum is approved by all rural hard to reach partners, work will begin on designing a formal business plan for the Rural Regional Energy Network. Rural hard to reach partners will provide a presentation to the California Energy Efficiency Coordinating Council on the concept of a RuralREN in June 2021 and then submit the RuralREN business plan to the California Public Utilities Commission in September 2021. If the business plan is approved, AMBAG staff will then work with regional and rural hard to reach partners to design programs and submit proposed implementation plans to the California Public Utilities Commission. Once the implementation plans are approved and the Commission authorizes funds to be disbursed, the RuralREN programs will officially start. The current target date for the start of RuralREN program implementation is January 1, 2023.

ALTERNATIVES:

None.

FINANCIAL IMPACT:

None.

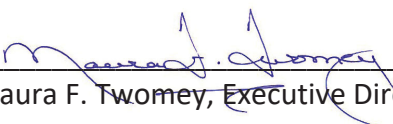
COORDINATION:

AMBAG is working with the rural hard to reach partners to create a Rural Regional Energy Network. RHTR partners include: Kern, San Luis Obispo, and Ventura County, the High Sierra Energy Foundation, the Redwood Coast Energy Authority, the San Joaquin Valley Clean Energy Organization, and the Sierra Business Council.

ATTACHMENTS:

None.

APPROVED BY:


Maura F. Twomey, Executive Director

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

March 10, 2021

1. CALL TO ORDER

The Board of Directors of the Association of Monterey Bay Area Governments, President, Steve McShane presiding, convened at 6:00 p.m. Wednesday, March 10, 2021 via GoToWebinar.

2. ROLL CALL

| <u>AMBAG Board of Directors</u> | | | |
|--|-----------------------|-----------------------------------|-----------------------|
| PRESENT: | | | |
| Agency | Representative | Agency | Representative |
| Capitola | Kristen Petersen | Watsonville | Eduardo Montesino |
| Carmel-by-the-Sea | Karen Ferlito | County of Monterey | Mary Adams |
| Del Rey Oaks | Kim Shirley | County of Monterey | John Phillips |
| Gonzales | Scott Funk | County of Santa Cruz | Greg Caput |
| Greenfield | Lance Walker | County of Santa Cruz | Manu Koenig |
| Hollister | Rick Perez (6:21) | County of San Benito | Mark Medina |
| King City | Carlos Victoria | County of San Benito | Bob Tiffany |
| Marina | Lisa Berkley | | |
| Monterey | Ed Smith | <u>Ex-Officio Members:</u> | |
| Pacific Grove | Jenny McAdams | 3CE | Robert Shaw |
| Salinas | Steve McShane | Caltrans, District 5 | Scott Eades |
| San Juan Bautista | John Freeman | MBARD | Richard Stedman |
| Sand City | Mary Ann Carbone | MPAD | Michael LaPier |
| Santa Cruz | Justin Cummings | MST | Lisa Rheinheimer |
| Scotts Valley | Derek Timm | SBtCOG | Mary Gilbert |
| Seaside | Jon Wizard | SCCRTC | Amy Naranjo |
| Soledad | Carla Strobridge | SC METRO | John Urgo |
| | | TAMC | Debbie Hale |
| ABSENT: | | | |
| None. | | | |

Others Present: Dawn Hayes, MBNMS; John Baker, CPUC; Cesar Flores, City of San Juan Bautista; Lowell Hurst, City of Watsonville; Kathy Biala, City of Marina; Colleen Courtney, County of Monterey; Diane Eidam, Retired Annuitant; Madilyn Jacobson, TAMC; Heather Adamson, Director of Planning; Bhupendra Patel, Director of Modeling; Bobbie Grant, Office Assistant; Will Condon, Planner; Gina Schmidt, GIS Coordinator; Amaury Berteaud, Special Projects Manager; Sasha Tepedelenova, Associate Planner; Maura Twomey, Executive Director; and Ana Flores, Senior Executive Assistant.

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

There were no written comments or oral comments from the public.

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

There were no oral communications from the Board.

5. PRESENTATIONS

A. MBNMS Sanctuary Management Plan

Dawn Hayes, Acting MBNMS Superintendent gave a report on the MBNMS Sanctuary Management Plan. The public comment period for the Management Plan review update was July 6, 2020 to September 4, 2020. There were 3 public meetings with 117 participants. The MBNMs received 107 comments through the public meetings and 52 comments on Regulations.gov. The proposed regulatory changes are 1) reducing the required condition to operate the MPWC at the Mavericks from high surf warning to a high surf advisory; 2) moving the boundaries for 4 year round MPWC zones closer to shore; 3) clarifying the beneficial use of suitable ocean-dredged material for habitat restoration purposes within the MBNMS is fundamentally different from disposal of dredged material below the mean high water line; and 4) noticing the expected Department of Defense activities at the Davidson Seamount Management Zone. The majority of the comments received by the MBNMS focused on 1) need for wildlife and habitat protection; 2) reducing marine debris; 3) opposition to offshore wind energy projects; 4) support for education programs; 5) increasing research and monitoring; 6) research at Davidson Seamount; 7) addressing climate change; 8) improving water quality; and 9) support for the MBNMS's stakeholder engagement processes. Brief discussion followed.

6. COMMITTEE REPORTS

A. Executive/Finance Committee

President McShane reported that the Executive/Finance Committee approved the consent agenda that included 1) the minutes of the February 10, 2021 meeting; 2) list of warrants as of December 31, 2020; and 3) accounts receivable as of December 31, 2020. The Executive/Finance Committee also received the 1) financial update report from Maura Twomey, Executive Director; and 2) the Draft FY 2021-22 Monterey Bay Region Overall Work Program and Budget from Maura Twomey, Executive Director.

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

President McShane reported that SAC received the Superintendent's Report. Despite the limitations of COVID-19, the Acting Superintendent reported that the Sanctuary has provided a robust education program this year, including serving 463 students in the Distance Learning Program and continuing support to teachers. The Charter Review Sub-Committee presented the recommended and required changes to the MBNMS Advisory Council Charter and they were approved by the SAC. The 2021 Advisory Council Work Plan was presented. Some of the topics scheduled for this year include 1) marine mammal interactions; 2) whale mortality; 3) sea level rise; 4) climate change; 5) kelp restoration; 6) environmental justice; and 7) microfiber pollution

research. The SAC also received a presentation on the comments to the Draft Management Plan and an update on the Management Plan process.

7. EXECUTIVE DIRECTOR'S REPORT

Maura Twomey, Executive Director reported that Director Berkley and Director Funk will be attending the Annual Regional Leadership Forum on March 22nd and 23rd. The Forum will be held virtually and include sessions on issues of regional concern, including a Federal Policy Overview presented by former Department of Transportation Secretary Anthony Foxx. Ms. Twomey reported that the California Transportation Agency released its draft Climate Action Plan for Transportation Infrastructure, focused on implementing the Governor's Executive order N-19-19, which directs state agencies to leverage state transportation funds to help meet the state's climate goals and Executive Order N-79-20 which requires all new cars sold in the state to be Zero Emission by 2035. Staff will be reviewing the draft and make a presentation to the Board at their April 2021 meeting.

8. CONSENT AGENDA

A. Draft Minutes of the February 10, 2021 AMBAG Board of Directors Meeting

The draft minutes of the February 10, 2021 AMBAG Board of Directors meeting were approved.

B. AMBAG Regional Clearinghouse Monthly Newsletter

The AMBAG Regional Clearinghouse Monthly Newsletter was accepted.

C. AMBAG Sustainability Program Update

The AMBAG Sustainability Program Update was accepted.

D. 2021 Title VI Plan Development

The update on the 2021 Title VI/LEP Plan Development Process was accepted.

E. Delegation of Authority to Negotiate and Execute Agreement for Purchase of 2020/2021 Nissan Leaf Electric Vehicle

The Executive Director to enter into agreement to purchase a 2020/2021 Nissan Leaf Electric Vehicle (EV) in order to use the awarded \$10,000 AB2766 Monterey Bay Air Resources District EV Voucher was authorized.

F. Financial Update Report

The financial update report was accepted.

Motion made by Director Berkley seconded by Director Caputo to approve the consent agenda. The motion passed unanimously.

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

None.

10. ADMINISTRATION

A. Draft FY 2021-22 Monterey Bay Region Overall Work Program (OWP) and Budget

Bhupendra Patel, Director of Modeling gave a presentation on the draft FY 2021-22 OWP and Budget. The FY 2021-22 OWP is 1) a federally required document to receive federal funds; 2) covers all AMBAG work programs and activities; 3) used as a project management tool by staff; 4) implements 10 Federal Planning Factors; and 5) implements the AMBAG Board adopted priorities; a) Modeling and Research, b) Planning and Forecasts; c) Sustainable Development Strategies; and d) Collaborative Planning and Implementation. The FY 2021-22 OWP highlights are 1) Development and management of current and future year OWP; 2) Regional coordination and consultation; 3) Public Participation activities for the MTP/SCS, MTIP, and other projects; 4) GIS data collection, analysis, GIS Web portal and member services; 5) update and apply AMBAG Regional Travel Demand Model for the 2045 MTP/SCS and corridor/project analysis; 6) REAP support grant program for housing; 7) monitoring and reporting Transportation Performance Management (TPM); 8) development and coordination of Regional Housing Need Assessment (RHNA) and coordination with local jurisdictions; 9) development and adoption of the 2045 MTP/SCS; 10) management of the MTIP for FFY 2020-21 to FFY 2023-24; 11) highway and transit corridor planning and management studies; 12) Greenhouse Gas Inventories for local communities; and 13) provide technical assistance under RAPS, Inc. Dr. Patel reported that the draft FY 2021 – 2022 OWP and Budget will be brought back to the May 2021 AMBAG Board of Directors for adoption. Dr. Patel gave an overview of the draft FY 2021-22 Budget. The funding highlights are 1) it's a balanced budget pursuant to the AMBAG By-Laws; 2) there is no change to total member dues; and 3) revenue by source a) Federal: \$ 2,047,345; b) State: \$7,300,537; c) Local: \$522,500. The expenditure highlights are 1) staff level is maintained equivalent to current year; 2) includes a 2% COLA; 3) there is a reduction in professional services due to project/grant closeout; 4) the General Fund expenditures include costs that are not eligible for Federal reimbursement, such as, interest, fees, and cash match to meet federal/state grant requirements; and 5) continued use of toll credits preserves the General Funds. Brief discussion followed.

11. PLANNING

A. 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy Draft Revenue Constrained Scenario

Heather Adamson, Director of Planning gave a presentation on the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) draft revenue constrained scenario. The MTP/SCS 1) is a long range plan for transportation investments; 2) is required by federal and state law to be prepared every four years; 3) must provide a 20+ year horizon planning period; 4) is scheduled for adoption in 2022; and 5) highlights a number of key components under development. Staff has worked with the local jurisdictions to update current and future land uses that will be included in the 2045 MTP/SCS using PlaceType maps. Ms. Adamson reported that staff coordinated with the RTPA's to update the transportation list that will be included in the 2045

MTP/SCS. All projects that will use federal or state funds must be included in the 2045 MTP/SCS. The project lists include 1) active transportation; 2) maintenance and rehabilitation projects; 3) transit projects⁰ and 4) roadway projects. Staff also worked with our transportation partners to develop financial assumptions. The financial assumptions guide how much local, state and federal funding will be reasonably available for the transportation investments included in the 2045 MTP/SCS. The draft 2045 MTP/SCS transportation revenue breakdown by county are 1) County of Monterey will received \$6.7 billion; 2) County of San Benito will receive \$1.5 billion; 3) County of Santa Cruz will receive \$5 billion; and 4) AMBAG region total is \$13.2 billion. Ms. Adamson reported that the draft revenue constrained scenario is the basis of the 2045 MTP/SCS and its EIR. The transportation projects provided to AMBAG from the local jurisdictions and land use inputs make up the revenue constrained scenario. The revenue constrained scenario will be evaluated using the Regional Travel Demand Model and the Board approved performance measures. Staff is currently working on the development of the Programmatic Environmental Impact Report (EIR). AMBAG is the lead for developing the EIR in coordination with the RTPA's. The EIR Project Team is developing assumptions and alternatives in the spring 2021 for the draft EIR. The draft EIR is scheduled to be released for public comment in late 2021. Staff also continues to implement the outreach strategies included in the Public Involvement plan. Public workshops will be held on the development of the MTP/SCS virtually in May 2021. The next steps are 1) finalize the Revenue Constrained Scenario with Board acceptance in April 2021; 2) begin modeling and performance measures analysis; 3) continued public participation; and 4) develop the draft MTP/SCS and draft EIR.

12. ADJOURNMENT

The Board of Directors meeting adjourned at 6:47 PM.

Steve McShane, President

Maura F. Twomey, Executive Director

DRAFT
AMBAG BOARD OF DIRECTORS MEETING ATTENDANCE & VOTING RECORD
BOARD MEETING DATE: March 10, 2021

| Attendance (X= Present; AB= Absent) Voting (Y= Yes; N=No; A=Abstain) | | | |
|---|-------------------|------------|---------|
| MEMBER | AMBAG REP | Attendance | Item# 8 |
| Capitola | Kristen Petersen | X | Y |
| Carmel-by-the-Sea | Karen Ferlito | X | Y |
| Del Rey Oaks | Kim Shirley | X | Y |
| Gonzales | Scott Funk | X | Y |
| Greenfield | Lance Walker | X | Y |
| Hollister | Rick Perez | X | Y |
| King City | Carlos Victoria | X | Y |
| Marina | Lisa Berkley | X | Y |
| Monterey | Ed Smith | X | Y |
| Pacific Grove | Jenny McAdams | X | Y |
| Salinas | Steve McShane | X | Y |
| San Juan Bautista | John Freeman | X | Y |
| Sand City | Mary Ann Carbone | X | Y |
| Santa Cruz | Justin Cummings | X | Y |
| Scotts Valley | Derek Timm | X | Y |
| Seaside | Jon Wizard | X | Y |
| Soledad | Carla Strobridge | X | Y |
| Watsonville | Eduardo Montesino | X | Y |
| County-Monterey | Mary Adams | X | Y |
| County-Monterey | John Phillips | X | Y |
| County-Santa Cruz | Manu Koenig | X | Y |
| County-Santa Cruz | Greg Caput | X | Y |
| County-San Benito | Bob Tiffany | X | Y |
| County-San Benito | Mark Medina | X | Y |

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



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Miranda Taylor, Planner

SUBJECT: AMBAG Regional Clearinghouse Monthly Newsletter

MEETING DATE: April 14, 2021

RECOMMENDATION:

It is recommended that the Board of Directors accept the March 2021 Clearinghouse monthly newsletter.

BACKGROUND/DISCUSSION:

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

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

FINANCIAL IMPACT:

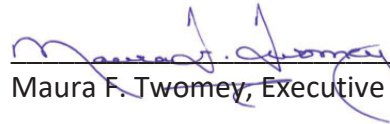
There is no direct financial impact. Staff time for monitoring clearinghouse activities is incorporated into the current AMBAG Overall Work Program and budget.

COORDINATION:

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

ATTACHMENT:

1. Monthly Newsletter - Clearinghouse items March 1– March 31, 2021

APPROVED BY:

Maura F. Twomey, Executive Director

Attachment 1

AMBAG REGIONAL CLEARINGHOUSE

The AMBAG Board of Directors will review these items on 4/14/2021

Association of Monterey Bay Area Governments P.O. Box 2453, Seaside, CA 93955 / 831.883.3750

ENVIRONMENTAL DOCUMENTS

| |
|---|
| 20210402 – MST SURF! Busway and Bus Rapid Transit Project |
| Monterey-Salinas Transit Michelle Overmeyer 831-264-5877 |
| Notice of Intent (NOI) Mitigated Negative Declaration (MND) |
| The project intends to reduce inter-regional commute traffic on Highway 1, expand the region's alternative transportation options, improve overall mobility for residents and visitors, reduce mobile source and greenhouse gas emissions, and provide connectivity to commercial, education medical land uses, as well as regional bicycle and pedestrian trail systems. The project would upgrade existing intersection traffic and safety controls, as well as bicycle and pedestrian path improvements; construct busway lanes and necessary improvements within the TAMC Monterey Branch Line right-of-way; construct a new transit station and other amenities on MST property near 5th Street east of Highway 1; construct a new roundabout in the public right of way at California Avenue and Highway 1 southbound ramp in Sand City; and construction a stop at Playa Avenue in Sand City where SURF! riders could connect to the existing bus network. |
| Project is located in Monterey County Parcel: N/A |
| Public hearing information: https://zoom.us/j/93499251302?pwd=KzhhdGo2SlluS0Vkv0VZUGwvWGIRdz095/10/2021@10:00am |
| Public review period ends: Sunday, April 11, 2021 |

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|---|
| 20210304 – SURF! Busway and Bus Rapid Transit Project |
| Monterey-Salinas Transit Michelle Overmeyer 831-264-5877 |
| Notice of Intent (NOI) Mitigated Negative Declaration (MND) |
| The project intends to reduce inter-regional commute traffic on Highway 1, expand the region's alternative transportation options, improve overall mobility for residents and visitors, reduce mobile source and greenhouse gas emissions, and provide connectivity to commercial, education medical land uses, as well as regional bicycle and pedestrian trail systems. The project would upgrade existing intersection traffic and safety controls, as well as bicycle and pedestrian path improvements; construct busway lanes and necessary improvements within the TAMC Monterey Branch Line right-of-way; construct a new transit station and other amenities on MST property near 5th Street east of Highway 1; construct a new roundabout in the public right of way at California Avenue and Highway 1 southbound ramp in Sand City; and construction a stop at Playa Avenue in Sand City where SURF! riders could connect to the existing bus network. |
| The project is located in Monterey County Parcel: N/A |
| Public Hearing Information: https://zoom.us/j/93499251302?pwd=KzhhdGp2SlluS0Vkv0VZUGwvWGIRdz09 5/10/2021 @ 10:00 am. |
| Public review period ends: Sunday, April 11, 2021 |

| |
|--|
| 20210404 – San Carlos School Gymnasium |
| City of Monterey Kimberly Cole, AICP 831-646-3759 |
| Notice of Intent (NOI) Mitigated Negative Declaration (MND) |
| The project proposes to demolish the existing gymnasium/social hall (3,100 sq.ft. approximately) and replace it with a new gymnasium {8,796 sq.ft. first floor+ 2,800 sq.ft. second floor = 11,600 square feet approximately). The existing parking lot will be restriped. The project site is 2.72 acres and encompasses various school uses- parking lot, athletic fields and meeting hall. Adjacent uses include YMCA commercial offices and single family homes. |
| The project is located in Monterey County Parcel: N/A |
| Public Hearing Information: Online/Zoom 5/11/2021 @ 4:00 pm. |
| Public review period ends: Monday, April 19, 2021 |

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|---|
| 20210303 – 26195 Scenic Holdings LLC |
| Monterey County Jaime Scott Guthrie 831-796-6414 |
| Notice of Intent (NOI) Mitigated Negative Declaration (MND) |
| The proposed project is for construction of a 1,035 sq. ft. single-story single family dwelling on a 6,671 sq. ft. parcel (APN 009-422-023-000) located 400 feet south of Carmel-by-the-Sea city limits and within the Carmel Area Land Use Plan (LUP) in unincorporated Monterey County. The project site address is 26195 Scenic Road, located across the street from Carmel Beach to the north and adjacent to the historic Kuster House property to the southeast. Existing development consists of a 426 sq. ft. garage that will remain in situ and a 1,268 sq. ft. paved patio that will be replaced by the new residential structure. A total of 719 sq. ft. of impervious site coverage would be added to the existing 2,079 sq. ft. (garage, patio, driveway) for a total 2,798 sq. ft. (garage, house, driveway, patio) of impervious site coverage. The project would involve grading, subsequent construction of the residence, and associated site improvements. Construction includes 5 cubic yards of cut and 65 cubic yards of fill. |
| The project is located in Monterey County Parcel: 009422023000 |
| Public Hearing Information: Zoom Meeting 3/31/2021 @ 9:00 am. |
| Public review period ends: Monday, March 29, 2021 |

| |
|--|
| 20210401 – 2101 North Fremont Street Hotel Redevelopment |
| City of Monterey Chris Schmidt 831-646-3885 |
| Notice of Intent (NOI) Mitigated Negative Declaration (MND) |
| The project proposes the demolition of an existing 1-story, 18 guest room hotel and 134-seat restaurant and the construction of a new 25,000 square-foot, 4-story, 42 guest room branded hotel and 42-space parking lot. The project will require approximately 1,010 cubic yards of exported material (e.g. cut) during grading. The project site is not located on any of the lists enumerated under Section 65962.5 of the Government Code including, but not limited to lists of hazardous waste facilities, land designated as hazardous waste disposal sites, and the information in the Hazardous Waste and Substances Statement required under subdivision f) of that section. |
| The project is located in Monterey County Parcel: 008131015 |
| Public Hearing Information: Zoom/Online 4/27/2021 @ 4:00 pm. |
| Public review period ends: Friday, April 16, 2021 |

| |
|--|
| 20210403 – Bay Village Planned Development Ten Lot Residential Subdivision |
| City of Scotts Valley, Community Paula Bradley 831-345-5482 |
| Notice of Public Hearing Mitigated Negative Declaration (MND) Notice of Intent (NOI) |
| The proposed Bay Village Planned Development Project (the project) would construct 10 residential units comprised of six single-family homes and two duplex/duet-style units on a 1.04 acre (45,245 square feet (sf)) parcel. The project site consists of two existing lots that would be subdivided into ten lots and two common lots. The residential lots would range in size from 2,750 sf to 3,691 sf, with a common lot area where the riparian woodland area is located (Lot B - 10,681 sf) and a common lot for a new roadway for access to seven of the new residences (Lot A - 3,557 sf). |
| The project is located in Santa Cruz County Parcel: 02248118 |
| Public Hearing Information: Zoom/Online 5/13/2021 @ 6:00 pm. |
| Public review period ends: Friday, April 23, 2021 |

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



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Amaury Berteaud, Special Projects Manager

SUBJECT: AMBAG Sustainability Program Update

MEETING DATE: April 14, 2021

RECOMMENDATION:

It is recommended the Board of Directors accept this report.

BACKGROUND/ DISCUSSION:

AMBAG Sustainability Program Elements

Energy Efficiency Program Development

AMBAG is a founding member of the Rural and Hard to Reach (RHTR) working group, which was created in 2015 to promote the deployment of energy efficiency resources to California's rural communities. In the past year AMBAG staff has been working with other RHTR members to develop the concept of creating a Regional Energy Network (REN). Regional Energy Networks are entities which submit business plans to the California Public Utilities Commission (CPUC) to obtain ratepayer funds and implement energy efficiency programs. The RHTR working group is developing such a business plan in order to implement programs as a new Regional Energy Network, the RuralREN. If approved by the CPUC, the RuralREN would bring resources to the region, assisting residents, businesses, and public agencies in completing energy efficiency projects and sustainability initiatives.

Currently, RHTR partners are finalizing a Memorandum of Understanding (MOU) which would be the first step in the creation of a RuralREN. Once this MOU is finalized, RHTR partners plan to provide a presentation at the June meeting of the California Energy Efficiency Coordinating Council (CAEECC). This will allow RHTR to gather feedback on the concept of the RuralREN before the RuralREN business plan is submitted to the CPUC in the fall of 2021. If the business plan is approved, RHTR partners will then create detailed program design documents and implementation plans which are necessary before programs are allowed to move forward. Currently, it is projected that RuralREN programs will begin to operate on January 1, 2023.

Central California Energy Watch Program implementation in Monterey County

The AMBAG Sustainability Program is acting as a sub consultant to the San Joaquin Valley Clean Energy Organization (SJVCEO) to implement the Central California Energy Watch (CCEW) program in Monterey County. AMBAG staff is conducting outreach to public sector agencies and school districts to inform them on this new program, drive program enrollment, and provide energy efficiency technical assistance services. Current efforts are focused on contacting jurisdictions and school districts to have initial conversations about their energy efficiency needs and how the CCEW program can provide support.

School Districts

The State of California, over five years, has been releasing funding through the Proposition 39: California Clean Energy Jobs Act to help schools implement energy efficiency and conservation. To receive this funding, the school districts must comply with the Proposition 39: California Clean Energy Jobs Act – 2013 Program Implementation Guidelines. These guidelines include requirements such as completing energy benchmarks of school facilities, identifying potential energy projects, creating efficiency metrics related to the projects, submitting a funding application to the California Energy Commission called an Energy Expenditure Plan, completing annual reports, and submitting a final project completion report. On May 13, 2020, the California Energy Commission extended the Proposition 39 program by one year as a result of the ongoing COVID-19 pandemic. The deadline to complete projects was extended to June 30, 2021, and the deadline to complete the final project completion reports was extended to June 30, 2022.

AMBAG staff is working on an ongoing basis with eight school districts to submit amendments to their Proposition 39 Energy Expenditure Plans. As per the California Energy Commission guidelines school districts and charter schools have to amend their plans when the costs or scope of projects change by more than fifteen percent. Because the proposition 39 program is entering its final years, school districts only have until June 30th 2021 to complete amendments. AMBAG staff is working with all of our school districts partners to ensure every school district which needs to complete an amendment is able to do so before the June 30th deadline. AMBAG staff is also working with eight school districts to complete their final project completion report. As part of this process AMBAG staff is gathering benchmarking data and creating the necessary report to obtain California Energy Commission staff approval.

Greenhouse Gas Inventories and Climate Action Planning

AMBAG staff works to complete Greenhouse Gas (GHG) Inventories for all AMBAG Jurisdictions. Staff completed Community-wide GHG Inventories for all jurisdictions in 2005, 2009, 2010 and 2015 as well as a baseline Municipal GHG Inventories for all AMBAG jurisdictions in 2005. AMBAG staff has also been able to use the inventories to create a regional roll-up inventory and assist jurisdictions with climate action planning activities.

As part of an MOU with AMBAG, Central Coast Community Energy (formerly Monterey Bay Community Power) has allocated funding for AMBAG to develop 2018, 2019, and 2020 Community-wide GHG Inventories for all of its member jurisdictions over the next three years. This will allow AMBAG to continue providing GHG inventories to our jurisdictions and enable continued climate action on the central coast.

As Part of an MOU with the San Luis Obispo Air Pollution Control District (SLOAPCD) and the San Luis Obispo Council of Governments (SLOCOG), SLOAPCD and SLOCOG have allocated funding for AMBAG to prepare 2018 Community-wide GHG Inventories for the cities of Arroyo Grande, Atascadero, Grover Beach, Paso Robles and the County of San Luis Obispo.

In the last month AMBAG has been finalizing the 2018 Community-wide GHG inventory reports and presenting the inventories at public meetings. AMBAG staff has also continued to gather data for the 2019 community wide GHG inventories and has begun to input the 2019 data into the ClearPath online platform in order to calculate emissions.

ALTERNATIVES:

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

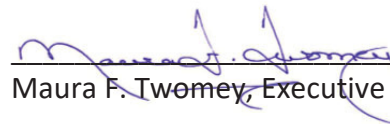
FINANCIAL IMPACT:

The budget is fully funded under the 2019 Energy Watch contract with PG&E, the AMBAG 3CE MOU, the AMBAG, SLOAPCD and SLOCOG MOU, a technical services agreement with the County of Santa Barbara, a sub consultant agreement with the SJVCEO, and SB1 Planning Funds. All funding is programmed in the FY 2020-21 Overall Work Program and Budget.

COORDINATION:

AMBAG staff is coordinating with 3CE, SLOAPCD, SLOCOG as well as local jurisdictions and local community stakeholders.

APPROVED BY:


Maura F. Twomey, Executive Director

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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Heather Adamson, Director of Planning

SUBJECT: 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy: Draft Revenue Constrained Scenario

MEETING DATE: April 14, 2021

RECOMMENDATION:

The Board of Directors is asked to approve the draft Revenue Constrained Scenario for use in preparing the draft 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS).

BACKGROUND/DISCUSSION:

AMBAG adopted the 2040 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) in June 2018. Federal and state law requires that AMBAG prepare a long-range transportation plan for the tri-county region. In accordance with state and federal guidelines, the 2045 MTP/SCS is scheduled for adoption by the Board of Directors in June 2022. The 2045 MTP/SCS activities underway are highlighted below.

Land Use Inputs and Mapping Updates

AMBAG staff is working with local jurisdictions to update current and future land uses which will be included in the 2045 MTP/SCS. The identification of land uses is important to forecasting and planning for future transportation improvements. AMBAG began working with all 21 local jurisdictions to receive updated land use inputs for the past few months for the years 2020 and 2045. The land uses are from local general plans, specific plans and other land use plans under development from local jurisdictions. Staff has received updated land use inputs and designations from the jurisdictions for the 2020 and 2045 years and these land use inputs will be included for analysis in the 2045 MTP/SCS.

Transportation Project List

AMBAG has coordinated with the Regional Transportation Planning Agencies (RTPAs) to update the transportation project list that will be included in the 2045 MTP/SCS. All projects that will use federal or state funds must be included in the 2045 MTP/SCS project list. Over the past year, the Council of San Benito County of Governments (SBtCOG), Santa Cruz County Regional Transportation Commission (SCCRTC) and Transportation Agency for Monterey County (TAMC), have worked with local jurisdiction staff and transit operators to update their local and regional transportation project and program information for inclusion in their county level regional transportation plan and for inclusion in the MTP/SCS. The project lists have been approved by each of the RTPA Boards and submitted to AMBAG for inclusion in the 2045 MTP/SCS as shown in Attachments 1 – 3. The project lists include a wide variety of multimodal transportation projects and programs to meet the transportation needs of the region.

Revenue Assumptions

AMBAG worked with our transportation partners to develop financial assumptions for the MTP/SCS through 2045. The financial assumptions guide how much local, state and federal funding will be reasonably available for the transportation investments included in the 2045 MTP/SCS. Draft revenues have been refined and are shown below. The breakdown of preliminary revenues accounts for 15% federal funds, 34% state funds and 51% local funds.

Draft 2045 MTP/SCS Transportation Revenues (2020 \$, in billions)

| County | Draft Revenues |
|---------------------------|----------------|
| Monterey | \$6.7 |
| San Benito | \$1.5 |
| Santa Cruz | \$5.0 |
| Total AMBAG Region | \$13.2 |

Revenue Constrained Scenario

The draft revenue constrained scenario is a requirement of the MTP/SCS and what the MTP/SCS is based upon. The future land use inputs provided to AMBAG from the local jurisdictions and the constrained transportation project lists developed by each RTPA make up the revenue constrained scenario.

The draft revenue constrained scenario includes:

- Supportive and sustainable land uses
- Provides alternative travel options (transit, bicycle, pedestrian, etc.) to driving alone
- Makes transportation investments to improve congestion and safety around the region

Staff presented the draft Revenue Constrained Scenario to the AMBAG Board of Directors in March 2021. Over the next few months, the revenue constrained scenario will be evaluated using the AMBAG Board approved performance measures.

Programmatic Environmental Impact Report

Work on the programmatic EIR is underway and will serve as the EIR for the 2045 MTP/SCS as well as the EIR for each of the RTPA's county-level Regional Transportation Plan (RTPs). AMBAG and the RTPAs coordinate on the EIR to reduce duplication of efforts for environmental documentation, for budgetary efficiency and to assure consistency in environmental review between plans. AMBAG is the lead for developing the programmatic EIR, working with the RTPAs, an environmental consulting firm and an environmental legal firm to develop the joint EIR. The draft EIR is scheduled to be released for public comment in late 2021.

2045 MTP/SCS Public Involvement Program

AMBAG staff will continue to implement the outreach strategies included in the Public Involvement Plan and we expect to have public workshops in May 2021 on the development of the MTP/SCS.

Next Steps

Over the next few months, the Revenue Constrained Scenario will be evaluated using the AMBAG Board approved performance measures. Staff will continue to develop the various components of the 2045 MTP/SCS working with the Planning Directors Forum, Technical Advisory Committees, partner agencies and key stakeholders.

ALTERNATIVES:

The Board could choose not to approve the draft Revenue Constrained Scenario however, this would delay the release of the draft 2045 MTP/SCS.

FINANCIAL IMPACT:

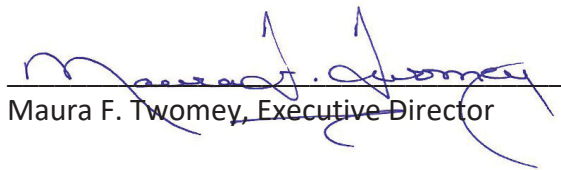
Planning activities for the 2045 MTP/SCS are funded with FHWA PL, FTA 5303 and SB 1 planning funds and are programmed in the FY 2020-21 Overall Work Program and Budget.

COORDINATION:

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

ATTACHMENTS:

1. TAMC Project List for the 2045 MTP/SCS and RTP (separately enclosed)
2. SBtCOG Project List for the 2045 MTP/SCS and RTP (separately enclosed)
3. SCCRTC Project List for the 2045 MTP/SCS and RTP (separately enclosed)

APPROVED BY:

Maura F. Twomey, Executive Director



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Bhupendra Patel, Ph.D., Director of Modeling

SUBJECT: Draft Amendment No. 3 to the FY 2020-21 Monterey Bay Region Overall Work Program (OWP) and Budget

MEETING DATE: April 14, 2021

RECOMMENDATION:

Approve Draft Amendment No. 3 to the FY 2020-21 OWP and Budget.

BACKGROUND/ DISCUSSION:

The Fixing America's Surface Transportation (FAST) Act calls for the development of the Overall Work Program (OWP) and Budget by the federally designated Metropolitan Planning Organization (MPO). The Association of Monterey Bay Area Governments (AMBAG), as the federally designated MPO for the tri-county (Monterey, San Benito and Santa Cruz Counties) Monterey Bay Region, annually develops and maintains the OWP and Budget.

The FY 2020-21 OWP and Budget was developed in consultation and coordination with the region's Regional Transportation Planning Agencies (RTPA), transit operators, Caltrans, Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). It includes transportation and air quality related planning activities proposed for the Monterey Bay Region for the fiscal year July 1, 2020 to June 30, 2021.

The FY 2020-21 OWP and Budget was approved by the AMBAG Board of Directors at their May 13, 2020 meeting and was jointly approved by FHWA and FTA on June 23, 2020.

The OWP and Budget is subject to periodic adjustments resulting from changes in activities as well as revisions in revenues and expenditures during the fiscal year. The proposed Draft Amendment No. 3 to the FY 2020-21 OWP and Budget accounts for the following changes:

- Adjust appropriate Budget/line items in WEs 231, 251, 621, 622, 641 and 680 due to change in the final allocation of FY 2020-21 FHWA PL and FTA 5303 funds.
- Makes appropriate Budget/line item changes to WEs 344 and 606.

For your ready reference, the Draft Amendment No. 3 to FY 2020-21 OWP and Budget is separately enclosed with the agenda (Attachment 1).

ALTERNATIVES:

None.

FINANCIAL IMPACT:

Staff time to carry out OWP and Budget activities is funded through FHWA PL, FTA 5303, other State and local funds as programmed in the approved FY 2020-21 OWP and Budget.

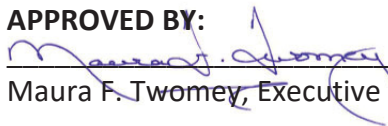
COORDINATION:

Preparation of Draft Amendment No. 3 to the FY 2020-21 OWP and Budget has been coordinated with transit operators, San Benito Council of Governments, Transportation Agency for Monterey County, Santa Cruz Regional Transportation Commission, California Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA).

ATTACHMENT:

1. Draft Amendment No. 3 to the FY 2020-21 AMBAG OWP and Budget
(Separately enclosed)

APPROVED BY:



Maura F. Twomey, Executive Director



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Gina Schmidt, GIS Coordinator

SUBJECT: Regional Travel Demand Model Technical Support Services Contract

MEETING DATE: April 14, 2021

RECOMMENDATION:

Staff recommends that the Board of Directors approve a five-year agreement for Regional Travel Demand Model (RTDM) technical support services with Caliper Corporation and authorize the Executive Director to negotiate and execute the agreement for an amount not to exceed \$250,000.

BACKGROUND/DISCUSSION:

Association of Monterey Bay Area Governments (AMBAG) requires a contractor to provide RTDM technical support services to ensure AMBAG's RTDM is fully functional and provide smooth continuance of modeling needs. The previous RTDM technical support services were provided under a contract that has expired. In accordance with procurement compliance requirements, AMBAG staff prepared a competitive selection process and released a Request for Proposals (RFP) on March 10, 2021 for RTDM technical support services.

Responses to the RTDM technical support services RFP were received on April 1, 2021 from the following firms:

- Caliper Corporation
- TJKM

An Evaluation Committee was assembled of four members, three representatives from AMBAG (Director of Modeling, Dr. Bhupendra Patel; Director of Planning, Heather Adamson; GIS Coordinator, Gina Schmidt) and one outside expert from San Luis Obispo

Council of Government (Transportation Planner, Daniel Audelo). The Evaluation Committee reviewed all proposals based on responsiveness and evaluation criteria included in the RFP. Notifications to prospective bidder Caliper Corporation was given on April 6, 2021. AMBAG Evaluation Committee unanimously concluded that Caliper Corporation was the most qualified to complete the work and recommended that Caliper be awarded the contract to provide services for the fiscal years ending 2021, 2022, 2023, 2024, 2025, and 2026.

FINANCIAL IMPACT:

The proposed RTDM technical support service contract on-call fees are not to exceed \$50,000 per fiscal years 2022, 2023, 2024, 2025 and 2026. The on-call fees for fiscal year ending 2021 will be minimal as the contract would be for the time period of April 15, 2021-June 30, 2021 only, if approved. Total RTDM on-call technical support fees for all five years are not to exceed \$250,000. All items in the scope of work would be billed at the agreed hourly rates per this five year contract and covered under direct work element funds, WE 251. Fees for FY 2020/21 are included in the budget.

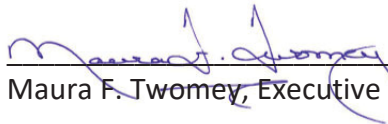
COORDINATION:

AMBAG staff coordinated with local newspapers, advertised on the AMBAG website, Transportation Research Board (TRB) Request for Proposals (RFP) database, direct email solicitation of RFP announcement to top 20 firms in the United States, and all RTDM vendors in our AMBAG RFP database.

ATTACHMENT:

1. Draft Agreement for Regional Travel Demand Model Technical Support Services

APPROVED BY:


Maura F. Twomey, Executive Director

Attachment 1
DRAFT AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 15th day of April 2021, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and the **Caliper Corporation**, hereinafter called "**CONTRACTOR**."

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for Monterey, Santa Cruz and San Benito Counties, AMBAG is charged with maintaining a level of Regional Travel Demand Model (RTDM) Technical Support Services to serve the Board of Directors; and

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

WHEREAS, the CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such RTDM Technical Support Services; and

WHEREAS, pursuant to its annual Overall Work Program (OWP), AMBAG will be engaged in many activities and projects that will require certain RTDM Technical Support Services to complete the goals of AMBAG; and

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF WORK.

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

2. TERM.

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

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

This Contract includes the following Exhibits:

Exhibit A. Project Tasks/Services, Timeline and Budget

Exhibit B. Debarment and Suspension Certification

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

Exhibit D: Disadvantaged Business Enterprises (DBE) Information Form

Exhibit E: Certifications

3. SCHEDULE OF PERFORMANCE.

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

4. CHANGE IN TERMS

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

5. COORDINATION/STAFFING

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

6. COMPENSATION

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal (Exhibit A). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this contract.

- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed contract.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified on the CalHR Travel Reimbursements website (calhr.ca.gov).
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Contract. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title.
- E. CONTRACTOR shall not commence performance of work or services until this contract has been approved by AMBAG and written notification to proceed has been issued by AMBAG. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- F. In no event shall compensation as described in Exhibit A exceed FIFTY THOUSAND DOLLARS (\$50,000) per fiscal year or TWO-HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) total over the five year term of years for fiscal years ending in June 30, 2021 to June 30, 2026 without prior written consent of AMBAG.
It is mutually understood between the parties that funding for this contract is contingent on State Budget passage and federal and state funding as well as reimbursement from Caltrans.

7. INVOICING

- A. Invoices for services must be presented to AMBAG no later than the fifteenth day of each month for the month prior. CONTRACTOR shall submit an invoice to AMBAG stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. AMBAG shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Contract. Payment of the invoices will be made to CONTRACTOR after acceptance of work product and approval by AMBAG and upon reimbursement by the State of California. AMBAG will withhold 10% of each invoice until fully reimbursed by the State of California. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the "Project Tasks/Services, Timeline, and Budget," Exhibit A. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.

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

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

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

8. FUNDING REQUIREMENTS

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

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

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

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

9. CONTRACT COMPLETION RETAINER

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

10. SATISFACTORY PERFORMANCE

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

11. COVENANT AGAINST CONTINGENT FEES

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

12. OWNERSHIP, CONFIDENTIALITY AND USE OF WORK PRODUCTS

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

- H. All TransCAD proprietary software and data, including any enhancements developed under this contract by Caliper Corporation, will be delivered pursuant to Caliper's standard License Agreement, with the provision that notwithstanding the fact that some portion of the software may be first produced and/or modified in the course of the contract, the only rights granted in the software are those in the License Agreement, and that notwithstanding any contract or FAR clauses, all software and proprietary data will be delivered with restricted rights. All software, including any new TransCAD procedures or stand-alone software, will be delivered in executable form.
- I. Notwithstanding anything to the contrary in the contract, Caliper is granted unrestricted permission to reuse, modify, and distribute to others any parts or all of the code that it develops under this contract, and nothing in the contract shall prohibit or limit Caliper's use of information, including but not limited to ideas, concepts, know-how, techniques, and methodologies previously known to it or developed by it in the course of the work

13. TERMINATION

A. Termination of Convenience of AMBAG

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

B. Termination for Cause

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

14. DISPUTES

AMBAG and CONTRACTOR are fully committed to working with each other throughout the Term of this Agreement and agree to communicate regularly with each other at all

times so as to avoid and minimize disputes. AMBAG and CONTRACTOR agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a question or controversy. AMBAG and CONTRACTOR each commit to resolving such dispute in an amicable, professional, and expeditious manner and agree to use the following procedure for resolving the dispute: (a) either party may give notice to the other of the dispute and will meet within three (3) business days to attempt to resolve the dispute; (b) a meeting or meetings shall be promptly between the representatives of the parties regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; (c) if within thirty (30) days after a dispute has arisen, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation; (d) the mediator shall be jointly selected by the parties, or failing agreement on the selection of a mediator within thirty (30) days after the parties fail to negotiate an informal resolution of any dispute, the mediator shall be a retired judge or justice selected by the supervising judge of the Civil Division of the Monterey County California Superior Court. In any mediation conducted pursuant to this section, the provision of the California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation; and € if the parties are not successful in resolving the dispute through the mediation, then the parties agree that the dispute shall be submitted to binding arbitration to a single arbitrator in accordance with the existing Rules of Practice of Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

15. AMENDMENT OF SCOPE OF WORK

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

16. CORRECTION OF WORK

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

17. DELAYS AND EXTENSIONS

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

18. RETENTION OF RECORDS/AUDITS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractor, and AMBAG shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until AMBAG, Caltrans, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

19. SUBCONTRACTING

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

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

20. ASSIGNMENT

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

21. INDEMNIFICATION

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

22. STATEMENT OF COMPLIANCE

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

5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

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

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

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

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

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

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

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

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

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

23. FEDERAL CHANGES

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

24. ENERGY CONSERVATION

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

25. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

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

27. DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR'S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated

therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to AMBAG.

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

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

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

28. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

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

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

29. INSURANCE/NOTIFICATION

Prior to the beginning, and throughout the duration, of the work, CONTRACTOR shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that

existing coverage does not meet the requirements set forth here, it will be amended to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this contract and which is applicable to a given loss, will be available to AMBAG.

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

CONTRACTOR shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- B. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000/claim.
- E. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with AMBAG within fifteen (15) days of execution of this Contract and prior to engaging any operation or activities set forth in this Contract. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall

occur without thirty (30) days written notice to AMBAG prior to the effective date of such cancellation or change in coverage.

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

30. CONFLICT OF INTEREST

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

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

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

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

31. STATEMENT OF ECONOMIC INTEREST

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

32. MERGER

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

33. DEFAULT

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

34. NO WAIVER OF BREACH/TIME

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

35. THIRD PARTY BENEFICIARIES

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

36. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

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

37. INDEPENDENT CONTRACTOR

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

38. TAXES

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

39. FEDERAL TAX FORMS

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

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

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

40. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- A. CONTRACTOR shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to AMBAG that CONTRACTOR has and will keep in effect during the term of this Contract all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice Contractor's profession and to do the work hereunder.
- B. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all employees of CONTRACTOR performing

any services under this Contract have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to AMBAG for inspection.

- C. CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any AMBAG employee. For breach or violation of this warranty, AMBAG shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

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

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

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

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

42. CERTIFICATIONS AND ASSURANCES

- A. CONTRACTOR shall adhere to the requirements contained in AMBAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of AMBAG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in AMBAG's OWP. Such requirements shall apply to CONTRACTOR to the same extent as AMBAG and may include, but are not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - 2. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - 3. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- B. CONTRACTOR shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in AMBAG's OWP. Such assurances shall apply to CONTRACTOR to the same extent as AMBAG, and include but are not limited, the following areas:
 - 1. Standard Assurances
 - 2. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - 3. Drug Free Work Place Agreement
 - 4. Intergovernmental Review Assurance
 - 5. Nondiscrimination Assurance
 - 6. DBE Assurance
 - 7. Nondiscrimination on the Basis of Disability
 - 8. Certification and Assurances required by the U.S. Office of Management and Budget
- C. The CONTRACTOR shall require its Subcontractor(s) to comply with these Certifications, and agrees to furnish documentation to AMBAG to support this requirement that all of its contracts with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

43. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

44. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. The CONTRACTOR, subrecipient, or subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State or United States Department of Transportation (DOT) assisted contracts or in the administration of AMBAG's DBE Program. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as AMBAG deems appropriate, which may include but is not limited to:
 - 1. Withholding monthly progress payments
 - 2. Assessing sanctions
 - 3. Liquidated damages
 - 4. Disqualifying the contractor from future bidding as non-responsible
- B. The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.
- C. The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.
- D. It is the policy of AMBAG, Caltrans, and DOT, that the Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in DOT-assisted contracts. The CONTRACTOR and its Subcontractor(s) shall comply with the requirements of 49 CFR Part 26 and with AMBAG's DBE Program, as amended.

- E. A "DBE Information Form" is attached hereto and incorporated herein by this reference as Exhibit D. Even if no DBE participation will be reported, the CONTRACTOR shall complete and sign such form at the time this Contract is executed
- F. During the period of this Contract, the CONTRACTOR shall maintain records of all applicable subcontracts advertised and entered into germane to this Contract, documenting the actual DBE participation and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE Subcontractor(s) or vendor, and the total dollar amount actually paid each DBE Subcontractor(s) or vendor. Upon completion of the Contract, regardless of whether DBE participation is obtained, a summary of the DBE records shall be prepared, certified correct, and submitted on a form that shall be provided by AMBAG.

45. FLOW-DOWN PROVISIONS

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

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

46. INTERPRETATION

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

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

AMBAG:

Signature: _____

Name: Maura F. Twomey

Title: Executive Director

Association of Monterey Bay Area Governments (AMBAG)

24580 Silver Cloud Court, Monterey, CA 93940

Signature: _____

Name: Steve McShane

Title: Board President

Association of Monterey Bay Area Governments (AMBAG)

24580 Silver Cloud Court, Monterey, CA 93940

CONSULTANT:

Signature: _____

Name:

Title:

Company/Agency

Address

APPROVED TO AS TO FORM:

By: _____

Don Freeman, AMBAG Legal Counsel

P.O. Box 805, Carmel CA 93921

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

Project Schedule

The graphic below illustrates the proposed schedule for the project. We propose a kick-off meeting soon after the April 15, 2021 project start, with Tasks 1 and 3 beginning in parallel.

| Task | Description | 2021 | | | | 2022 | | | | 2023 | | | | 2024 | | | | 2025 | | | | 2026 | |
|------|--------------------------------------|------|----|----|--|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|
| | | Q2 | Q3 | Q4 | | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 |
| 1 | Upgrade current RTDM* | | | | | | | | | | | | | | | | | | | | | | |
| | A Model upgrades and updates | | | | | | | | | | | | | | | | | | | | | | |
| | B Model documentation and training | | | | | | | | | | | | | | | | | | | | | | |
| | C Technical support | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 2045 MTP/SCS modeling | | | | | | | | | | | | | | | | | | | | | | |
| | A Scenario development and coding | | | | | | | | | | | | | | | | | | | | | | |
| | B Scenario reporting/post-processing | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Upgrade CC ABM* | | | | | | | | | | | | | | | | | | | | | | |
| | A Review/upgrade existing components | | | | | | | | | | | | | | | | | | | | | | |
| | B Add new components | | | | | | | | | | | | | | | | | | | | | | |
| | C Calibrate 2020 base year | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Project management | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |

*Sub-task start times are conditional on the timing of 2020 Census data availability

**EXHIBIT B. DEBARMENT AND SUSPENSION
CERTIFICATION**

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

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

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

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

The certification in this clause is a material representation of fact relied upon by AMBAG. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to AMBAG, the Federal Government may pursue available remedies, including but not limited to suspension

and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Name of Firm

Signature (original signature required)

Date

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

Request for Taxpayer Identification Number and Certification

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

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | <input type="checkbox"/> Exempt payee | |
| | Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional) | Requester's name and address (optional) |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|---|--|--|
| Social security number | | | | | | | | | | |
| | | | | - | | | | - | | |
| Employer identification number | | | | | | | | | | |
| | | | | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|--------------|-------------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|--------------|-------------------------------|--------|

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

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

² Circle the minor's name and furnish the minor's SSN.

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

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

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: AMBAG 2. Contract DBE Goal: 0%
 3. Project Description: RTDM Technical Support Services
 4. Project Location: AMBAG
 5. Consultant's Name: Caliper Corporation 6. Prime Certified DBE: ☐

| 7. Description of Work, Service, or Materials Supplied | 8. DBE Certification Number | 9. DBE Contact Information | 10. DBE % |
|---|-----------------------------|--|-----------|
| N/A | N/A | N/A | N/A |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <div style="text-align: right; margin-bottom: 5px;">_____</div> <div style="text-align: right; margin-bottom: 5px;">4/15/2021</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <div style="text-align: right; margin-bottom: 5px;">_____</div> <div>Maura F. Twomey</div> <div style="text-align: right; margin-bottom: 5px;">_____</div> <div>(831) 883-3750</div> <div style="text-align: right; margin-bottom: 5px;">_____</div> <div>Executive Director</div> </div> <div> <div style="text-align: right; margin-bottom: 5px;">_____</div> <div>_____</div> <div style="text-align: right; margin-bottom: 5px;">_____</div> <div>_____</div> <div style="text-align: right; margin-bottom: 5px;">_____</div> <div>_____</div> </div> </div> </div> | | 11. TOTAL CLAIMED DBE PARTICIPATION 0 % <small>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</small> <div style="display: flex; justify-content: space-between;"> <div> <div style="text-align: right; margin-bottom: 5px;">_____</div> <div>12. Preparer's Signature</div> <div style="text-align: right; margin-bottom: 5px;">_____</div> <div>14. Preparer's Name</div> <div style="text-align: right; margin-bottom: 5px;">_____</div> <div>16. Preparer's Title</div> </div> <div> <div style="text-align: right; margin-bottom: 5px;">_____</div> <div>13. Date</div> <div style="text-align: right; margin-bottom: 5px;">_____</div> <div>15. Phone</div> </div> </div> | |

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT E. CERTIFICATIONS

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

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

Current members of the AMBAG Board of Directors are attached.

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

___ YES ___ NO

If yes, please identify the Director(s): _____

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

___ YES ___ NO

If yes, please identify the Director(s): _____

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
- (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
- (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
- (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
- (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
- (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has

reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

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

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

AMBAG Board of Directors

| Agency | Representative | Agency | Representative |
|---|--|---|--|
| Capitola Carmel-by-the-Sea Del Rey Oaks Gonzales Greenfield Hollister King City Marina Monterey Pacific Grove Salinas San Juan Bautista Sand City Santa Cruz Scotts Valley Seaside Soledad Watsonville | Kristen Petersen Karen Ferlito Kim Shirley Scott Funk Lance Walker Rick Perez Carlos Victoria Lisa Berkley Ed Smith Jenny Mc Adams Steve McShane John Freeman Mary Ann Carbone Justin Cummings Derek Timm Jon Wizard Carla Strobridge Eduardo Montesino | County of Monterey County of Monterey County of Santa Cruz County of Santa Cruz County of San Benito County of San Benito <u>Ex-Officio</u> <u>Members:</u> 3CE (Central Coast Community Energy) Caltrans District 5 MBARD Monterey Peninsula Airport District MST SBtCOG SCCRTC SCMETRO TAMC | John Phillips Mary Adams Greg Caput Manu Koenig Bob Tiffany Mark Medina |

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

| | | |
|---|---|---|
| 1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award | 3. Report Type: a. initial filing ____ b. material change For material change only: Year _____ quarter _____ Date of last report _____ |
| 4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier____, if Known: Congressional District, if known: | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: |

| | |
|---|--|
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____ |
| 8. Federal Action Number, <i>if known</i>: | 9. Award Amount, <i>if known</i>: \$ _____ |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) |

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Errol Osteraa, Director of Finance and Administration

SUBJECT: Financial Update Report

MEETING DATE: April 14, 2021

RECOMMENDATION:

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

BACKGROUND/ DISCUSSION:

The enclosed financial reports are for the 2020-2021 Fiscal Year (FY) and are presented as a consent item. The attached reports contain the cumulative effect of operations through January 31, 2021 as well as a budget-to-actual comparison. Amounts in the Financial Update Report are unaudited.

FINANCIAL IMPACT:

The Balance Sheet for January 31, 2021 reflects a cash balance of \$4,582,727.73. The accounts receivable balance is \$486,918.11, while the current liabilities balance is \$282,991.08. AMBAG has sufficient current assets on hand to pay all known current obligations.

Due to the implementation of Governmental Accounting Standards Board (GASB) Statement No. 68 in FY 2014-2015 and a restatement to Net Position for GASB Statement No. 82, AMBAG has a deficit Net Position in the amount of \$155,711.49. Although AMBAG's Balance Sheet as of January 31, 2021 reflects a deficit Net Position, AMBAG's Profit and Loss Statement reflects an excess of revenue over expense of \$45,275.09.

The following table highlights key Budget to Actual financial data:

Budget to Actual Financial Highlights
For Period July 1, 2020 through January 31, 2021

| Expenditures | Budget Through January 2021 | Actual Through January 2021 | Difference |
|---|------------------------------------|------------------------------------|------------------------|
| Salaries & Fringe Benefits | \$ 1,632,981.00 | \$ 1,287,909.06 | \$ 345,071.94 |
| Professional Services | \$ 4,640,960.00 | \$ 396,442.12 | \$ 4,244,517.88 |
| Lease/Rentals | \$ 53,083.00 | \$ 46,327.93 | \$ 6,755.07 |
| Communications | \$ 14,467.00 | \$ 11,789.34 | \$ 2,677.66 |
| Supplies | \$ 71,983.00 | \$ 14,160.54 | \$ 57,822.46 |
| Printing | \$ 6,738.00 | \$ 871.65 | \$ 5,866.35 |
| Travel | \$ 44,042.00 | \$ 297.93 | \$ 43,744.07 |
| Other Charges | \$ 178,766.00 | \$ 188,787.91 | \$ (10,021.91) |
| Total | \$ 6,643,019.00 | \$ 1,946,586.48 | \$ 4,696,433.52 |
| Revenue | | | |
| Federal/State/Local Revenue | \$ 6,657,415.00 | \$ 1,991,861.57 | \$ 4,665,553.43 |
| Note: AMBAG is projecting a surplus, therefore budgeted revenues do not equal expenses. | | | |

Revenues/Expenses (Budget to Actual Comparison):

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

Professional Services are under budget primarily due to the timing of work on projects performed by contractors. Work is progressing on the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). This work is not performed in a linear fashion while the budget reflects linear programming. In addition, the Regional Early Action Planning Housing Program (REAP) provides \$7,931,311 in funding of which a large portion will pass through to partner agencies. It is in its early stages.

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

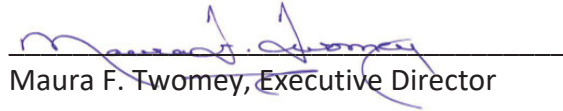
COORDINATION:

N/A

ATTACHMENTS:

1. Balance Sheet as of January 31, 2021
2. Profit and Loss: July 1, 2020 – January 31, 2021
3. Cash Activity for February, 2021

APPROVED BY:



Maura F. Twomey, Executive Director

AMBAG

Balance Sheet - Attachment 1

As of January 31, 2021

| January 31, 2021 | | January 31, 2021 | |
|---|--------------|----------------------------------|--------------|
| Assets | | Liabilities & Net Position | |
| Current Assets | | Liabilities | |
| Cash and Cash Equivalents | | Current Liabilities | |
| Mechanics Bank - Special Reserve | 300,512.77 | Accounts Payable | 163,036.58 |
| Mechanics Bank - Checking | 409,399.08 | Employee Benefits | 119,954.50 |
| Mechanics Bank - REAP Checking | 3,868,640.17 | Mechanics Bank - Line of Credit | 0.00 |
| Petty Cash | 500.00 | Total Current Liabilities | 282,991.08 |
| LAIF Account | 3,675.71 | | |
| Total Cash and Cash Equivalents | 4,582,727.73 | | |
| Accounts Receivable | | Long-Term Liabilities | |
| Accounts Receivable | 486,918.11 | Deferred Inflows - Actuarial | 258,986.95 |
| Total Accounts Receivable | 486,918.11 | Net Pension Liability (GASB 68) | 1,888,153.69 |
| Other Current Assets | | OPEB Liability | 3,347.16 |
| Due from PRWFPA/RAPS | 990.49 | Deferred Revenue | 3,803,805.66 |
| Prepaid Items | 18,160.26 | Total Long-Term Liabilities | 5,954,293.46 |
| Total Other Current Assets | 19,150.75 | | |
| Total Current Assets | 5,088,796.59 | Total Liabilities | 6,237,284.54 |
| Long-Term Assets | | | |
| Net OPEB Asset | 96,473.00 | | |
| FY 2002-2003 Housing Mandate Receivable | 82,186.00 | | |
| Allowance for Doubtful Accounts | (16,437.20) | | |
| Deferred Outflows - Actuarial | 533,833.49 | | |
| Deferred Outflows - PERS Contribution | 272,963.59 | | |
| Total Long-Term Assets | 969,018.88 | | |
| Capital Assets | | Net Position | |
| Capital Assets | 188,031.36 | Beginning Net Position | (200,986.58) |
| Accumulated Depreciation | (164,273.78) | Net Income/(Loss) | 45,275.09 |
| Total Capital Assets | 23,757.58 | Total Ending Net Position | (155,711.49) |
| Total Assets | 6,081,573.05 | Total Liabilities & Net Position | 6,081,573.05 |

AMBAG

Profit & Loss - Attachment 2

July - January 2021

| | July - January 2021 |
|--|---------------------|
| Income | |
| AMBAG Revenue | 174,450.96 |
| Cash Contributions | 179,886.93 |
| Grant Revenue | 1,523,286.28 |
| Non-Federal Local Match | 114,237.40 |
| Total Income | 1,991,861.57 |
| Expense | |
| Salaries | 843,373.62 |
| Fringe Benefits | 444,535.44 |
| Professional Services | 396,442.12 |
| Lease/Rentals | 46,327.93 |
| Communications | 11,789.34 |
| Supplies | 14,160.54 |
| Printing | 871.65 |
| Travel | 297.93 |
| Other Charges: | |
| BOD Allowances | 5,000.00 |
| BOD Refreshments/Travel/Nameplates/Dinner/Other | 24.76 |
| Workshops/Training | 3,512.24 |
| GIS Licensing/CCJDC Support | 8,458.18 |
| Energy Watch Travel/Classes/Events/Recruitment/Other | 47.50 |
| REAP Travel/Classes/Events | 525.00 |
| SB1/MTIP/MTP/SCS/OWP/Public Participation Expenses | 14,146.56 |
| Recruiting | 159.90 |
| Dues & Subscriptions | 15,886.18 |
| Depreciation Expense | 6,511.75 |
| Maintenance/Utilities | 448.63 |
| Insurance | 19,824.42 |
| Interest/Fees/Tax Expense | 5.39 |
| Total Other Charges | 74,550.51 |
| Non-Federal Local Match | 114,237.40 |
| Total Expense | 1,946,586.48 |
| Net Income/(Loss) | 45,275.09 |

AMBAG
Cash Activity - Attachment 3
For February 2021

Monthly Cash Activity
AMBAG

| | July-20 | August-20 | September-20 | October-20 | November-20 | December-20 | January-21 | February-21 | March-21 | April-21 | May-21 | June-21 | TOTAL |
|--------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------|----------|--------|---------|--------------|
| 1. CASH ON HAND | | | | | | | | | | | | | |
| [Beginning of month] | 772,031.66 | 814,688.20 | 4,878,895.20 | 4,754,892.51 | 4,708,900.74 | 4,560,922.43 | 4,606,870.02 | 4,582,727.73 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 2. CASH RECEIPTS | | | | | | | | | | | | | |
| (a) AMBAG Revenue | 139,439.41 | 52,071.03 | 6,084.33 | 6,771.38 | 10,439.86 | 80,018.62 | 27,219.27 | 19,885.14 | 0.00 | 0.00 | 0.00 | 0.00 | 341,929.04 |
| (b) Grant Revenue | 223,043.84 | 234,066.92 | 175,754.83 | 186,041.95 | 220,934.45 | 172,754.58 | 167,438.87 | 227,323.59 | 0.00 | 0.00 | 0.00 | 0.00 | 1,607,359.03 |
| (c) REAP Advance Payment | 0.00 | 3,982,887.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,982,887.02 |
| (d) Borrowing | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 3. TOTAL CASH RECEIPTS | 362,483.25 | 4,269,024.97 | 181,839.16 | 192,813.33 | 231,374.31 | 252,773.20 | 194,658.14 | 247,208.73 | 0.00 | 0.00 | 0.00 | 0.00 | 5,932,175.09 |
| 4. TOTAL CASH AVAILABLE | 1,134,514.91 | 5,083,713.17 | 5,060,734.36 | 4,947,705.84 | 4,940,275.05 | 4,813,695.63 | 4,801,528.16 | 4,829,936.46 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 5. CASH PAID OUT | | | | | | | | | | | | | |
| (a) Payroll & Related * | 181,793.09 | 177,728.17 | 188,909.28 | 172,587.88 | 194,910.99 | 184,358.39 | 180,010.71 | 192,270.58 | 0.00 | 0.00 | 0.00 | 0.00 | 1,472,569.09 |
| (b) Professional Services | 62,640.92 | 13,450.00 | 103,801.55 | 48,985.34 | 169,174.97 | 10,027.24 | 15,470.08 | 169,138.43 | 0.00 | 0.00 | 0.00 | 0.00 | 592,688.53 |
| (c) Capital Outlay | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| (d) Lease/Rentals | 12,511.90 | 6,343.70 | 6,850.77 | 6,597.44 | 6,750.04 | 6,622.60 | 6,531.01 | 6,931.20 | 0.00 | 0.00 | 0.00 | 0.00 | 59,138.66 |
| (e) Communications | 2,140.93 | 1,014.23 | 1,248.30 | 1,221.69 | 1,485.10 | 3,329.20 | 2,224.12 | 1,362.11 | 0.00 | 0.00 | 0.00 | 0.00 | 14,025.68 |
| (f) Supplies | 2,622.28 | 2,712.26 | 3,510.75 | 4,711.75 | 435.34 | 1,059.60 | 413.08 | 265.90 | 0.00 | 0.00 | 0.00 | 0.00 | 15,730.96 |
| (g) Printing | 871.65 | 670.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,541.80 |
| (h) Travel | 40.00 | 0.00 | 117.92 | 56.38 | 60.01 | 0.00 | 40.00 | 40.00 | 0.00 | 0.00 | 0.00 | 0.00 | 354.31 |
| (i) Other Charges | 57,205.94 | 2,899.46 | 1,403.28 | 4,644.62 | 6,536.17 | 1,428.58 | 14,111.43 | 3,772.84 | 0.00 | 0.00 | 0.00 | 0.00 | 92,002.32 |
| (j) Loan Repayment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 6. TOTAL CASH PAID OUT | 319,826.71 | 204,817.97 | 305,841.85 | 238,805.10 | 379,352.62 | 206,825.61 | 218,800.43 | 373,781.06 | 0.00 | 0.00 | 0.00 | 0.00 | 2,248,051.35 |
| 7. CASH POSITION | 814,688.20 | 4,878,895.20 | 4,754,892.51 | 4,708,900.74 | 4,560,922.43 | 4,606,870.02 | 4,582,727.73 | 4,456,155.40 | 0.00 | 0.00 | 0.00 | 0.00 | |

Payroll & Related *



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Heather Adamson, Director of Planning

SUBJECT: California State Transportation Agency's Draft Climate Action Plan for Transportation Infrastructure (CAPTI)

MEETING DATE: April 14, 2021

RECOMMENDATION:

Staff will provide an overview of California State Transportation Agency's (CalSTA) draft Climate Action Plan for Transportation Infrastructure (CAPTI). The Board of Directors is asked to share any comments on the draft CAPTI with AMBAG staff.

BACKGROUND/ DISCUSSION:

The California State Transportation Agency (CalSTA) has developed the Climate Action Plan for Transportation Infrastructure (CAPTI), in collaboration with many different state agencies. CAPTI is the result of executive orders (EO) signed by Governor Gavin Newsom in 2019 and 2020 targeted at reducing greenhouse gas (GHG) emissions in transportation, which account for more than 40 percent of all polluting emissions, to reach the state's ambitious climate goals.

- EO N-19-19 directs CalSTA to leverage discretionary state transportation funds to reduce GHG emissions in the transportation sector and adapt to climate change.
- EO N-79-20 reaffirms the state's commitment to implementing EO N19-19, and sets a date no later than July 15, 2021, for CalSTA to "identify near term actions, and investment strategies, to improve clean transportation, sustainable freight and transit options, while continuing a 'fix-it-first' approach to our transportation system."

The plan is available online at: <https://calsta.ca.gov/subject-areas/climateaction-plan>.

Planning Excellence!

The draft plan includes recommendations on how to invest billions in state discretionary transportation dollars annually to address climate change while supporting public health, safety and equity. This includes revenues collected under Senate Bill 1, the Road Repair and Accountability Act of 2017, State Highway Operation and Protection Program (SHOPP), Active Transportation Program (ATP), and Cap-and-Trade funds.

According to CalSTA, as outlined in SB 1, California will continue the "fix-it-first" approach to maintaining the state's highways, roads and bridges, however under CAPTI, where feasible and within existing funding program structures, the state will invest discretionary transportation funds in sustainable infrastructure projects that align with its climate, health and social equity goals. Many regions and local agencies in California have expressed concern that CAPTI could make it harder to secure funding for highway safety projects and other locally identified priorities.

CalSTA released the draft plan on March 10, 2021 and hosted a virtual workshop on March 18, 2021. Comments should be submitted to capti@calsta.ca.gov by May 4, 2021. CalSTA expects to adopt a final version no later than July 15, 2021. The draft CAPTI is included as Attachment 3.

ALTERNATIVES:

None.

FINANCIAL IMPACT:

None.

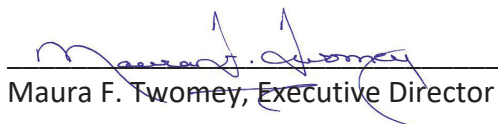
COORDINATION:

None.

ATTACHMENTS:

1. Executive Order N-19-19
2. Executive Order N-79-20
3. Draft CAPTI (separately enclosed)

APPROVED BY:


Maura F. Twomey, Executive Director

Attachment 1
EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-19-19

WHEREAS California is proof that a bold climate agenda is good for the economy, for workers, for health and for our future, as evidenced by our state having achieved record economic growth while reaching some of the strongest climate goals in the world; and

WHEREAS in the face of inaction on climate change from the federal government, California is a global leader in climate change mitigation efforts through bold climate goals and actions, as well as leadership in the US Climate Alliance and Under2 Coalition, using the state's power as the fifth largest economy in the world to drive positive action; and

WHEREAS California has ambitious and essential climate goals to transition to a healthier, more sustainable and more inclusive economy, including: reducing greenhouse gas emissions 40 percent below 1990 levels by 2030; providing 100 percent of the state's electricity from clean energy sources by 2045; reducing methane emissions and hydrofluorocarbon gases by 40 percent; and adding five million zero-emission vehicles to California's roads by 2030; and

WHEREAS California has made substantial, measurable progress on many of the goals enumerated above, but in recent years, direct tailpipe emission from cars, ships, diesel trains, airplanes, and other transportation sources have remained a stubborn driver of greenhouse gas emissions, totaling 40.1 percent of all greenhouse gas emissions statewide; and

WHEREAS the California Air Resources Board has a fifty-year history of leading the globe in addressing harmful pollution through innovative air pollution control standards, including the nation's first NOx emissions standards for motor vehicles; and

WHEREAS California's renewable energy targets have spurred innovation and private investment in new technologies with California leading the nation in clean technology patents and bringing in more than 50 percent of all clean energy investment in the nation; and

WHEREAS the state has made significant progress in lowering greenhouse gas emissions and mitigating climate risk in California's own state government operations and public schools; and

WHEREAS achieving California's climate goals will require concerted commitment and partnership by government, the private sector, and California residents.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, by virtue of the power and authority vested in me by the Constitution and the statutes of the State of California, do hereby issue the following Order to become effective immediately to require that every aspect of state government redouble its efforts to reduce greenhouse gas emissions and mitigate the impacts of climate change while building a sustainable, inclusive economy.

1. To leverage the state's \$700 billion investment portfolio to advance California's climate leadership, protect taxpayers, and support the creation of high-road jobs, the Department of Finance shall create a Climate Investment Framework.
 - a. The Framework shall include a proactive investment strategy for the state's pension funds that reflects the increased risks to the economy and physical environment due to climate change.
 - b. The Framework shall provide the timeline and criteria to shift investments to companies and industry sectors that have greater growth potential based on their focus of reducing carbon emissions and adapting to the impacts of climate change, including but not limited to investments in carbon-neutral, carbon-negative, climate resilient, and clean energy technologies.
 - c. The Framework shall align with the fiduciary responsibilities of the California Public Employees' Retirement System, California State Teachers' Retirement System and the University of California Retirement Program.
 - d. The Department of Finance shall consult with the Governor's Office of Planning and Research, and the California Department of Human Resources on the Framework.
2. The State Transportation Agency shall leverage the more than \$5 billion in annual state transportation spending for construction, operations, and maintenance to help reverse the trend of increased fuel consumption and reduce greenhouse gas emissions associated with the transportation sector. To accomplish this, the State Transportation Agency, in consultation with the Department of Finance, shall:
 - a. Align the state's climate goals with transportation spending on planning, programming and mitigation to achieve the objectives of the state's Climate Change Scoping Plan, where feasible,
 - b. Reduce vehicle miles traveled by strategically directing discretionary transportation investments in support of housing production near available jobs and in accordance with the state's smart growth principles, as defined in Government Code section 65041.1, and taking public health into account,

- c. Reduce congestion through innovative strategies designed to encourage people to shift from cars to other modes of transportation,
 - d. Fund transportation options that contribute to the overall health of Californians and reduce greenhouse gas emissions, such as transit, walking, biking and other active modes, and
 - e. Mitigate increases in transportation costs for lower income Californians.
3. The Department of General Services shall leverage its management and ownership of the state's 19 million square feet in managed buildings, 51,000 vehicles and other physical assets and goods to minimize state government's carbon footprint. To accomplish this, the Department of General Services shall:
- a. Maximize reduction of greenhouse gas emissions, including harmful diesel emissions, from the state fleet,
 - b. Develop and implement sustainable purchasing policies across state agencies that prioritize the purchase of environmentally preferable goods such as more sustainable food and recycled materials, consistent with state climate policies,
 - c. Reduce greenhouse gas emissions and mitigate climate risk from the state's owned and future-leased buildings,
 - d. Manage energy demand to maximize benefits to the grid, and
 - e. Promote zero-emission vehicle purchasing in state and local government fleets.
4. To accelerate progress towards California's goal of five million zero emissions vehicles sales by 2030, the California Air Resources Board shall:
- a. Develop new criteria for clean vehicle incentive programs to encourage manufacturers to produce clean, affordable cars,
 - b. Propose new strategies to increase demand in the primary and secondary markets for zero emissions vehicles, and
 - c. Consider strengthening existing or adopting new regulations to achieve the necessary greenhouse gas reductions from within the transportation sector.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order shall be filed with the Office of the Secretary of State and that widespread publicity and notice shall be given to this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its departments, agencies, or other entities, its officers or employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 20th day of September 2019.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

Attachment 2
EXECUTIVE ORDER N-79-20

WHEREAS the climate change crisis is happening now, impacting California in unprecedented ways, and affecting the health and safety of too many Californians; and

WHEREAS we must accelerate our actions to mitigate and adapt to climate change, and more quickly move toward our low-carbon, sustainable and resilient future; and

WHEREAS the COVID-19 pandemic has disrupted the entire transportation sector, bringing a sharp decline in demand for fuels and adversely impacting public transportation; and

WHEREAS as our economy recovers, we must accelerate the transition to a carbon neutral future that supports the retention and creation of high-road, high-quality jobs; and

WHEREAS California's long-term economic resilience requires bold action to eliminate emissions from transportation, which is the largest source of emissions in the State; and

WHEREAS the State must prioritize clean transportation solutions that are accessible to all Californians, particularly those who are low-income or experience a disproportionate share of pollution; and

WHEREAS zero emissions technologies, especially trucks and equipment, reduce both greenhouse gas emissions and toxic air pollutants that disproportionately burden our disadvantaged communities of color; and

WHEREAS California is a world leader in manufacturing and deploying zero-emission vehicles and chargers and fueling stations for cars, trucks, buses and freight-related equipment; and

WHEREAS passenger rail, transit, bicycle and pedestrian infrastructure, and micro-mobility options are critical components to the State achieving carbon neutrality and connecting communities, requiring coordination of investments and work with all levels of governments including rail and transit agencies to support these mobility options; and

WHEREAS California's policies have contributed to an on-going reduction in in-state oil extraction, which has declined by over 60 percent since 1985, but demand for oil has not correspondingly declined over the same period of time; and

WHEREAS California is already working to decarbonize the transportation fuel sector through the Low Carbon Fuel Standard, which recognizes the full life cycle of carbon in transportation emissions including transport into the State; and

WHEREAS clean renewable fuels play a role as California transitions to a decarbonized transportation sector; and

WHEREAS to protect the health and safety of our communities and workers the State must focus on the impacts of oil extraction as it transitions away from fossil fuel, by working to end the issuance of new hydraulic fracturing permits by 2024; and

WHEREAS a sustainable and inclusive economic future for California will require retaining and creating high-road, high-quality jobs through sustained engagement with communities, workers and industries in changing and growing industries.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California by virtue of the power and authority vested in me by the Constitution and the statutes of the State of California, do hereby issue the following Order to pursue actions necessary to combat the climate crisis.

IT IS HEREBY ORDERED THAT:

1. It shall be a goal of the State that 100 percent of in-state sales of new passenger cars and trucks will be zero-emission by 2035. It shall be a further goal of the State that 100 percent of medium- and heavy-duty vehicles in the State be zero-emission by 2045 for all operations where feasible and by 2035 for drayage trucks. It shall be further a goal of the State to transition to 100 percent zero-emission off-road vehicles and equipment by 2035 where feasible.
2. The State Air Resources Board, to the extent consistent with State and federal law, shall develop and propose:
 - a) Passenger vehicle and truck regulations requiring increasing volumes of new zero-emission vehicles sold in the State towards the target of 100 percent of in-state sales by 2035.
 - b) Medium- and heavy-duty vehicle regulations requiring increasing volumes of new zero-emission trucks and buses sold and operated in the State towards the target of 100 percent of the fleet transitioning to zero-emission vehicles by 2045 everywhere feasible and for all drayage trucks to be zero-emission by 2035.
 - c) Strategies, in coordination with other State agencies, U.S. Environmental Protection Agency and local air districts, to achieve 100 percent zero-emission from off-road vehicles and equipment operations in the State by 2035.

In implementing this Paragraph, the State Air Resources Board shall act consistently with technological feasibility and cost-effectiveness.

3. The Governor's Office of Business and Economic Development, in consultation with the State Air Resources Board, Energy Commission, Public Utilities Commission, State Transportation Agency, the

Department of Finance and other State agencies, local agencies and the private sector, shall develop a Zero-Emissions Vehicle Market Development Strategy by January 31, 2021, and update every three years thereafter, that:

- a) Ensures coordinated and expeditious implementation of the system of policies, programs and regulations necessary to achieve the goals and orders established by this Order.
 - b) Outlines State agencies' actions to support new and used zero-emission vehicle markets for broad accessibility for all Californians.
4. The State Air Resources Board, the Energy Commission, Public Utilities Commission and other relevant State agencies, shall use existing authorities to accelerate deployment of affordable fueling and charging options for zero-emission vehicles, in ways that serve all communities and in particular low-income and disadvantaged communities, consistent with State and federal law.
5. The Energy Commission, in consultation with the State Air Resources Board and the Public Utilities Commission, shall update the biennial statewide assessment of zero-emission vehicle infrastructure required by Assembly Bill 2127 (Chapter 365, Statutes of 2018) to support the levels of electric vehicle adoption required by this Order.
6. The State Transportation Agency, the Department of Transportation and the California Transportation Commission, in consultation with the Department of Finance and other State agencies, shall by July 15, 2021 identify near term actions, and investment strategies, to improve clean transportation, sustainable freight and transit options, while continuing a "fix-it-first" approach to our transportation system, including where feasible:
 - a) Building towards an integrated, statewide rail and transit network, consistent with the California State Rail Plan, to provide seamless, affordable multimodal travel options for all.
 - b) Supporting bicycle, pedestrian, and micro-mobility options, particularly in low-income and disadvantaged communities in the State, by incorporating safe and accessible infrastructure into projects where appropriate.
 - c) Supporting light, medium, and heavy duty zero-emission vehicles and infrastructure as part of larger transportation projects, where appropriate.
7. The Labor and Workforce Development Agency and the Office of Planning and Research, in consultation with the Department of Finance and other State agencies, shall develop by July 15, 2021 and expeditiously implement a Just Transition Roadmap, consistent with the recommendations in the "Putting California on the High Road: A Jobs and Climate Action Plan for 2030" report pursuant to Assembly Bill 398 (Chapter 135, Statutes of 2017).

8. To support the transition away from fossil fuels consistent with the goals established in this Order and California's goal to achieve carbon neutrality by no later than 2045, the California Environmental Protection Agency and the California Natural Resources Agency, in consultation with other State, local and federal agencies, shall expedite regulatory processes to repurpose and transition upstream and downstream oil production facilities, while supporting community participation, labor standards, and protection of public health, safety and the environment. The agencies shall report on progress and provide an action plan, including necessary changes in regulations, laws or resources, by July 15, 2021.
9. The State Air Resources Board, in consultation with other State agencies, shall develop and propose strategies to continue the State's current efforts to reduce the carbon intensity of fuels beyond 2030 with consideration of the full life cycle of carbon.
10. The California Environmental Protection Agency and the California Natural Resources Agency, in consultation with the Office of Planning and Research, the Department of Finance, the Governor's Office of Business and Economic Development and other local and federal agencies, shall develop strategies, recommendations and actions by July 15, 2021 to manage and expedite the responsible closure and remediation of former oil extraction sites as the State transitions to a carbon-neutral economy.
11. The Department of Conservation's Geologic Energy Management Division and other relevant State agencies shall strictly enforce bonding requirements and other regulations to ensure oil extraction operators are responsible for the proper closure and remediation of their sites.
12. The Department of Conservation's Geologic Energy Management Division shall:
 - a) Propose a significantly strengthened, stringent, science-based health and safety draft rule that protects communities and workers from the impacts of oil extraction activities by December 31, 2020.
 - b) Post on its website for public review and consultation a draft rule at least 60 days before submitting to the Office of Administrative Law.

IT IS FURTHER ORDERED that as soon as hereafter possible, the Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 23rd day of September 2020.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

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The 2021 AMBAG Board of Director meeting locations are subject to change 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.

2021 AMBAG Calendar of Meetings

May 12, 2021

GoToWebinar

Meeting Time: 6 pm

June 9, 2021

GoToWebinar

Meeting Time: 6 pm

July 2021

No Meeting Scheduled

August 11, 2021

GoToWebinar

Meeting Time: 6 pm

September 8, 2021

GoToWebinar

Meeting Time: 6 pm

October 13, 2021

GoToWebinar

Meeting Time: 6 pm

November 10, 2021

GoToWebinar

Meeting Time: 6 pm

December 2021

No Meeting Scheduled

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

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