



REVISED

AMBAG Board of Directors Agenda

Association of Monterey Bay Area Governments

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

Phone: (831) 883-3750

Fax: (831) 883-3755

Email: info@ambag.org

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

DATE: April 12, 2023

Time: 6:00 PM

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

24580 Silver Cloud Court

Monterey, CA 93940

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

<https://us06web.zoom.us/j/86854860649?pwd=V0dJTGpOQWFCRHBTN3FPSHlab3pndz09>

Or Telephone: US: +1 669 900 6833

Webinar ID: 868 5486 0649

Passcode: 123319

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

Persons who wish to address the AMBAG Board of Directors on an item to be considered at this meeting are encouraged to submit comments in writing at info@ambag.org by Tuesday, April 11, 2023. The subject line should read "Public Comment for the April 12, 2023 Board of Directors Meeting." The agency clerk will read up to 3 minutes of any public comment submitted. If you have any questions, please contact Ana Flores, Clerk of the Board at aflores@ambag.org or at 831-883-3750 Ext. 300.

AMBAG Board Member(s) Meeting Remotely:

Felipe Hernandez: 1122 7th Street, Sacramento, CA 95814
Manu Koenig: 5200 Soquel Ave, Santa Cruz, CA 95062

831-707-4393
831-234-3922

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. AB 2449 VOTE ON “JUST “ AND “EMERGENCY” CAUSE

Recommended Action: APPROVE

- Maura Twomey, Executive Director

Receive oral report.

4. ROLL CALL

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

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

7. COMMITTEE REPORTS

A. Executive/Finance Committee

Recommended Action: INFORMATION

- President Freeman

Receive oral report.

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

Recommended Action: DIRECT

- Director Brown

The next meeting is scheduled on May 19, 2023.

8. EXECUTIVE DIRECTOR’S REPORT

Recommended Action: INFORMATION

- Maura Twomey, Executive Director

Receive a report from Maura Twomey, AMBAG Executive Director.

9. CONSENT AGENDA

Recommended Action: APPROVE

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

A. Draft Minutes of the March 8, 2023 AMBAG Board of Directors Meeting

- Ana Flores, Clerk of the Board

Approve the draft minutes of the March 8, 2023 AMBAG Board of Directors meeting. (Page 5)

B. AMBAG Regional Clearinghouse Monthly Newsletter

- Miranda Taylor, Planner

Accept the clearinghouse monthly newsletter. (Page 11)

C. AMBAG Sustainability Program Update

- Amaury Berteaud, Sustainability Program Manager

Accept the AMBAG Sustainability Program update. (Page 21)

D. Demographic Forecasting Services: Consultant Agreement

- Chris Duymich, Senior Planner

Authorize the Executive Director to negotiate and execute an agreement with Population Reference Bureau for demographic forecasting consultant services in an amount not to exceed \$75,000. (Page 23)

**E. Metropolitan Transportation Plan/Sustainable Communities Strategy
Project Database: Consultant Agreement**

- Miranda Taylor, Planner

Authorize the Executive Director to negotiate and execute an agreement with BI Consulting Services, LLC for consultant services for the development of the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) Project Database in an amount not to exceed \$30,000. (Page 67)

**F. 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy:
Work Program and Schedule**

- Heather Adamson, Director of Planning

Approve the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy work program and schedule. (Page 113)

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 121)

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

11. ADMINISTRATION

A. Support Letter for Assembly Bill 953: Voluntary Vessel Speed Reduction and Sustainable Shipping Program

Recommended Action: APPROVE

- Maura Twomey, Executive Director

Approve a support letter for AB 953 which will develop a statewide voluntary vessel speed reduction and sustainable shipping program. (Page 127)

12. PLANNING

A. 2023 Public Participation Plan Development

Recommended Action: INFORMATION

- Miranda Taylor, Planner

Staff will provide an overview of the 2023 Public Participation Plan (PPP) development process. Board members are asked to provide feedback on the development of the 2023 Public Participation Plan. (Page 131)

13. ADJOURNMENT

REFERENCE ITEMS:

- A. 2023 Meeting Schedule (Page 135)
- B. Acronym Guide (Page 137)

NEXT MEETING:

Date: May 10, 2023

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

Executive/Finance Committee Meeting: 5:00 PM

Board of Directors Meeting: 6:00 PM

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

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

March 8, 2023

1. CALL TO ORDER

The Board of Directors of the Association of Monterey Bay Area Governments, President, John Freeman presiding, convened at 6:02 p.m. Wednesday, March 8, 2023 at the MBARD Board Room, 24580 Silver Cloud Court, Monterey, CA 93940.

2. AB 2449 VOTE ON ‘EMERGENCY’ CAUSE

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

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

Motion made by Director Adams, seconded by Director Church to approve remote attendance by Director Velazquez in accordance with Government Code 54953. Motion passes unanimously.

3. ROLL CALL

<u>AMBAG Board of Directors</u>			
PRESENT:			
Agency	Representative	Agency	Representative
Capitola	Kristen Brown	County of Monterey	Mary Adams
Carmel	Karen Ferlito	County of Monterey	Glenn Church
Del Rey Oaks	John Uy	County of San Benito	Dom Zanger
Gonzales	Scott Funk	County of Santa Cruz	Manu Koenig
Greenfield	Robert White	County of Santa Cruz	Felipe Hernandez
Hollister	Dolores Morales		
King City	Carlos Victoria	<u>Ex-Officio Members:</u>	
Marina	Brian McCarthy	TAMC	Todd Muck
Monterey	Alan Haffa		
Salinas	Steve McShane (6:23)		
Sand City	Mary Ann Carbone		
San Juan Bautista	John Freeman		
Santa Cruz	Scott Newsome		
Scotts Valley	Derek Timm		
Seaside	Alex Miller		
Soledad	Anna Velazquez		
Watsonville	Eduardo Montesino		
ABSENT:			
Pacific Grove	Nick Smith	<u>Ex-Officio Members:</u>	
County of San Benito	Kollin Kosmicki	3CE	Catherine Stedman
		Caltrans, District 5	Orchid Monroy-Ochoa
		MBARD	Richard Stedman

		MPAD MST SBtCOG SCCRTC SC Metro	Carl Miller Lisa Rheinheimer Binu Abraham Guy Preston Michael Tree
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Others Present: Amaury Berteaud, Sustainability Program Manager; Heather Adamson, Director of Planning; Paul Hierling, Senior Planner; Bhupendra Patel, Director of Modeling; Miranda Taylor, Planner; Diane Eidam, Retired Annuitant; Errol Osteraa, Director of Finance and Administration; Liz Hurtado-Espinosa, Principal Accountant; Gina Schmidt, GIS Coordinator; Will Condon, Associate Planner; Maura Twomey, Executive Director; and Ana Flores, Clerk of the Board.

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

None.

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

None.

6. COMMITTEE REPORTS

A. Executive/Finance Committee

President Brown reported that the Executive/Finance Committee approved the consent agenda that included 1) Minutes of the February 8, 2023 meeting 2) list of warrants as of December 31, 2022; and 3) accounts receivable as of December 31, 2022. The Executive/Finance Committee also received a report on the financials from Maura Twomey, Executive Director.

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

Director Brown stated that she was not able to attend the February 17, 2023 SAC meeting. The next meeting is scheduled on May 19, 2023.

7. EXECUTIVE DIRECTOR'S REPORT

Maura Twomey, Executive Director announced that AMBAG received the Association of Environmental Professional's Environmental Analysis of Merit for the 2045 Metropolitan Transportation Plan/Sustainability Communities Strategy.

8. CONSENT AGENDA

A. Draft Minutes of the February 8, 2023 AMBAG Board of Directors Meeting

The draft minutes of the February 8, 2023 AMBAG Board of Directors meeting were approved.

B. AMBAG Regional Clearinghouse Monthly Newsletter

The AMBAG Clearinghouse monthly newsletter was accepted.

C. AMBAG Sustainability Program Update

The Sustainability Program update was accepted.

D. Draft Amendment No. 3 FY 2022-23 Monterey Bay Region Overall Work Program (OWP) and Budget

The draft Amendment No. 3 FY 2022-23 OWP and Budget was approved.

E. Financial Update Report

The financial update report was accepted.

Motion made by Director Victoria seconded by Director Brown 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 2023-24 Monterey Bay Region Overall Work Program (OWP) and Budget

Bhupendra Patel, Director of Modeling gave a presentation on the draft FY 2023-24 OWP and Budget. The FY 2023-2024 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 Federal Planning Emphasis Areas; 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 2023-24 funding highlights are 1) balanced budget pursuant to AMBAG by-laws; 2) no change to the total member dues; 3) revenues by source are (a) Federal: \$2,801,549; (b) State: \$12,700,540; (c) Local: \$962,360; and d) Total is \$16,464,449. The draft FY 2023-24 expenditure highlights include 1) maintaining current year staff level; 2) includes a 3% COLA; 3) increase in professional services due to REAP; 4) One new grand funded project and continuation of current grant funded projects; 5) General Fund expenditures include costs that are not eligible for Federal reimbursement (a) interests and fees; and (b) cash match to meet federal/state grant requirements; and 6) use of toll credits to match federal funds, preserves General Fund. Mr. Patel added that the final draft will be brought back to the Board at their May 10, 2023 meeting for approval.

11. PLANNING

A. Regional Early Action Planning Grants 2.0 Program Update

Heather Adamson, Director of Planning gave a presentation on the Regional Early Action Planning Grants 2.0 Program. REAP 2.0 provides funds to accelerate housing production and facilitate compliance with the 6th Cycle of the housing element, including RHNA allocations and is intended to advance the SCS. The REAP 2.0 objectives are 1) accelerate infill development that facilitates housing supply, choice, and affordability; 2) affirmatively furthering fair housing; and 3) VMT reduction

(especially transit/multimodal project elements). The REAP 2.0 eligible should fit the following categories 1) Accelerating Infill Development and AFFH: accelerating infill development that facilitates housing supply, choice, affordability and AFFH through planning programs, services, or funding; 2) Affirmatively Furthering Fair Housing: counteracting patterns of segregation, locating lower income housing in high opportunity areas, addressing various disparities in housing opportunity; and 3) VMT reduction a) realizing multimodal communities through programs plans, and actions; b) shifting travel behavior by reducing driving through programs and projects; and c) increasing transit ridership through funding, implementation, and planning. The REAP 2.0 Program Framework includes 1) the Regional Competitive Grant Program; and 2) the Local Suballocation Grant Program. The Regional Competitive Grant Program the applicant awards must support all REAP 2.0 objectives and suballocate the majority of AMBAG's REAP 2.0 funds to a competitive program, granting awards to applicants that best achieve all REAP 2.0 goals and objectives. The Local Suballocation Grant Program the applicant awards must support all REAP 2.0 objectives. It sets aside \$125,000 per jurisdiction with eligible projects which meet all REAP 2.0 goals and objectives. The goal is to provide all cities and counties with an opportunity to propose a REAP 2.0 eligible projects while allowing for both implantation and planning uses. Ms. Adamson reviewed the draft guidelines for the Regional Competitive Grant Program and the Local Suballocation Grant Program that were included as attachments in the agenda packet. The AMBAG Grant Program Guidelines Process consists of 1) incorporates input from State review into draft guidelines; 2) will be released for public review in late March or April 2023; and 3) finalize guidelines scheduled for adoption by the AMBAG Board in May or June 2023. The next steps include 1) HCD finalizes review of AMBAG's final application in March 2023; 2) finalize draft guidelines for both grant programs and release for public review in March or April 2023; and 3) AMBAG Board approves final guidelines and directs staff to issue a Notice of Funding Availability in May or June 2023. The schedule includes 1) suballocation and competitive grant program development and application period in Spring 2023 and Summer 2023; 2) applications are due to AMBAG in the Summer 2023 and early Fall 2023; 3) AMBAG awards grants in late 2023 and early 2024; 5) the deadline for REAP 2.0 recipients to encumber funds on June 30, 2024; and 6) deadline for REAP 2.0 funds to be expended on June 30, 2026. Brief discussion followed.

B. 2050 Metropolitan Transportation Plan/Sustainability Communities Strategy: Draft Work Program and Schedule

Heather Adamson, Director of Planning gave a presentation on the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) Draft Work Program and Schedule. 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) detailed work program and schedule is developed; and 5) scheduled for adoption in 2026. Ms. Adamson reported that staff worked with all local jurisdictions to develop the 2026 Regional Growth Forecast. Staff had one-on-one meetings and held Planning Directors Forums. The draft Regional Growth Forecast will be presented in the fall 2024. The key MTP/SCS tasks include 1) incorporate results of completed studies and those currently underway; 2) new land use model; 3) performance based planning including developing plan performance measures; 3) call for projects, project list changes and updated cost estimates for projects, services and programs; 4) updated revenue projections; and 5) equity and environmental justice analysis. The Environmental Impact Report (EIR) is required for the MTP/SCS and evaluates the impacts of the 2050 MTP/SCS on the physical environment at the program level. AMBAG will be the lead for developing the program EIR and working with the RTPA's in its development. The EIR will analyze a range of impacts resulting from

future development and improvements to the regional transportation network. The Notice of Preparation is scheduled to be released in 2024. Public involvement and outreach includes 1) to develop a public involvement plan based on the strategies to be included in the AMBAG 2023 Public Participation Plan which is currently under development; and 2) engage the public and stakeholders by holding public workshops, meetings, visualizations, website, surveys, and other activities. Next steps include to discuss and receive input on the draft work program with various working groups and committees. The AMBAG Board will be asked to approve the 2050 MTP/SCS work program and schedule in April 2023. Brief discussion followed.

12. ADJOURNMENT

The Board of Directors meeting was adjourned at 7:15 PM in memory of Councilmember Darlene Acosta from the city of King City, CA.

John Freeman, President

Maura F. Twomey, Executive Director

DRAFT AMBAG BOARD OF DIRECTORS MEETING ATTENDANCE & VOTING RECORD

BOARD MEETING DATE: March 8, 2023

Attendance (X= Present; AB= Absent) Voting (Y= Yes; N=No; A=Abstain)				
MEMBER	AMBAG REP	Attendance	Item # 2	Item # 8
Capitola	Kristen Brown	X	Y	Y
Carmel-by-the-Sea	Karen Ferlito	X	Y	Y
Del Rey Oaks	John Uy	X	Y	Y
Gonzales	Scott Funk	X	Y	Y
Greenfield	Robert White	X	Y	Y
Hollister	Dolores Morales	X	Y	Y
King City	Carlos Victoria	X	Y	Y
Marina	Brian McCarthy	X	Y	Y
Monterey	Alan Haffa	X	Y	Y
Pacific Grove	Nick Smith	AB	N/A	N/A
Salinas	Steve McShane	X (6:23)	*	Y
San Juan Bautista	John Freeman	X	Y	Y
Sand City	Mary Ann Carbone	X	Y	Y
Santa Cruz	Scott Newsome	X	Y	Y
Scotts Valley	Derek Timm	X	Y	Y
Seaside	Alex Miller	X	Y	Y
Soledad	Anna Velazquez	X	Y	Y
Watsonville	Eduardo Montesino	X	Y	Y
County-Monterey	Mary Adams	X	Y	Y
County-Monterey	Glenn Church	X	Y	Y
County-Santa Cruz	Manu Koenig	X	Y	Y
County-Santa Cruz	Felipe Hernandez	X	Y	Y
County-San Benito	Kollin Kosmicki	AB	N/A	N/A
County-San Benito	Dom Zanger	X	Y	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 12, 2023

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

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

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

FINANCIAL IMPACT:

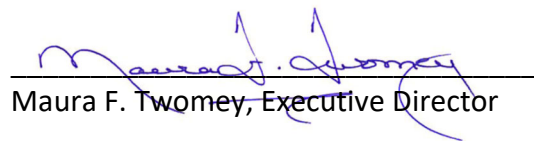
There is no direct financial impact. Staff time for monitoring clearinghouse activities is incorporated into the current AMBAG Overall Work Program and budget.

COORDINATION:

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

ATTACHMENT:

1. Monthly Newsletter - Clearinghouse items March 1 – March 31, 2023.

APPROVED BY:

Maura F. Twomey, Executive Director

Attachment 1

AMBAG REGIONAL CLEARINGHOUSE

The AMBAG Board of Directors will review these items on 4/11/2023

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

ENVIRONMENTAL DOCUMENTS

20230309

Capitol Motel General Plan Amendment, Rezone, and CU Permit for Extended Stay Hotel

City of Salinas
Thomas Wiles
(831) 758-7206

Notice of Intent (NOI)

Mitigated Negative Declaration (MND)

The project includes the following applications: 1. General Plan Amendment 2022-003 (GPA 2022-003); Request to change the General Plan designation of an approximately 8,349 square-foot eastern portion of a 18,880 square-foot lot located at 2110 North Main Street from "Residential Low Density" to "Retail"; 2. Rezone 2022-003 (RZ 2022-003); Request to change Zoning designation of the above referenced 8,349 square-foot eastern portion of the project site from "Residential Low Density (R-L-5.5)" to "Commercial Retail (CR)"; and 3. Conditional Use Permit 2022-005 (CUP 2022-005); Request to establish and operate an Extended Stay Hotel for 22 of 25 on-site rooms.

Project Location:

Monterey County

Parcel: 253074005000

Public hearing information:

200 Lincoln Avenue

5/3/2023 3:30 PM

Public review period ends **Monday, April 17, 2023**

City of Gonzales
Taven Kinison Brown
(831) 675-5000

Notice of Intent (NOI)

Mitigated Negative Declaration (MND)

Agricultural processing facility - 313,800 square feet of building area within a 32.1-acre development footprint. The base facility includes 210,000 SF of building area for raw product cold storage and processing lines, and approximately 33,800 SF of office administration and miscellaneous functional space. 70,000 SF of building is proposed for future construction with operations similar to the base facility. Balance of the site will be largely paved for parking, truck circulation, and siting refrigeration and other equipment. Process wastewater will be treated and stored for use as agricultural irrigation supply. Planned off-site improvements include water and wastewater mains and a recycled process water storage pond. Peak operations are April-November with 426 new jobs, 80 jobs in the off-season. Annexation and General Plan Amendment approvals are required.

Project Location:

Monterey County

Parcel: 223032019

Public hearing information:

City of Gonzales Council Chambers

4/24/2023 6:00 PM

Public review period ends **Thursday, April 13, 2023**

City of Watsonville
Beau Kayser
(831) 768-3193

Notice of Availability
Mitigated Negative Declaration (MND)

Initial Study

The purpose of the Proposed Project is to construct a new tank for redundant storage for the City's Zone 2 area to help the City maintain and continue to provide its existing customers with safe and reliable water supply. The City's Proposed Project includes the construction and operation of a new up to 3 million-gallon (MG) 36.5-foot high and up to 121-foot diameter concrete above ground water storage tank at the site of the Watsonville Municipal Airport. The new tank will be sited next and adjacent to the City's existing 3 (MG) water storage tank and will provide the necessary back-up and emergency storage in the event of a catastrophic event such as an earthquake, drought or failure of the existing tank. The City's existing approximately 32-foot high 150-foot diameter steel tank is nearing the end of its useful life and based on 2014 and 2019 inspections is suffering from internal corrosion. As a result, the existing storage tank will soon need to be rehabilitated and/or replaced and the City cannot risk taking the existing tank out of service until a/the new tank is constructed. As a result, this Proposed Project is not to provide water supply for growth, but instead to continue to provide the City's existing customers with safe and reliable water supply.

Project Location:

Santa Cruz County

Parcel: NA

Public hearing information:

TBD

Public review period ends **Thursday, April 6, 2023**

County of Monterey
Mary Israel
(831) 755-5025

Notice of Intent (NOI)

Mitigated Negative Declaration (MND)

After-the-fact Combined Development Permit to clear Code Enforcement case (CE080464) consisting of: 1) a Coastal Administrative Permit and Design Approval for the construction of a 1,472 square foot two-story single family dwelling, a detached 185 square foot accessory dwelling unit, a 857 square foot two-story barn, a 452 square foot detached kitchen and cold room, three sheds (260 square feet, 100 square feet and 82 square feet), a 364 square foot carport/ workshop, 12 water storage tanks (one for 12,000 gallons, six for 4,900 gallons, two for 3,000 gallons, three for 2,500 gallons and three for 500 gallons), a water catchment system, on-site wastewater system, approximately 600 linear feet of unpaved driveway, and associated grading; 2) a Coastal Development Permit to allow removal of 3 Madrone trees; and 3) a Coastal Development Permit to allow a Lot Line Adjustment between two legal lots of record consisting of Parcel 1, 43.65 acres (Assessor's Parcel Number 418-151-005-000), and Parcel 2, 7.25 acres (Assessor's Parcel Number 418-151-006-000). The adjustment would result in two parcels of 40.43 acres (Parcel A) and 10.47 acres (Parcel B).

Project Location:

Monterey County

Parcel: 418151005000

Public hearing information:

TBD

Public review period ends **Wednesday, April 26, 2023**

County of Monterey
Mike Novo
(831) 755-5176

Notice of Availability

Mitigated Negative Declaration (MND)

Demolition of an existing classroom building and construction of a new approximately 35,700 square foot building. The project would involve approximately 5400 cubic yards of grading and removal of 16 protected trees. The proposed building would be located in approximately the same footprint as the existing building and lie completely within the disturbed area of the existing school campus

Project Location:

Monterey County

Parcel: 008022023000

Public hearing information:

TBD

5/10/2023 9:00 AM

Public review period ends **Monday, April 24, 2023**

PUBLIC HEARINGS

20230308

200 Manabe OW Road

City of Watsonville
Matt Orbach
(831) 768-3075

Notice of Intent (NOI)

Mitigated Negative Declaration (MND)

Initial Study and Mitigated Negative Declaration for a project that would include the construction of a rectangular two-story industrial warehouse structure totaling 156,961 square feet, including a two-story office within the building containing approximately 15,900 square feet of office space and a 555-square foot receiving office, at 200 Manabe Ow Road.

Project Location:

Santa Cruz County

Parcel: 01871133

Public hearing information:

City of Watsonville, City Council Chambers

4/11/2023 5:30 PM

Public review period ends **Tuesday, November 22, 2022**

20230304

Air District Fee Rule Revisions

Monterey Bay Air Resources Dist
Amy Clymo
(831) 647-9411

Notice of Public Hearing

Public workshops and Board meetings will be held by the Monterey Bay Air Resources District (MBARD) to consider the Fiscal Year (FY) 2023-2024 Budget and fee rules. MBARD is considering a fee increase of 3%. We request your input on the draft FY 2023-2024 budget and fee rules. Copies of the proposed fee changes will be available on the website (MBARD.ORG) or upon request beginning on March 20, 2023. Any changes to fees would be effective on July 1, 2023.

Project Location:

Regionwide

Parcel: NA

Public hearing information:

Hybrid

4/19/2023 1:30 PM

Public review period ends **Friday, June 9, 2023**

20230305

Generator Improvements Rule

Department of Toxic Substances Control
Office of Legislation and Regulatory Affairs

(916) 322-4563

Other

Notice of Availability

The Department of Toxic Substances Control proposes to add California Code of Regulations, title 22, division 4.5, sections 66262.13, 66262.15, 66262.16, 66262.17, 66262.18, 66262.250, 66262.251, 66262.252, 66262.253, 66262.254, 66262.255, 66262.256, 66262.260, 66262.261, 66262.262, 66262.263, 66262.264, 66262.265, amend sections 66260.10, 66260.23, 66262.10, 66262.32, 66262.35, 66262.41, 66263.43, 66263.45, 66263.46, 66264.1, 66264.71, 66264.191, 66264.192, 66264.193, 66264.1030, 66264.1050, 66265.1, 66265.71, 66265.191, 66265.192, 66265.193, 66265.1030, 66265.1050, 66268.1, 66268.7, 66268.50, 66270.60, 66273.8, 66273.9, 66273.72, 66279.10, 67426.1, and repeal sections 66262.12, 66262.34.

Project Location:

Statewide

Parcel: NA

Public hearing information:

TBD

Public review period ends **Monday, May 8, 2023**

20230302

200 Manabe Ow Road

City of Watsonville
Matt Orbach
(831) 768-3075

Notice of Public Hearing
Mitigated Negative Declaration (MND)

Notice of Intent (NOI)

Initial Study and Mitigated Negative Declaration for a project that would include the construction of a rectangular two-story industrial warehouse structure totaling 156,961 square feet, including a two-story office within the building containing approximately 15,900 square feet of office space and a 555-square foot receiving office, at 200 Manabe Ow Road.

Project Location:

Santa Cruz County

Parcel: 01871133

Public hearing information:

Watsonville City Council Chambers

3/21/2023 6:00 PM

Public review period ends **Tuesday, November 22, 2022**

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, Sustainability Program Manager

SUBJECT: AMBAG Sustainability Program Update

MEETING DATE: April 12, 2023

RECOMMENDATION:

It is recommended the Board of Directors accept this report.

BACKGROUND/ DISCUSSION:

AMBAG Sustainability Program Elements

Energy Efficiency Program Development

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

In June 2021, RHTR partners executed a memorandum of understanding for the development of the RuralREN. RHTR partners submitted a motion for the creation of the RuralREN as well as the RuralREN 2023-2031 strategic business plan to the CPUC in March 2022. In June 2022, Commissioner Shiroma issued a ruling on the schedule and scope of the proceeding which determined that the RuralREN motion should be considered on the same timeline as the 2024-2031 business plans from existing energy efficiency portfolio administrators. In the past month, AMBAG staff continued to work with RHTR partners to engage in the regulatory process. Final comments in the regulatory proceedings were due on April 3, 2023 and reply comments on April 10, 2023. A proposed decision on the RuralREN business plan is now anticipated by the end of May and a final decision by late summer 2023. If approved, programs would launch on January 1, 2024.

Planning Excellence!

Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study

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

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

In the past month AMBAG staff worked with Ascent Environmental Inc. to gather and analyze data that will be used to create carbon stock inventory for the natural and working lands of the Monterey Bay region.

ALTERNATIVES:

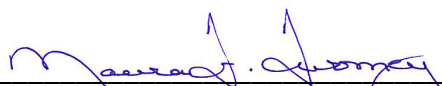
There are no alternatives to discuss as this is an informational report.

FINANCIAL IMPACT:

The budget is fully funded under a SALC planning grant, and SB1 Planning Funds. All funding is programmed in the FY 2022-23 Overall Work Program and Budget.

COORDINATION:

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

APPROVED BY:

Maura F. Twomey, Executive Director



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Chris Duymich, Senior Planner

SUBJECT: Demographic Forecasting Services:
Consultant Agreement

MEETING DATE: April 12, 2023

RECOMMENDATION:

It is recommended that the Board authorize the Executive Director to negotiate and execute an agreement with Population Reference Bureau for demographic forecasting consultant services in an amount not to exceed \$75,000.

BACKGROUND/DISCUSSION:

AMBAG requires demographic forecasting consultant services to assist with the development of 2026 Regional Growth Forecast and the Regional Housing Needs Allocation.

Following the AMBAG procurement policies, staff issued a Request for Proposals (RFP) for demographic forecasting services in January 2023. The RFP was advertised in local newspapers, the RFP National Database, and online on the American Planning Association's and AMBAG's websites. AMBAG received five proposals to conduct the work.

An Evaluation Committee consisting of AMBAG staff reviewed the proposals and concluded that Population Reference Bureau was the most qualified to complete the work and recommended that PRB be awarded the contract.

ALTERNATIVES:

AMBAG could choose not to hire demographic forecasting consulting services to develop 2026 Regional Growth Forecast. Staff does not recommend this alternative.

FINANCIAL IMPACT:

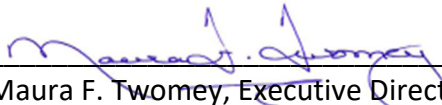
The funding to conduct the work is budgeted in the FY 2022-23 Overall Work Program and Budget.

COORDINATION:

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

ATTACHMENT:

1. Draft Agreement with Population Reference Bureau

APPROVED BY:

Maura F. Twomey, Executive Director

Attachment 1
DRAFT
AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 3rd day of May 2023, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and the **Population Reference Bureau**, hereinafter called "**CONTRACTOR**".

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for the tri-county region of Monterey, San Benito and Santa Cruz counties the Association of Monterey Bay Area Governments (AMBAG) is responsible for preparing a Sustainable Communities Strategy (SCS) as part of the Metropolitan Transportation Plan (MTP).

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

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Agreement with AMBAG; and

WHEREAS, pursuant to its annual Overall Work Program (OWP), AMBAG will be engaged in many activities and projects that will require certain technical, professional or support services to update the Regional Growth Forecast; 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 CONTRACTOR are to be completed according to the schedule set out in Exhibit "A," entitled "Project Tasks/Services, Timeline, and Budget," which is attached hereto and incorporated herein. CONTRACTOR will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "Project Tasks/Services, Timeline, and Budget."

4. CHANGE IN TERMS

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

5. COORDINATION/STAFFING

- A. CONTRACTOR shall assign **Beth Jarosz 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 as specified in the approved Cost Proposal.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Contract. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title.
- E. CONTRACTOR shall not commence performance of work or services until this contract has been approved by AMBAG and written notification to proceed has been issued by AMBAG. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- F. In no event shall compensation as described in Exhibit A exceed SEVENTY-FIVE (\$75,000) without prior written consent of AMBAG.

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

7. INVOICING

- A. Invoices for services must be presented to AMBAG no later than the tenth day of each month for the month prior. CONTRACTOR shall submit an invoice to AMBAG stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. AMBAG shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Contract. Payment of the invoices will be made to CONTRACTOR after acceptance of work product and approval by AMBAG.
- 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
24580 Silver Cloud Court,
Monterey, CA, 93940

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.

13. TERMINATION

A. Termination of Convenience of AMBAG

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

B. Termination for Cause

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates any of the covenants, terms, or stipulations of this Contract, AMBAG shall thereupon have the right to terminate the Contract by giving not less than ten (10) calendar days written notice to the CONTRACTOR of the intent to terminate and specifying the effective

date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the CONTRACTOR under this Contract shall, at the option of AMBAG, become AMBAG's property.

14. DISPUTES

AMBAG and CONTRACTOR are fully committed to working with each other throughout the Term of this Agreement and agree to communicate regularly with each other at all times so as to avoid and minimize disputes. AMBAG and CONTRACTOR agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a question or controversy. AMBAG and CONTRACTOR each commit to resolving such dispute in an amicable, professional, and expeditious manner and agree to use the following procedure for resolving the dispute: (a) either party may give notice to the other of the dispute and will meet within three (3) business days to attempt to resolve the dispute; (b) a meeting or meetings shall be promptly between the representatives of the parties regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; (c) if within thirty (30) 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 prior 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.

- H. All insurance policies shall be issued by an insurance company currently authorized be the Insurance Commissioner to transact the business of insurance or in on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholder' Rating A- or higher and Financial Size Category Class VI or higher in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by 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
24580 Silver Cloud Court,
Monterey, CA, 93940**

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

45. FLOW-DOWN PROVISIONS

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

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

46. INTERPRETATION

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

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

AMBAG:

Signature: _____

Name: Maura F. Twomey

Title: Executive Director

Association of Monterey Bay Area Governments (AMBAG)

Signature: _____

Name: John Freeman

Title: Board President

Association of Monterey Bay Area Governments (AMBAG)

CONTRACTOR:

Signature: _____

Name: Jeffrey Jordan

Title: President/CEO

Firm: Population Reference Bureau

APPROVED TO AS TO FORM:

By: _____

Don Freeman, AMBAG Legal Counsel

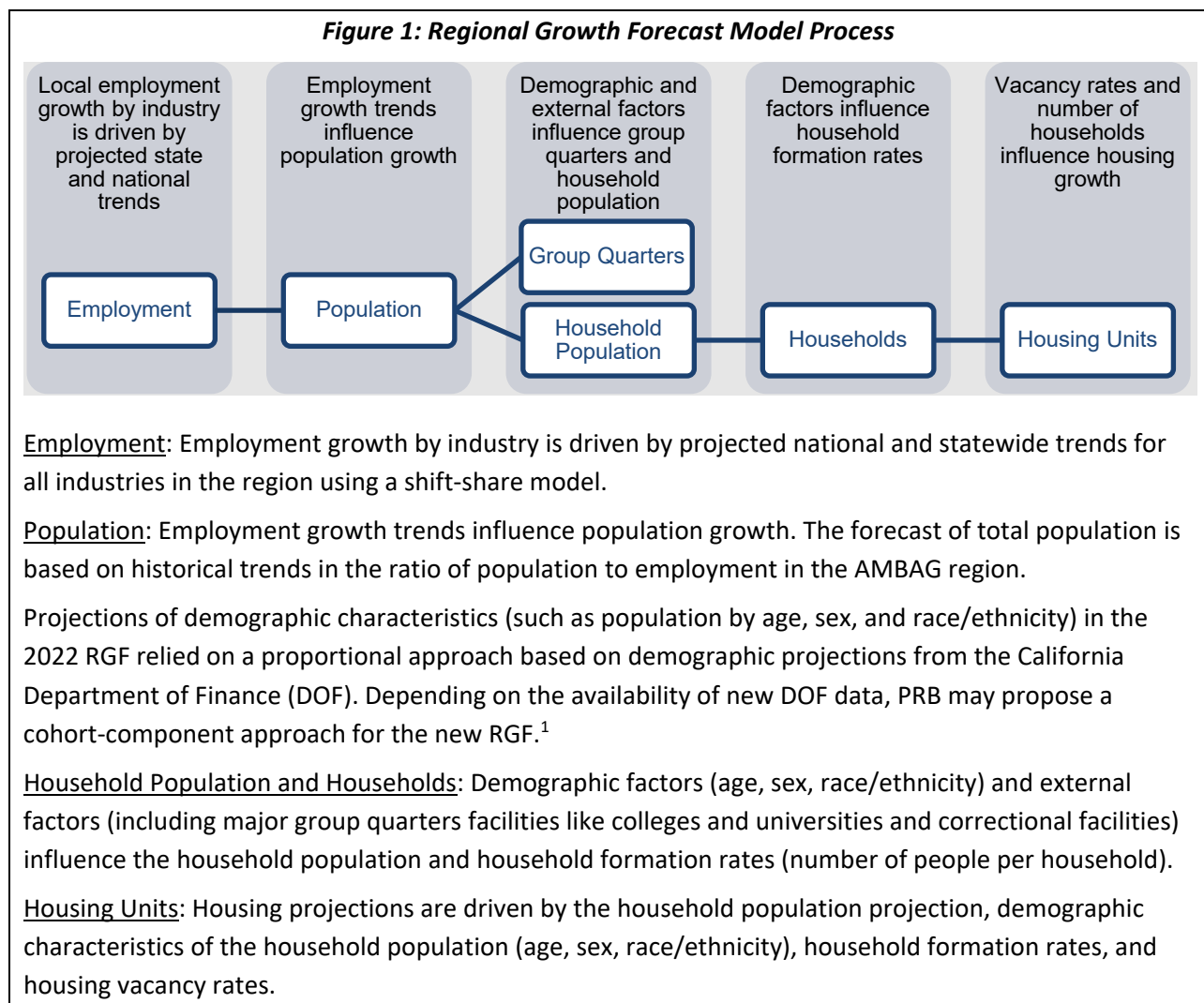
P.O. Box 805, Carmel CA 93921

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

PRB proposes the following activities, to take place between **July 2023 and September 2024**, with a kickoff meeting in May 2023 and ongoing technical support through 2026:

Task 1: Update Regional Growth Forecast

PRB will provide technical assistance to AMBAG staff in updating the Regional Growth Forecast (RGF) to 2050. As part of the update process, PRB will evaluate alternative methodologies. One methodology option that will be considered is the methodology developed for the 2022 RGF. AMBAG, in partnership with PRB, produced the 2022 forecast using an integrated model, described in Figure 1 below.



¹ During the 2022 forecast update PRB discovered some irregularities in the age and race/ethnic structure in DOF's demographic projections. PRB alerted DOF to the issues, and DOF released minor revisions. DOF proposes to release a new forecast in spring 2023, and PRB will need time to assess those results for quality. An independent cohort-component forecast for the AMBAG region would ensure accurate projections of population by age, sex, and race/ethnic detail for the AMBAG region.

Data sources proposed for use in modeling include the California Department of Finance (DOF), the California Employment Development Department, the U.S. Bureau of Labor Statistics, the U.S. Census Bureau, and other sources as appropriate.

At the start of the project, PRB will review all steps in the methodology with AMBAG staff and will propose adjustments (if necessary) to ensure forecast accuracy and methodological defensibility. Throughout the process, PRB will meet regularly with AMBAG staff (via conference call, web meeting, or in person) to discuss tasks, answer questions, provide status updates, and ensure that AMBAG is satisfied with the forecast process and products.

PRB proposes to exceed the requirements of the scope of work by producing projections of total employment, population, and housing using at least one additional method (such as trend extrapolation, cohort-component, cohort-change ratio, or another method) for review and discussion with AMBAG staff. This step will ensure that the existing model produces results consistent with other methods and serve as a quality check on the forecast. If AMBAG decides to incorporate one or more of the alternative methods into the forecast framework, PRB will make the necessary revisions.

Once AMBAG has agreed upon a forecast framework, PRB will update the model data, and make model adjustments as necessary, to produce a new RGF that extends to 2050.

PRB will document the methodology and results of the RGF analysis, major factors and components of growth, summary tables of forecast results (including employment, population, households, and housing), and conclusions and findings in a Regional Growth Forecast Report. In the report, PRB will provide comparisons to regional, state, and national projections, where applicable.

PRB will produce RGF slides for use in presentations to the Planning Directors Forum, the AMBAG Board, and the public.

Addressing Changing Population Trends: One major break from prior forecasts is that, given higher pandemic-era mortality and a near standstill in international migration, the AMBAG region population has *declined* in recent years, according to the latest estimates from the California Department of Finance.

PRB recognizes that this change in trend may be challenging to communicate. PRB is prepared to document the change and to help communicate the implications of slowing population growth to AMBAG stakeholders.

Task 2: Disaggregate to a Subregional Growth Forecast

In addition to the Regional Growth Forecast, PRB will produce a subregional disaggregation of employment, population, and housing. PRB proposes to use the Subregional Growth Forecast (SGF) modeling framework used in the 2022 RGF—a combination of methods that include the classical shift-share method, the implicit shift-share method, and the constant share method.

Formulas for each are shown in Figure 2 below. Each of these approaches is a rigorous yet relatively straightforward technique commonly used in local forecasting. PRB also understands that local review and input are key elements of a successful SGF and will work with AMBAG and member agencies to reflect local information in the forecast.

Figure 2: Equations for Shift-Share Approaches to Subregional Disaggregation

Classical Shift-Share

$$L_i^{t+n} = L_i^t \left[\frac{R_A^{t+n}}{R_A^t} + \left(\frac{R_i^{t+n}}{R_i^t} - \frac{R_A^{t+n}}{R_A^t} \right) + a \left(\frac{L_i^t}{L_i^{t-m}} - \frac{R_i^t}{R_i^{t-m}} \right) \right]$$

Implicit Shift-Share

$$L^{t+n} = L^t \left(\frac{R^{t+n}}{R^t} \right) + a R^{t+n} \left(\frac{L^t}{R^t} - \frac{L^{t-m}}{R^{t-m}} \right)$$

Constant Share

$$L^{t+n} = L^t \left(\frac{R^{t+n}}{R^t} \right)$$

Where:

L = local value	i = industry	A = total (all industries)	R = regional value
t = time	m,n = number of years	a = adjustment factor	

Employment: PRB proposes to start with the classical shift-share method to allocate employment by industry from the region to the county level. This approach takes into account a local area's regional share of employment within an industry, the local area's industry mix, and the local area's competitive advantage. The constant share method can then be used to allocate employment by industry from the county to the city level. The constant share approach is useful when there is uncertainty regarding future local growth conditions and for ensuring that forecast results remain positive, even if an area experienced employment decline in the years used for model calibration.

Population: PRB proposes to use the implicit shift-share method to allocate population from the region to the county and city levels. This method takes into account larger regional growth patterns as well as historical trends in local growth relative to the regional conditions. For demographic projections (population by age, sex, and race/ethnicity), PRB will work with AMBAG to select either a ratio-based or cohort-component model.

Households and Housing: As in the model used in the RGF, population projections by age, sex, and race/ethnicity will be used in combination with household formation rates and housing vacancy rates to project county- and city-level households and housing units.

Proposed data sources for the SGF include DOF, the California Employment Development Department, the U.S. Bureau of Labor Statistics, the U.S. Census Bureau, and other sources as appropriate.

Throughout the process, PRB will meet regularly with AMBAG staff (via conference call, web meeting, or in person) to discuss tasks, answer questions, provide status updates, and ensure that AMBAG is satisfied with the subregional forecast process and products.

PRB will document the SGF methodology and results in a Technical Memorandum. PRB will combine the reports from Tasks 1 and 2 into a Final Forecast Report—comprehensive forecast technical documentation that can be included in the Regional Transportation Plan.

Special Populations in the AMBAG Region

A critical caveat to all the methods proposed is that any local-area forecast must be adjusted to address changes that are exogenous to the models. Of particular interest in the AMBAG region are two issues: annexations and special populations. Special populations include, for example, persons living in college dorms, prisons, and military facilities.

PRB's team has unique insight into the complexities of special populations, city annexations, and military base closures in the AMBAG region. PRB's knowledge includes, but is not limited to, historical annexations, base closures, base redevelopment (such as the Fort Ord Reuse Area), historical growth and planned expansions of local universities, and population trends at correctional facilities. PRB will use this knowledge to produce a new forecast for AMBAG that accounts for exogenous population changes.

Proposed Drafts and Revisions

PRB understands that new data may become available as the project progresses. For example, it is likely that DOF will publish new population projections during the period of this work plan. Similarly, the California Employment Development Department re-benchmarks historical employment data each spring. In addition, AMBAG staff and member agencies may request forecast adjustments based on public comment, plan updates, or other inputs. To accommodate revisions, PRB's proposed scope of work incorporates drafts and revisions as follows:

Regional Growth Forecast

- Up to three working drafts for AMBAG review, leading to a Preliminary RGF.
- One Preliminary RGF (files intended for use in planning and outreach).
- One Preliminary RGF Report.
- One Final RGF (incorporating relevant data updates and revisions).
- One Final RGF Report.

Subregional Growth Forecast

- Up to five working drafts for AMBAG review, leading to a Preliminary SGF.²
- One Preliminary SGF (files intended for use in planning and outreach).
- One Technical Memorandum for the Preliminary SGF.
- One Final SGF (incorporating relevant data updates and revisions).
- One Final Forecast Report/Technical Document (reflecting both RGF and SGF).

Schedule

In accordance with the timeline below, PRB will provide the main set of Task 1 deliverables by January 2024 and will assist AMBAG in revising the draft RGF report as necessary and will provide ongoing support and technical assistance under Task 1 through the project end date. PRB proposes the main set of Task 2 deliverables by September 2024, and will assist AMBAG with ongoing support through the project end date.

Cost Estimate

The proposed cost for Task 1 is \$34,434, the proposed cost for Task 2 is \$40,566, for a **total cost of \$75,000**.

² In producing the 2022 SFG and the 2018 SGF, PRB initially proposed three working drafts. In both forecast cycles, AMBAG member jurisdiction input resulted in the need for several additional drafts, which triggered contract modifications. For this update PRB is proposing to increase the scope to five drafts.

Schedule

The project schedule is shown below. The timeline may be adjusted through discussion and mutual agreement between PRB and AMBAG.

		2023										2024										2025	
		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan-Dec	
Task 1: Update Regional Growth Forecast (RGF)																							
Kickoff meeting	x																						
Forecast methodology review, recommendations		x	x																				
Memorandum documenting the growth forecast methodologies for consideration by AMBAG					D																		
Periodic meetings/conference calls w/ AMBAG staff			D	D	D	D	D	D	D	D													
Draft Preliminary RGF for review with AMBAG *				x	x	x	x																
Preliminary RGF (data files)*									D														
Draft RGF Report**									D														
Slides for Preliminary RGF									D														
Revised (Final) RGF*												x	x	x	x	D							
Final RGF Report**																D							
Slides for Final RGF																D							
Ongoing support and technical assistance*																	x	x	x	x	x	x	
Task 2: Disaggregation to a Subregional Growth Forecast (SGF)																							
Subregional methodology review, recommendations										x													
Periodic meetings/conference calls w/ AMBAG staff										D	D	D	D	D	D	D	D						
Draft Preliminary SGF for review with AMBAG									x	x	x	x	x										
Preliminary SGF (data files)													D										
Technical memorandum, Preliminary SGF													D										
Slides for Preliminary SGF													D										
Adjustments to county & local jurisdiction forecasts									x	x	x	x	x										
Revised Subregional Disaggregation (Final SGF)														x	x	x	x	D					
Final technical memorandum detailing the methodology																	x	D					
Slides for Final SGF																		D					
Ongoing support and technical assistance																	x	x	x	x	x	x	

x = work in progress D = deliverable

* Specific tasks associated with the deliverable "Review and provide technical assistance for the updated employment, housing, and population forecasts for 2050."

** Specific tasks associated with the deliverable "Review and provide technical assistance for the Draft and Final Regional Growth Forecast Reports."

EXHIBIT B. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

Name of Firm

Signature (original signature required)

Date

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

EXHIBIT D. DISADVANTAGED BUSINESS ENTERPRISES (DBE) INFORMATION FORM

EXHIBIT E. CERTIFICATIONS

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

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

Current members of the AMBAG Board of Directors are attached.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any AMBAG Director(s) in the 12 months preceding the date of the issuance of this request for 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	Kristen Brown	Soledad	Anna Velazquez
Carmel-by-the-Sea	Karen Ferlito	Watsonville	Eduardo Montesino
Del Rey Oaks	John Uy	County of Monterey	Glenn Church
Gonzales	Scott Funk	County of Monterey	Mary Adams
Greenfield	Robert White	County of Santa Cruz	Felipe Hernandez
Hollister	Rick Perez	County of Santa Cruz	Manu Koenig
King City	Carlos Victoria	County of San Benito	Dom Zanger
Marina	Brian McCarthy	County of San Benito	Kollin Kosmicki
Monterey	Alan Hoffa		
Pacific Grove	Nick Smith	<u>Ex-Officio Members:</u>	
Salinas	Steve McShane	Caltrans District 5	
San Juan Bautista	John Freeman	MBARD	
Sand City	Mary Ann Carbone	CCCE	
Santa Cruz	Sandy Brown	MPAD	
Scotts Valley	Derek Timm	MST	
Seaside	Alex Miller	SBtCOG	
		SCCRTC	
		SC METRO	
		TAMC	

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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: <div style="text-align: center;"><i>Congressional District, if known:</i></div>	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <div style="text-align: center;"><i>Congressional District, if known:</i></div>	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: ____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from No. 10a) <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	Signature: _____ Print Name: _____ Title: _____	

<p>required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up 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 Qualifications (RFQ) 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., "RFQ-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

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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Miranda Taylor, Planner

SUBJECT: Metropolitan Transportation Plan/Sustainable Communities Strategy Project Database: Consultant Agreement

MEETING DATE: April 12, 2023

RECOMMENDATION:

It is recommended that the Board of Directors authorize the Executive Director to negotiate and execute an agreement with BI Consulting Services, LLC for consultant services for the development of the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) Project Database in an amount not to exceed \$30,000.

BACKGROUND/DISCUSSION:

AMBAG requires consultant services to develop the MTP/SCS Project Database. This online database will be used to store and monitor transportation projects and programs and stored on agency servers for transportation planning purposes.

Following the AMBAG procurement policies, staff issued a Request for Qualifications (RFQ) for consulting services in January 2023. The RFQ was advertised in local newspapers, the RFP National Database, and online on the American Planning Association's and AMBAG's website. Staff received one consultant proposal to conduct the work. An evaluation committee consisting of staff from AMBAG reviewed the proposals and conducted consultant interviews with the consultant. The evaluation committee evaluated BI Consulting Services, LLC based on four criteria: 1) Proposed method to accomplish the work; 2) project experience; 3) staff qualifications; and 4) cost or best value and found them to be very responsive and able to conduct the work needed.

ALTERNATIVES:

AMBAG could choose not to hire consultant services to assist with the development of the MTP/SCS Project Database. Staff does not recommend this alternative.

FINANCIAL IMPACT:

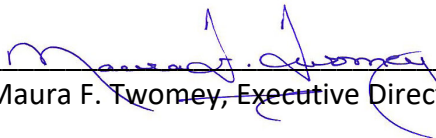
The funding to conduct the work is budgeted in the FY 2022-2023 Overall Work Program and Budget.

COORDINATION:

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

ATTACHMENT:

1. Draft Agreement between AMBAG and BI Consulting Services, LLC

APPROVED BY:
Maura F. Twomey, Executive Director

Attachment 1

DRAFT AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 30th day of April 2023, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and the **BI Consulting Services**, hereinafter called "**CONTRACTOR**".

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for Monterey, Santa Cruz and San Benito Counties, AMBAG is developing and/or modifying existing TELUS database for planning support for both the Metropolitan Transportation Plan (MTP)/Sustainable Communities (SCS) and Metropolitan Transportation Improvement Plan (MTIP); 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 services; 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 CONTRACTOR are to be completed according to the schedule set out in Exhibit "A," entitled "Project Tasks/Services, Timeline, and Budget," which is attached hereto and incorporated herein. CONTRACTOR will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "Project Tasks/Services, Timeline, and Budget."

4. CHANGE IN TERMS

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

5. COORDINATION/STAFFING

- A. CONTRACTOR shall assign **Nichole McKinney, 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. AMBAG shall pay CONTRACTOR for services in the Project Tasks/Services as shown in Exhibit A. The proposed costs and are subject to budget approval by the AMBAG Board of Directors. In no event shall compensation including any and all costs and expenses as described in Exhibit A exceed THIRTY THOUSAND (\$30,000) without prior written consent of AMBAG.
- B. Additional tasks may be added to the scope of work/contract pending additional funding, and if mutually agreed to by AMBAG and the Consultant. If additional tasks and funding are included after the execution of this agreement, the Consultant will provide an additional Cost Proposal covering those additional tasks and costs.
- C. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal dated March 1, 2023, for all work performed included in the Project Tasks/Services. CONTRACTOR will also be reimbursed for any additional hours worked at the hourly rates specified in additional Cost Proposals

implemented though the process specified in paragraph 6 subparagraph B above. 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.

- D. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than personnel costs that are in the Cost Proposal dated March 1, 2023, and identified in the Cost Proposal and in the executed contract, and any additional Cost Proposals implemented though the process specified in paragraph 6 subparagraph B above.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal(s).
- F. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit. Invoices shall be submitted monthly or quarterly for work for which the CONTRACTOR is billing. Monthly or quarterly payment arrangements may be made at the discretion of AMBAG in consultation with the consultant. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved cost estimate and shall reference this contract number and project title.
- G. 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.
- H. It is mutually understood between the parties that funding for this contract is contingent on State Budget passage and federal and state funding as well as reimbursement from Caltrans.

7. INVOICING

- A. Invoices for services must be presented to AMBAG no later than the tenth day of each month for the month prior. CONTRACTOR shall submit an invoice to AMBAG stating the amount due for such services on a monthly or quarterly basis throughout the duration of the project. Said monthly or quarterly 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.
- 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
24580 Silver Cloud Court,
Monterey, CA, 93940**

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.

13. TERMINATION

A. Termination of Convenience of AMBAG

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

B. Termination for Cause

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

14. DISPUTES

AMBAG and CONTRACTOR are fully committed to working with each other throughout the Term of this Agreement and agree to communicate regularly with each other at all times so as to avoid and minimize disputes. AMBAG and CONTRACTOR agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a question or controversy. AMBAG and CONTRACTOR each commit to resolving such dispute in an amicable, professional, and expeditious manner and agree to use the following procedure for resolving the dispute: (a) either party may give notice to the other of the dispute and will meet within three (3) business days to attempt to resolve the dispute; (b) a meeting or meetings shall be promptly between the representatives of the parties regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; (c) if within thirty (30) 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 prior 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.

- H. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance or in on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholder' Rating A- or higher and Financial Size Category Class VI or higher in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by 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
24580 Silver Cloud Court,
Monterey, CA, 93940**

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

45. FLOW-DOWN PROVISIONS

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

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

46. INTERPRETATION

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

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

AMBAG:

Signature: _____

Name: Maura F. Twomey

Title: Executive Director

Association of Monterey Bay Area Governments (AMBAG)

Signature: _____

Name: John Freeman

Title: Board President

Association of Monterey Bay Area Governments (AMBAG)

CONTRACTOR:

Signature: _____

Name: Nichole McKinney

Title: Principal Consultant

Firm: BI Consulting Services

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

BICS will work with AMBAG on the development of the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) Project Database.

The goal is development of an online database tracking system stored on server for storing transportation project information. The database will be used for planning support for both the MTP/SCS and the Metropolitan Transportation Improvement Plan (MTIP). The Project will include the carry-over of all previous and existing data in the current database if new software application is developed.

Task 1. Project Kick-Off

Task 1 includes BI Consulting Services facilitating a kick-off meeting with key stakeholders from the AMBAG to formalize project expectations and deliverables. During the meeting, the BI Consulting team will conduct the following tasks:

- Introduce our project team and identify the roles of each consultant in this engagement.
- Present a detailed Work Plan, including project tasks, goals, timeframes, deliverables, milestones, and communication plan.
- Answer any questions and incorporate feedback from the key stakeholders of AMBAG.
- Collaborate with the AMBAG to identify roles and responsibilities for reviewing and validating project deliverables.
- Finalize the work plan & project schedule with feedback and approval of the AMBAG.

Task 2. Choose a Development Methodology

BI Consulting will collaborate with AMBAG's stakeholders to decide on a methodology to be used for the project. In our experience, Waterfall, Agile, or Hybrid methodologies are commonly used for software development projects. BI Consulting believes adopting Agile methodology for the project will be the right decision. With Agile, we are able to break down large projects into more manageable tasks, which are completed in short iterations throughout the project lifecycle. With this technology, we are able to complete work faster, adapt to changing project requirements, and optimize our workflow. Customer collaboration is one of the core values of Agile technology and we harness this tool to involve our clients throughout the process to ensure the end product meets their needs more effectively.

Task 3. Analyze the Current Online TELUS Database

In the next step, BI Consulting Team will analyze the current TELUS database to determine its strengths and weaknesses. This analysis will help in identifying the areas that need improvement or modifications. The analysis will also include a review of the following:

1. Current Data Structure
2. Current Access Controls
3. Current User Interface
4. Current Security Features

Since the current version of Apache Tomcat is quite old, depending on the current state assessment we could decide to upgrade to a more recent version. This would provide better performance, improved security, and access to new features and tools. However, this would also require updates to existing JSPs, servlets, and web services to ensure they are compatible with the new version of Tomcat.

Task 4. Choose a Technology Stack

In this step, the BI Consulting team will identify the technology stack required for the project. This would include the programming language, database management system, and web server software. Since the existing database is running on Apache Tomcat 4.0, it can be foreseen that a similar technology stack will be used to ensure compatibility.

Task 5. Design the Database Schema

Based on the requirements identified until this point, the BI Consulting team will create the database schema for the online tracking system. This database schema will be a blueprint that outlines the structure of the database, including the tables, fields, and relationships between them.

Task 6. Application Development

Using the technology stack identified in step 4, develop the application for the online database tracking system. This should include coding and deploying JSP, servlet, and web service. Any necessary updates to the existing application should also be made during this stage.

Task 6.1 Develop New JSPs and Servlets

Since new functionality is required for the database, it will be necessary to develop new JSPs and servlets. This would involve coding and deploying the new components on

Tomcat, as well as editing existing JSPs and servlets as needed. This could require significant programming expertise, as well as a good understanding of the existing database architecture.

Task 6.2 Develop a New Web Service

Since external access to the database is required via a web interface, We believe that it may be necessary to develop a new web service. This would involve coding and deploying the service on Tomcat, as well as editing the web.xml file to configure the service. The BI Consulting team will provide expertise in web service technologies such as SOAP or REST, as well as knowledge of the existing database schema to complete this task.

Task 6.3 Upgrade Network Security

Since AMBAG requires the database to be accessible over the internet, it will be important to ensure that it is secure from attacks such as Denial-of-Service and Distributed Denial-of-Service. BI Consulting Team will complete this task by upgrading TCP/IP networking protocols and firewalls, as well as implementing other security measures such as SSL/TLS encryption.

Task 7. Testing

Task 7 encompasses the testing of the product. Below is a brief explanation of each type of testing and how they could be completed for this project.

Task 7.1 Functional Testing

BI Consulting will perform functional testing to ensure that the system meets the specified functional requirements, i.e. online database tracking system works according to the specifications. We believe that for this project, functional testing would include testing the following functionalities:

1. The ability to create, edit and delete projects
2. The ability to filter projects by project ID, type, county, etc.
3. The ability to upload and download project data and GIS data
4. The ability to track and report on project delivery status
5. The ability to manage user access control

To complete functional testing, our QA team will create test cases and scripts that cover each of these functionalities, and then execute the tests to ensure that the system meets the specified requirements.

Task 7.2 Integration Testing

Integration testing will be focused on testing the interfaces and interactions between different components of the system. For the online database tracking system project, integration testing will include testing the following:

1. The interface between the web portal and the database
2. The interface between the GIS map interface and the database
3. The interface between the user access control and the database

To complete integration testing, the QA team will create test cases and scripts that cover each of these interfaces, and then execute the tests to ensure that the different components of the system work together as expected.

Task 7.3 User Acceptance Testing

User acceptance testing (UAT) will be focused on ensuring that the system meets the needs and expectations of its intended users. For the online database tracking system project, UAT will include the following:

1. Testing the system's ease of use for non-technical users
2. Testing the system's ability to generate customized reports as required by the users
3. Testing the system's ability to send automated notifications to users as required
4. Testing the system's ability to securely store and protect sensitive data

To complete UAT, the QA team will involve actual users of the system to test the system in a real-world environment and provide feedback on the system's usability, functionality, and overall performance. This feedback will be used to identify any issues and make necessary improvements to the system.

Task 8. Application Deployment

Once the application has been tested and approved, BI Consulting will deploy it to the server for use by the agency in the following steps.

Task 8.1 Prepare the Production Environment

- Ensure the production server meets the hardware and software requirements for the application and database.

- Install any required software, such as the web server, application server, and database server.
- Configure the server settings, such as firewall rules, network access, and security permissions.

Task 8.2 Prepare the Application for Deployment

- Ensure the application code is up-to-date and includes any necessary changes for production deployment.
- Package the application code into a deployable format, such as a WAR file or container image.
- Include any required configuration files, such as database connection settings or application settings.

Task 8.3 Deploy the Application to the Production Environment

- Transfer the application package to the production server.
- Install the application package on the server.
- Configure the application settings, such as database connection settings, logging settings, and security settings.
- Verify that the application is running correctly.

Task 8.4 Perform Post-Deployment Tasks

- Run any required database migration scripts or data import processes.
- Verify that the application is functioning correctly, and all features are working as expected.
- Conduct a series of tests, including functional testing, integration testing, and user acceptance testing, to ensure that the application is working correctly in the production environment.
- Address any issues or bugs discovered during testing.
- Train end-users on how to use the application and provide documentation.

Task 8.5 Monitor and Maintain the Application

- Set up monitoring tools to track application performance and detect any issues.
- Establish a process for regular application updates and maintenance, such as security patches or bug fixes.

- Ensure that backups are taken regularly and stored in a secure location.

Task 9. Data Migration

In case, a new software application is developed, BI Consulting will migrate the existing data from the TELUS database to the new database will maintain the integrity of data.

Task 10. Documentation

The BI Consulting team will provide documentation of our services to the AMBAG. Below images on the following pages illustrate our samples of documentation containing contents of the document, functional overview, and architecture respectively.

Task 11. User Training

The BI Consulting team will provide training to users on how to use the new online database tracking system. This would include instructions on how to enter data, generate reports, and search for information.

Task 12. Provide Ongoing Tech Support (On Call/Task Order Basis)

BI Consulting will provide ongoing support to users of the online database tracking system. This will include responding to user inquiries, fixing any issues that arise, and updating the system as necessary. BI Consulting's team applies industry best practices, along with PMI project management standards, for achieving higher efficiency and better results. BI Consulting is available 24/7 and responds within an hour or two. Task 12 will be considered on an on call basis with each request a new task order at the hourly rate of \$215/hour at the request of AMBAG.

Task/Deliverables	Date	Budget
Task 1: Project Kick-off	04/24/2023	\$440
Task 2: Choose a Development Methodology	05/01/2023	\$1,325
Task 3: Analyze the current online TELUS database	05/29/2023	\$1,325
Task 4: Choose a Technology Stack	06/12/2023	\$1,070
Task 5: Design the Database Schema	07/10/2023	\$4,750
Task 6: Application Development	10/02/2023	\$9,050
<i>Task 6.1: Develop New JSPs and Servlets</i>		
<i>Task 6.2: Develop a New Web Service</i>		
<i>Task 6.3: Upgrade Network Security</i>		
Task 7: Testing	11/13/2023	\$1,325
<i>Task 7.1: Functional Testing</i>		
<i>Task 7.2: Integration Testing</i>		
<i>Task 7.3: User Acceptance Testing</i>		
Task 8: Application Deployment	11/27/2023	\$1,705
<i>Task 8.1: Prepare the Production Environment</i>		
<i>Task 8.2: Prepare the Application for Deployment</i>		
<i>Task 8.3: Deploy the Application to the Production Environment</i>		
<i>Task 8.4: Perform Post-Employment Tasks</i>		
<i>Task 8.5: Monitor and Maintain the Application</i>		
Task 9: Data Migration	12/25/2023	\$1,825
Task 10: Documentation	01/08/2024	\$695
Task 11: User Training	01/22/2024	\$1,700
Task 12: Ongoing Support	Ongoing (as needed)/Task Order Basis	\$4,790
		Total= \$30,000

Activities	1 st Month	2 nd Month	3 rd Month	4 th Month	5 th Month	6 th Month	7 th Month	8 th Month	9 th Month	10 th Month
Project Kick-Off	1 weeks into the project									
Choose a Development Methodology	2 weeks into the project									
Analyze the current online TELUS database	6 weeks into the project									
Choose a Technology Stack	8 weeks into the project									
Design the Database Schema	12 weeks into the project									
Application Development	24 weeks into the project									
Testing	30 weeks into the project									
Application Deployment	32 weeks into the project									
Data Migration	36 weeks into the project									
Documentation	38 weeks into the project									
User Training	40 weeks into the project									
Ongoing Support	Throughout the project									

EXHIBIT B. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

Name of Firm

Signature (original signature required)

Date

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

EXHIBIT D. DISADVANTAGED BUSINESS ENTERPRISES (DBE) INFORMATION FORM

EXHIBIT E. CERTIFICATIONS

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

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

Current members of the AMBAG Board of Directors are attached.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any AMBAG Director(s) in the 12 months preceding the date of the issuance of this request for 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	Kristen Brown	Soledad	Anna Velazquez
Carmel-by-the-Sea	Karen Ferlito	Watsonville	Eduardo Montesino
Del Rey Oaks	John Uy	County of Monterey	Glenn Church
Gonzales	Scott Funk	County of Monterey	Mary Adams
Greenfield	Robert White	County of Santa Cruz	Felipe Hernandez
Hollister	Rick Perez	County of Santa Cruz	Manu Koenig
King City	Carlos Victoria	County of San Benito	Dom Zanger
Marina	Brian McCarthy	County of San Benito	Kollin Kosmicki
Monterey	Alan Hoffa		
Pacific Grove	Nick Smith	<u>Ex-Officio Members:</u>	
Salinas	Steve McShane	Caltrans District 5	
San Juan Bautista	John Freeman	MBARD	
Sand City	Mary Ann Carbone	CCCE	
Santa Cruz	Sandy Brown	MPAD	
Scotts Valley	Derek Timm	MST	
Seaside	Alex Miller	SBtCOG	
		SCCRTC	
		SC METRO	
		TAMC	

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
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			Signature: _____ Print Name: _____ Title: _____		

<p>required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request For Qualifications (RFQ) 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., "RFQ-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: Heather Adamson, Director of Planning

SUBJECT: 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy: Work Program and Schedule

MEETING DATE: April 12, 2023

RECOMMENDATION:

The Board of Directors is asked to approve the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy work program and schedule.

BACKGROUND/ DISCUSSION:

AMBAG adopted the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) in June 2022. AMBAG staff has developed a detailed work program and schedule for the 2050 MTP/SCS that incorporates a variety of planning efforts. The 2050 MTP/SCS is scheduled for adoption in June 2026. The draft work program was presented to the Planning Directors Forum and the Technical Advisory Committees in February and March 2023. Feedback from all groups has been incorporated into a revised work program and schedule.

DISCUSSION:

Federal and state law requires that AMBAG prepare a long-range transportation plan every four years. AMBAG staff has developed a detailed work program and schedule for the 2050 MTP/SCS that incorporates a variety of planning efforts. In accordance with state and federal guidelines, the 2050 MTP/SCS is scheduled for adoption by the Board of Directors in June 2026. The 2050 MTP/SCS work program and schedule included as Attachment 1. A number of key inputs and components that will shape the development of a 2050 MTP/SCS are highlighted below.

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2026 Regional Growth Forecast

Work will begin shortly to prepare a new Regional Growth Forecast which will be used in the preparation of the 2050 MTP/SCS. The expected completion of the draft 2026 Regional Growth Forecast is fall 2024.

Policy Area/Technical Updates

A number of relevant areas have continued to grow in importance because of the growing connections between land use and transportation in our region and throughout the state and the nation. Policy discussions and strategies will be evaluated as part of the development of the 2050 MTP/SCS as well as updating the necessary technical data.

- Land Use and Housing
- Climate Change, Adaptation and Resiliency
- Equity and Environmental Justice
- Freight and Economic Development
- Performance Planning and Management

Other Key 2050 MTP/SCS Tasks

Key tasks include incorporating the results of related efforts currently underway throughout the region (e.g., transportation studies, corridor studies and subregional studies) into the development of the 2050 MTP/SCS.

Other tasks include updating major sections of the plan including plan performance measures, equity and environmental justice analysis, revenue projections, updating the project list including cost estimates for projects and services, and phasing.

2050 MTP/SCS Public Involvement Plan

AMBAG regularly involves the public in regional planning efforts. A public involvement plan (PIP) will be prepared to help develop the 2050 MTP/SCS based on the updated AMBAG 2023 Public Participation Plan. Additionally, there will be a series of public workshops, visualizations, and other means for involving the public and receiving input on the work products and draft 2050 MTP/SCS. The Board of Directors will be asked to adopt the PIP later in 2023 as part of the 2023 Public Participation Plan.

2050 MTP/SCS Environmental Impact Report (EIR)

A programmatic EIR would collectively cover the topics of the entire MTP/SCS. It is expected that the Notice of Preparation for the EIR would be released in 2024. New developments from recent CEQA cases may increase the analysis required in the EIR.

2050 MTP/SCS Proposed Roles and Responsibilities

A number of committees and working groups will provide oversight and input into the development of the 2050 MTP/SCS. The region's public works directors and planning directors, who are represented in the county level Technical Advisory Committees (TACs) and the Planning Directors Forum (PDF), respectively.

Next Steps

The Board of Directors is asked to approve the 2050 MTP/SCS work program and schedule. AMBAG staff will continue to develop the various components for the 2050 MTP/SCS.

ALTERNATIVES:

The Board of Directors could choose not to approve the work program and schedule for the 2050 MTP/SCS. Staff does not recommend this alternative as it would delay work on the development of the 2050 MTP/SCS.

FINANCIAL IMPACT:

Funds are programmed in the FY 2022-23 Overall Work Program and Budget for the development of the 2050 MTP/SCS.

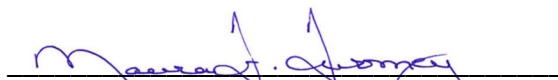
COORDINATION:

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

ATTACHMENT:

1. 2050 MTP/SCS Draft Work Program and Schedule

APPROVED BY:


Maura F. Twomey, Executive Director

Attachment 1
2050 METROPOLITAN TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY
(MTP/SCS) WORK PROGRAM
April 2023

1. *Develop 2050 MTP/SCS Work Program*
 - Review work program with working groups, committees, and Board of Directors
2. *Public Outreach and Engagement*
 - Establish outreach and education plan for the 2050 MTP/SCS
 - Set up 2050 MTP/SCS Project Web site and maintain throughout MTP/SCS development and adoption
 - Develop Public Involvement Plan (PIP) that meets federal transportation bill requirements and SB 375
 - Schedule events and develop outreach products
 - Conduct subregional workshops on Draft 2050 MTP/SCS
 - Conduct public hearings on Draft 2050 MTP/SCS
 - Analyze ongoing feedback and respond to comments received online, phone, e-mail, etc.
3. *Update 2050 MTP/SCS Vision, Goals, and Policy Objectives*
 - Review existing MTP/SCS and other relevant documents, such as Climate Action Plan for Transportation Infrastructure (CAPTI) and California Transportation Plan (CTP)
 - Monitor and incorporate new transportation act/bill provisions and other legislation (as needed)
 - Incorporate 2023 California Transportation Commission RTP Guidelines (scheduled for approval in December 2023)
4. *Prepare 2026 Regional Growth Forecast Update*
 - Determine overall approach for growth forecast
 - Collect land use inputs including general plan, zoning and permitted projects, consultation with local jurisdictions
 - Develop regionwide growth projections for 2050 (population, housing, jobs, and other economic and demographic variables)
 - Generate updated subregional Growth Forecast for 2050 (population, housing, jobs, land use)
 - Review results with local jurisdictions and other land use authorities
 - Finalize 2026 Regional Growth Forecast

5. *Incorporate Strategies, Policies, and Recommendations from Regional/Corridor/Subregional Studies into Development of the MTP/SCS*
 - Studies include 2022 Coordinated Plan, Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study, California Central Coast Sustainable Freight Study, Santa Cruz County Regional Conservation Investment Strategy, MST's Better Bus Network, MST Transit Oriented Development Study, SC METRO's Bus Network Reimagining Plan, California Transportation Plan 2050, Caltrans Freight Plan, State Rail Plan, Short Range Transit Plans, Active Transportation Plans/Studies, Complete Streets Plans, Advanced Mitigation Studies, Asset Management Plans, Local Street & Roads Needs Assessment, Local Jurisdiction Planning Studies, Airport Planning Studies, Transportation Demand Management Studies/Strategies, Transportation Systems Management Studies/Strategies, etc. (as needed)
6. *Develop Sustainable Communities Strategy (SCS) and Alternative Planning Strategy (APS) (if needed)*
 - Conduct workshop for SB 375 Implementation/Greenhouse Gases (GHG) Regional Targets/SCS development
 - Information meeting(s) with elected officials to obtain input on SCS
 - Develop draft SCS
 - Generate alternative(s) land use/transportation scenario for an APS (if needed)
 - Develop draft APS if the SCS does not meet the regional GHG targets (if needed)
7. *Update Regional Travel Demand Model and Land Use Model*
 - Update travel demand model inputs based on revised demographic information
 - Suballocation and review model inputs for 2020, 2035 and 2050 with local jurisdictions (housing, jobs, and population)
 - Update land use model
 - Model various MTP/SCS scenarios
8. *Develop Project Lists for 2050 MTP/SCS*
 - Issue call for projects, programs, and services for inclusion in the 2050 MTP/SCS
 - Develop or revise cost estimates for all highway and transit projects, including operations and maintenance, transportation demand management and system management projects and programs, goods movement projects, and active transportation projects and programs based on requirements from federal transportation bill
 - Incorporate revised cost estimates for local streets and roads projects provided by the local jurisdictions
 - Develop initial revenue projections for the various local, state, and federal revenue sources for the Revenue Constrained scenarios

- Refine and finalize revenue projections and cost estimates for the Revenue Constrained scenario
9. *Update Performance Measures for 2050 MTP/SCS*
 - Re-evaluate and update performance measures to be consistent with 2050 MTP/SCS goals and policy objectives and to targets established in FAST Act/Bipartisan Infrastructure Law (BIL)/Infrastructure Investment and Jobs Act (IIJA) as well as other required plans and programs
 10. *Develop and Analyze Revenue Constrained Scenarios and Select Preferred Revenue Constrained Scenario for 2050 MTP/SCS*
 - Perform travel demand and land use modeling and evaluate overall performance for consistency with goals and performance measures per federal performance based planning requirements
 - Develop Draft Preferred Scenario, including phasing
 11. *Create EIR Alternatives*
 12. *Produce Draft 2050 MTP/SCS*
 13. *Prepare Draft and Final EIR*
 - Prepare and circulate Notice of Preparation for EIR
 - Prepare Draft EIR
 - Prepare Final EIR
 14. *Release Draft 2050 MTP/SCS and EIR for Public Comment*
 15. *Prepare Draft Final 2050 MTP/SCS*
 16. *Prepare Final EIR*
 17. *Adopt Final 2050 MTP/SCS and EIR*
 18. *CARB Determination on the Final SCS*

AMBAG
2050 MTP/SCS SCHEDULE
April 2023

Task #	Task Title	FY 2022/23				FY 2023/24				FY 2024/25				FY 2025/26			
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
1	Develop 2050 MTP/SCS Work Program and Schedule																
2	Public Outreach and Engagement																
3	Prepare 2026 Regional Growth Forecast																
4	Update 2050 MTP/SCS Vision, Goals, and Policy Objectives																
5	Develop Environmental Impact Report																
6	Develop MTP/SCS Project Lists																
7	Develop MTP/SCS Revenue Projections																
8	Develop & Evaluate MTP/SCS Scenarios																
9	Prepare Draft 2050 MTP/SCS																
10	Release Draft 2050 MTP/SCS and Draft EIR																
11	Respond to Comments on Draft 2050 MTP/SCS and Draft EIR																
12	Adopt Final 2050 MTP/SCS and Certify Final EIR																

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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 12, 2023

RECOMMENDATION:

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

BACKGROUND/ DISCUSSION:

The enclosed financial reports are for the 2022-2023 Fiscal Year (FY) and are presented as a consent item. The attached reports contain the cumulative effect of operations through January 31, 2023, as well as a budget-to-actual comparison. Amounts in the Financial Update Report are unaudited.

FINANCIAL IMPACT:

The Balance Sheet for January 31, 2023, reflects a cash balance of \$4,218,432.81. The accounts receivable balance is \$914,464.31, while the current liabilities balance is \$856,333.33. AMBAG has sufficient current assets on hand to pay all known current obligations.

AMBAG's Balance Sheet as of January 31, 2023, reflects a positive Net Position in the amount of \$272,385.36. This is due to the Profit and Loss Statement reflecting an excess of revenue over expense of \$279,253.55. Changes in Net Position are to be expected throughout the fiscal year (FY), particularly at the beginning due to collection of member dues which are received in July and the timing of various year-end adjustments required after our financial audit.

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The following table highlights key Budget to Actual financial data:

Budget to Actual Financial Highlights
For Period July 1, 2022 through January 31, 2023

Expenditures	Budget Through January 2023	Actual Through January 2023	Difference
Salaries & Fringe Benefits	\$ 1,848,668.00	\$ 1,420,373.76	\$ 428,294.24
Professional Services	\$ 8,813,850.00	\$ 1,457,512.85	\$ 7,356,337.15
Lease/Rentals	\$ 47,542.00	\$ 46,637.84	\$ 904.16
Communications	\$ 16,217.00	\$ 15,098.04	\$ 1,118.96
Supplies	\$ 77,817.00	\$ 19,056.56	\$ 58,760.44
Printing	\$ 5,658.00	\$ 835.81	\$ 4,822.19
Travel	\$ 40,075.00	\$ 15,041.45	\$ 25,033.55
Other Charges	\$ 218,343.00	\$ 228,835.27	\$ (10,492.27)
Total	\$ 11,068,169.00	\$ 3,203,391.58	\$ 7,864,778.42
Revenue			
Federal/State/Local Revenue	\$ 11,132,812.00	\$ 3,482,645.13	\$ 7,650,166.87
Note: AMBAG is projecting a surplus, therefore budgeted revenues do not equal expenses.			

Revenues/Expenses (Budget to Actual Comparison):

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

Professional Services are under budget primarily due to the timing of work on projects performed by contractors. Projects early in their implementation are Integrated Land Use Model and Development Monitoring Framework Tool, Monterey Bay Natural and Working Lands Climate Mitigation and Resiliency Study, California Central Coast Sustainable Freight Study, and Complete Streets. This work is not performed in a linear fashion while the budget reflects linear programming. In addition, the Regional Early Action Planning Housing Program (REAP) provides \$7,931,311 in funding of which a large portion will pass through to partner agencies. This program is approximately 50% completed. The current budget includes \$10,133,742 in funding for the REAP 2.0 program. It is in its early stages.

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

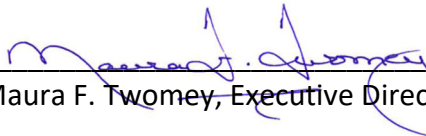
COORDINATION:

N/A

ATTACHMENTS:

1. Balance Sheet as of January 31, 2023
2. Profit and Loss: July 1, 2022 – January 31, 2023
3. Cash Activity for February 2023

APPROVED BY:



Maura F. Twomey, Executive Director

AMBAG

Balance Sheet - Attachment 1

As of January 31, 2023

	January 31, 2023	January 31, 2023
Assets		
Current Assets		
Cash and Cash Equivalents		
Mechanics Bank - Special Reserve	352,304.52	697,705.47
Mechanics Bank - Checking	297,906.84	158,627.86
Mechanics Bank - REAP Checking	3,563,992.58	0.00
Petty Cash	500.00	856,333.33
LAIF Account	3,728.87	
Total Cash and Cash Equivalents	4,218,432.81	
Accounts Receivable		
Accounts Receivable	914,464.31	258,986.95
Total Accounts Receivable	914,464.31	1,888,153.69
Other Current Assets:		
Due from PRWFPA/RAPS	633.55	12,988.43
Prepaid Items	17,635.55	2,927,231.80
Total Other Current Asset:	18,269.10	5,087,360.87
Total Current Asset:	5,151,166.22	
Long-Term Assets		
Net OPEB Asset	96,473.00	5,943,694.20
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		
Capital Assets	319,089.93	(6,868.19)
Accumulated Depreciation	(223,195.47)	279,253.55
Total Capital Assets	95,894.46	272,385.36
Total Assets	6,216,079.56	6,216,079.56
Liabilities & Net Position		
Liabilities		
Current Liabilities		
Accounts Payable		697,705.47
Employee Benefits		158,627.86
Mechanics Bank - Line of Credit		0.00
Total Current Liabilities		856,333.33
Long-Term Liabilitie		
Deferred Inflows - Actuarial		258,986.95
Net Pension Liability (GASB 68)		1,888,153.69
OPEB Liability		12,988.43
Deferred Revenue		2,927,231.80
Total Long-Term Liabilitie		5,087,360.87
Total Liability		5,943,694.20
Net Position		
Beginning Net Position		(6,868.19)
Net Income/(Loss)		279,253.55
Total Ending Net Position		272,385.36
Total Liabilities & Net Position		6,216,079.56

AMBAG
Profit & Loss - Attachment 2
 July - January 2023

	July - January 2023	July - January 2023
Income		
AMBAG Revenue	174,533.42	
Cash Contributions	94,152.23	
Grant Revenue	3,067,949.26	
Non-Federal Local Match	146,010.22	
Total Income	3,482,645.13	
Expense		
Salaries	889,192.62	
Fringe Benefits	531,181.14	
Professional Services	1,457,512.85	
Lease/Rentals	46,637.84	
Communications	15,098.04	
Supplies	19,056.56	
Printing	835.81	
Travel	15,041.45	
Other Charges:		
BOD Allowances	3,650.00	
Workshops/Training	5,496.93	
GIS Licensing/CCJDC Support	8,151.98	
REAP Travel/Classes/Events	2,619.02	
SB1/MTIP/MTP/SCS/OWP/Public Participation Expenses	8,670.21	
Recruiting	266.14	
Model Expenses	450.00	
Dues & Subscriptions	14,874.66	
Depreciation Expense	20,438.62	
Maintenance/Utilities	448.63	
Insurance	17,748.08	
Interest/Fees/Tax Expense	10.78	
Total Other Charges	82,825.05	
Non-Federal Local Match	146,010.22	
Total Expense	3,203,391.58	
Net Income/(Loss)	279,253.55	

AMBAG
Cash Activity - Attachment 3
For February 2023

Monthly Cash Activity	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23	May-23	June-23	TOTAL
1. CASH ON HAND													
[Beginning of month]	2,409,296.43	2,471,572.68	4,954,575.33	4,841,074.29	5,055,002.19	4,312,171.27	4,021,580.71	4,218,432.81	0.00	0.00	0.00	0.00	
2. CASH RECEIPTS													
(a) AMBAG Revenue	172,481.12	93,435.89	948.55	21,026.16	31,089.64	8,481.99	14,099.57	19,151.96	0.00	0.00	0.00	0.00	360,714.88
(b) Grant Revenue	164,090.73	77,495.95	154,469.54	423,066.03	32,538.52	0.00	452,832.58	453,867.00	0.00	0.00	0.00	0.00	1,758,360.35
(c) REAP Advance Payme	0.00	3,155,353.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,155,353.00
(d) Borrowing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL CASH RECEIPTS	336,571.85	3,326,284.84	155,418.09	444,092.19	63,628.16	8,481.99	466,932.15	473,018.96	0.00	0.00	0.00	0.00	5,274,428.23
AVAILABLE													
	2,745,868.28	5,797,857.52	5,109,993.42	5,285,166.48	5,118,630.35	4,320,653.26	4,488,512.86	4,691,451.77	0.00	0.00	0.00	0.00	
5. CASH PAID OUT													
(a) Payroll & Related	231,207.37	198,041.52	200,424.36	199,843.11	202,393.08	185,139.54	227,518.45	216,839.01	0.00	0.00	0.00	0.00	1,661,406.44
(b) Professional Service	14,916.25	611,368.93	55,011.42	9,911.66	583,381.75	95,992.33	26,246.77	19,498.50	0.00	0.00	0.00	0.00	1,416,327.61
(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	11,936.00	7,242.09	6,318.67	6,558.39	7,085.45	6,382.00	6,558.39	6,558.39	0.00	0.00	0.00	0.00	58,639.38
(e) Communications	159.80	2,672.13	1,299.15	1,147.65	1,713.00	4,058.44	2,799.67	2,136.99	0.00	0.00	0.00	0.00	15,986.83
(f) Supplies	776.02	5,262.54	1,051.37	7,113.42	1,081.00	1,753.37	931.39	1,008.41	0.00	0.00	0.00	0.00	18,977.52
(g) Printing	0.00	0.00	0.00	0.00	0.00	55.26	618.61	161.94	0.00	0.00	0.00	0.00	835.81
(h) Travel	0.00	927.43	1,247.99	3,174.46	3,365.61	4,837.52	1,079.02	2,344.89	0.00	0.00	0.00	0.00	16,976.92
(i) Other Charge:	15,300.16	17,767.55	3,566.17	2,415.60	7,439.19	854.09	4,327.75	4,232.28	0.00	0.00	0.00	0.00	55,902.79
(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	274,295.60	843,282.19	268,919.13	230,164.29	806,459.08	299,072.55	270,080.05	252,780.41	0.00	0.00	0.00	0.00	3,245,053.30
7. CASH POSITION													
	2,471,572.68	4,954,575.33	4,841,074.29	5,055,002.19	4,312,171.27	4,021,580.71	4,218,432.81	4,438,671.36	0.00	0.00	0.00	0.00	



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

SUBJECT: Support Letter for AB 953: Voluntary Vessel Speed Reduction and Sustainable Shipping Program

MEETING DATE: April 12, 2023

RECOMMENDATION:

The Board of Directors is asked to approve a support letter for AB 953 which will develop a statewide voluntary vessel speed reduction and sustainable shipping program.

BACKGROUND/ DISCUSSION:

AB 953 (Connolly and Hart) will develop a statewide voluntary vessel speed reduction and sustainable shipping program for the California coast to reduce air pollution, the risk of fatal vessel strikes on whales, and harmful underwater acoustic impacts. Specifically, the statewide program will provide publicity to participants, collect data on program benefits, and will provide financial incentives to participants to the extent funding is available. This program would build upon the existing *Protecting Blue Whales and Blue Skies* program for coastal areas of Santa Barbara, Ventura, and the Bay Area, expanding to include Monterey, San Diego, San Luis Obispo, and the North Coast, which would yield additional public health and ecosystem benefits. This bill would task the Ocean Protection Council, in coordination with California air districts along the coast and in consultation with the United States Coast Guard, the federal Office of National Marine Sanctuaries, the federal Environmental Protection Agency, the United States Navy, the State Air Resources Board, and other stakeholders, to create a statewide voluntary vessel speed reduction and sustainable shipping program for the California coast. Since the *Protecting Blue Whales and Blue Skies* programs's inception in 2014 through 2021, it has achieved 526,211 slow-speed miles, a reduction of more than 2300 tons of oxides of nitrogen (NOx), a reduction of over 76,000 metric tons of greenhouse gas emissions, and an estimated 50 percent decreased risk of fatal whale strikes during prime migration season in the targeted coastal areas. This program has encouraged ocean-going container vessels and other ships to voluntarily travel 10 knots or less in the designated areas to reduce air pollution and harmful whale strikes by providing small incentives and publicity to program participants.

Every year, the world's largest container ships and auto carriers make thousands of transits along the California coast, with an estimated 120 tons per day of NOx, a major contributor to smog and acid rain, being emitted within 100 nautical miles of the coast. These emissions negatively affect the public health of coastal communities and cause some areas of the coast to exceed national and state ambient air quality standards. However, ocean-going vessels are not subject to any state or federal engine requirements intended for emissions reductions.

Pollution from mobile sources, such as cars, trucks, and ships, accounts for approximately seventy percent of emissions throughout the AMBAG region. Reducing mobile source emissions will have a beneficial effect on air quality and help to improve public and environmental health along California's coast, including Monterey and Santa Cruz counties.

AMBAG has been asked by the Monterey Bay Air Resources District (MBARD) to submit a letter of support for this legislation. The draft letter of support is included as Attachment 1.

ALTERNATIVES:

The Board of Directors could choose not to approve sending a letter of support.

FINANCIAL IMPACT:

N/A

COORDINATION:

AMBAG staff has coordinated with the MBARD staff to develop the draft letter of support.

ATTACHMENT:

1. Draft AMBAG Letter of Support

APPROVED BY:


Maura F. Twomey, Executive Director



Attachment 1

April 12, 2023

The Honorable Rebecca Bauer-Kahan
Chair, Assembly Committee on Water,
Parks, and Wildlife 1020 N Street, Room
160
Sacramento, CA 95814

RE: AB 953 (Connolly and Hart) – Voluntary Vessel Speed Reduction & Sustainable

Shipping Program Dear Chair Bauer-Kahan:

The Association of Monterey Bay Area Governments (AMBAG) is pleased to support AB 953 (Connolly and Hart). This legislation will develop a statewide voluntary vessel speed reduction (VSR) and sustainable shipping program for the California coast to reduce air pollution, the risk of fatal vessel strikes on whales, and harmful underwater acoustic impacts. Specifically, the statewide program will provide publicity to participants, collect data on program benefits, and will provide financial incentives to participants to the extent funding is available. This program would build upon the existing *Protecting Blue Whales and Blue Skies* VSR program for coastal areas of Santa Barbara, Ventura, and the Bay Area, expanding to include Monterey, San Diego, San Luis Obispo, and the North Coast, which would yield additional public health and ecosystem benefits. This bill would task the Ocean Protection Council, in coordination with California air districts along the coast and in consultation with the United States Coast Guard, the federal Office of National Marine Sanctuaries, the federal Environmental Protection Agency, the United States Navy, the State Air Resources Board, and other stakeholders, to create a statewide voluntary vessel speed reduction and sustainable shipping program for the California coast.

Since the *Protecting Blue Whales and Blue Skies* program's inception in 2014 through 2021, it has achieved 526,211 slow-speed miles, a reduction of more than 2,300 tons of oxides of nitrogen (NOx), a reduction of over 76,000 metric tons of greenhouse gas emissions, and an estimated 50 percent decreased risk of fatal whale strikes during prime migration season in the targeted coastal areas. This program has encouraged ocean-going container vessels and other ships to voluntarily travel 10 knots or less in the designated areas to reduce air pollution and harmful whale strikes by providing small incentives and publicity to program participants.

Every year, the world's largest container ships and auto carriers make thousands of transits along the California coast, with an estimated 120 tons per day of NOx, a major contributor

to smog and acid rain, being emitted within 100 nautical miles of the coast. These emissions negatively affect the public health of coastal communities and cause some areas of the coast to exceed national and state ambient air quality standards. However, ocean-going vessels are not subject to any state or federal engine requirements intended for emission reductions.

AMBAG is the federally designated metropolitan planning organization serving Monterey, Santa Cruz and San Benito Counties. Pollution from mobile sources, such as cars, trucks and ships, accounts for approximately seventy percent of emissions throughout our three-county jurisdiction. Reducing mobile source emissions will have a beneficial effect on air quality and help to improve public and environmental health along California's coast, including Monterey and Santa Cruz Counties.

AMBAG appreciates the opportunity to submit our comments on this important piece of legislation and urges you to support AB 953 when it comes before you for consideration. For more information about AMBAG's support for AB 953, please feel free to contact me. I can be reached by phone at (831) 264-5100 or by email at mtwomey@ambag.org.

Sincerely,

Maura F. Twomey
Executive Director

cc: The Honorable Damon Connolly,
Assemblymember, 12th District
The Honorable Gregg Hart, Assemblymember,
37th District
Members of the Assembly Committee on Water,
Parks, and Wildlife



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Miranda Taylor, Planner

SUBJECT: 2023 Public Participation Plan Development Process

MEETING DATE: April 12, 2023

RECOMMENDATION:

Staff will provide an overview of the 2023 Public Participation Plan (PPP) development process. Board members are asked to provide feedback on the development of the 2023 Public Participation Plan.

BACKGROUND/ DISCUSSION:

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

AMBAG, as the federally designated Metropolitan Planning Organization (MPO) for the Monterey Bay region, prepares and adopts the Public Participation Plan at least once every four years. The prior Public Participation Plan, the *2019 Monterey Bay Area Public Participation Plan*, was adopted in October 2019 to comply with the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) legislation. The *2023 Public Participation Plan* will cover the four-year period from 2023-2026 and must comply with the current Federal Surface Transportation Act, Fixing America's Surface Transportation Act (FAST Act), which was enacted in 2015. The *2023 Public Participation Plan* emphasizes the transportation decision making process, including the expanded use of visualization techniques and innovative online marketing strategies in public outreach.

AMBAG is required to update the Public Participation Plan every four years. The requirements for the Public Participation Plan under the FAST Act include increased involvement and collaboration with members of the public, decision makers and staff from the local jurisdictions and partner agencies within the region.

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

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

An updated Public Participation Plan is the required guide for all public involvement activities conducted by AMBAG. As such, the PPP contains the procedures, strategies and techniques used by AMBAG for public involvement in all programs and projects that use federal funds.

A number of appendices will be included in the 2023 PPP. For example, Appendix G will include the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy Public Involvement Program. This appendix outlines how AMBAG will engage the public and stakeholders throughout the development of the 2050 MTP/SCS.

Below are key dates for developing the *2023 Public Participation Plan*:

- **March - April 2023:** Present an overview of the 2023 Public Participation Plan development process to regional Advisory Committees/Councils, Planning Directors Forum, and to the AMBAG Board of Directors
- **February - May 2023:** Develop the Draft Public Participation Plan
- **May - July 2023:** Present the Draft 2023 Public Participation Plan to Advisory Committees/Councils, Planning Directors Forum, and to the AMBAG Board of Directors
- **June 14, 2023 - August 23, 2023:** 70-Day Public Comment Period
- **August - September 2023:** Prepare the Final 2023 Public Participation Plan
- **October 11, 2023:** AMBAG Board of Directors will be asked to adopt the Final 2023 Public Participation Plan

A detailed timeline is also included as Attachment 1.

ALTERNATIVES:

N/A

FINANCIAL IMPACT:

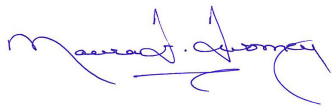
The update of the Public Participation Plan is financed by the Federal Highway Administration and Federal Transit Administration planning funds, which are included in both the OWP and the AMBAG budget.

COORDINATION:

The 2023 Public Participation Plan is prepared in coordination and consultation with our partner agencies: San Benito County Council of Governments (SBtCOG), Santa Cruz County Regional Transportation Commission (SCCRTC), Transportation Agency for Monterey County (TAMC), San Benito County Local Transportation Authority (LTA), Santa Cruz Metropolitan Transit District (SCMTD) and Monterey-Salinas Transit (MST).

ATTACHMENT:

1. 2023 Public Participation Plan Timeline

APPROVED BY:

Maura F. Twomey, Executive Director

Attachment 1
AMBAG 2023 Public Participation Plan Update
Final Schedule & Process

Date	Tasks/Objective	Due Dates
January/early February 2023	Outreach to RTPAs by email and confirm point of contacts	2/3/2023
	Draft Schedule and Process Reviewed by RTPAs	2/28/2023
February/March 2023	Publish PPP Survey	2/28/2023
March/April 2023	Present 2023 PPP Update Process to all RTPA TAC/SSTAC meetings and AMBAG Board	
	3/16/23 - Present 2023 PPP Update Process at SCCRTC ITAC Meeting	3/16/2023
	3/24/23 - Present 2023 PPP Update Process at SBtCOG SSTAC	3/24/2023
	3/27/23 - Present 2023 PPP Update Process at AMBAG PDF	3/27/2023
	3/29/23 - Present 2023 PPP Update Process at TAMC/MST MAC	3/29/2023
	4/6/23 - Present 2023 PPP Update Process at TAMC and SBtCOG TAC Meetings	4/6/2023
	4/11/23 - Present 2023 PPP Update Process at SCCRTC E&D TAC	4/11/2023
	4/12/23 - Present 2023 PPP Update Process at AMBAG Board Meeting	4/12/2023
April/ May 2023	Develop Administrative Draft 2023 PPP	3/30/2023
	Email Administrative Draft PPP document to RTPAs for review	4/13/2023
	Edits/Changes on Administrative Draft 2023 PPP from RTPAs due on 5/8/2023 to AMBAG	5/8/2023
	Develop Draft 2023 PPP	5/31/2023
June 2023	Present Draft 2023 PPP to Committees/Boards, Release Public Notice (70 days) and Start Public Comment Period	Open Comment Period on: 06/14/2023
	5/31/23 - Present Draft 2023 PPP at TAMC/MST MAC	Close Comment Period on: 8/23/2023
	6/1/23 - Present Draft 2023 PPP at TAMC TAC Meeting	
	6/1/23 - SCCRTC Board Meeting	
	6/13/23 - Present Draft 2023 PPP at SCCRTC E&D TAC	
	6/14/23: AMBAG Board Meeting	
	6/15/23 - Present Draft 2023 PPP at SCCRTC ITAC Meeting	
	6/15/23 -SBtCOG Board Meeting	
	6/23/23 - Present Draft 2023 PPP at SBtCOG SSTAC	
	6/26/23: AMBAG PDF	
	6/28/23 - TAMC Board Meeting	
	7/6/23 - Present Draft 2023 PPP at SBtCOG TAC Meeting	
August 2023	Public Hearing on 2023 PPP at AMBAG's August Board Meeting	8/9/2023
	RTPAs to Also Hold Public Hearings (if using AMBAG PPP as their plan)	
	8/1/23 - SCCRTC Public Hearing	8/1/2023
	8/17/23 - SBtCOG Public Hearing	8/17/2023
	8/23/23 TAMC Public Hearing	8/23/2023
	Summarize comments and make revisions for Final 2023 PPP	9/8/2023
September/October 2023	Adoption of PPP by SBtCOG (if using AMBAG PPP as their plan)	9/21/2023
	Adoption of PPP by TAMC (if using AMBAG PPP as their plan)	9/27/2023
	Adoption of PPP by SCCRTC (if using AMBAG as their plan)	10/5/2023
	Final 2023 PPP for adoption by AMBAG Board	10/11/2023



The 2023 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 AB 361.

2023 AMBAG Calendar of Meetings

May 10, 2023	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm
June 14, 2023	TBD Meeting Time: 6 pm
July 2023	No Meeting Scheduled
August 9, 2023	TBD Meeting Time: 6 pm
September 13, 2023	TBD Meeting Time: 6 pm
October 11, 2023	TBD Meeting Time: 6 pm
November 8, 2023	TBD Meeting Time: 6 pm
December 2023	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