1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

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

6. COMMITTEE REPORTS
   A. Executive/Finance Committee
      -President Funk
      Receive oral report.

   B. Monterey Bay National Marine Sanctuary (MBNMS) Advisory Council (SAC) Meeting
      -Steve McShane
      The next SAC meeting is scheduled on April 19, 2019. (Page 5)

7. EXECUTIVE DIRECTOR’S REPORT

8. CONSENT AGENDA
   Note: Action listed for each item represents staff recommendation. The Board of Directors may, at its discretion, take any action on the items listed in the agenda.
   
   A. Minutes of the March 13, 2019 AMBAG Board of Directors Meeting
      -Ana Flores
      Approve the minutes of the March 13, 2019 AMBAG Board of Directors meeting. (Page 7)
B. AMBAG Regional Clearinghouse Monthly Newsletter
   -Paul Hierling
   Accept the clearinghouse monthly newsletter. (Page 15)

C. AMBAG Energy Watch Update Report
   -Elisabeth Bertrand
   Accept the Energy Watch update report. (Page 19)

D. Draft Amendment No. 3 to the FY 2018-19 Overall Work Program (OWP) and Budget
   -Bhupendra Patel
   Approve Draft Amendment No. 3 to the FY 2018-19 OWP and Budget and authorize staff to submit to Caltrans and federal agencies for their approval and execute the OWP agreement. (Page 23)

E. Demographic Forecasting Services – Consultant Agreement
   -Heather Adamson
   Authorize the Executive Director to negotiate and execute an agreement with Population Reference Bureau in an amount not to exceed $50,000 for demographic forecasting services. (Page 25)

F. Financial Update Report
   -Errol Osteraa
   Accept the financial update report which provides an update on AMBAG’s current financial position and accompanying financial statements. (Page 67)

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

10. PLANNING

A. 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy and Regional Housing Needs Allocation Work Program
   -Heather Adamson
   Approve the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy and the Regional Needs Allocation work program and schedule. (Page 73)

11. ADJOURNMENT
REFERENCE ITEMS:

A. 2019 Calendar of Meetings (Page 81)
B. Acronym Guide (Page 83)

NEXT MEETING:

Date: May 8, 2019
Location: Marina Library
Community Room
190 Seaside Circle, Marina, CA 93933

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.
<table>
<thead>
<tr>
<th>Time</th>
<th>Item</th>
<th>Presenter(s)</th>
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<tbody>
<tr>
<td>8:45 AM</td>
<td>Coffee and Sign-in</td>
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<tr>
<td>9:00 AM</td>
<td>Call to Order &amp; Roll Call</td>
<td>Paul Michel, MBNMS, Brian Nelson, Chair and Gary Pezzi, Secretary</td>
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<tr>
<td></td>
<td>• Welcome from MBARI President and CEO Chris Scholin</td>
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<td>• Approval of February 15, 2019 meeting minutes</td>
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<tr>
<td>9:15 AM</td>
<td>Standing Item: Superintendent’s Report</td>
<td>Paul Michel, MBNMS</td>
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<td>A report on important or newsworthy activities conducted by staff since the last AC meeting.</td>
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<td>-MBNMS</td>
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<tr>
<td>9:35 AM</td>
<td>Public Comment for Items Not on the Agenda</td>
<td>Brian Nelson, Chair</td>
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<tr>
<td>9:45 AM</td>
<td>Standing Item: Advisory Council Member Announcements</td>
<td>Brian Nelson, Chair</td>
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<td>10:30 AM</td>
<td>Break (15 minutes)</td>
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<tr>
<td>10:45 AM</td>
<td>Information Item: Regional soundscape monitoring program</td>
<td>Lindsey Peavey, CINMS and Dr. Andrew DeVogelaere, MBNMS</td>
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<td>A presentation on what has been done, what is currently being done and plans for future soundscape characterization.</td>
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<tr>
<td>11:30 AM</td>
<td>Information Item: Acoustic monitoring in MBNMS</td>
<td>John Ryan, MBARI</td>
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<tr>
<td>12:15 PM</td>
<td>Lunch</td>
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<tr>
<td>1:00 PM</td>
<td>Action Item: Report from MBNMS adjacent harbors</td>
<td>John Haynes, City of Monterey Harbormaster</td>
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<td>A presentation on harbor sediment projects and beneficial uses of sediment.</td>
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<td>2:00 PM</td>
<td>Standing Item: SAC Challenge (10 minutes each)</td>
<td>Brian Nelson, Chair and Paul Michel, MBNMS</td>
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<td>• At-Large - Dan Haifley and Cynthia Mathews</td>
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<td>• CA Dept. of Fish &amp; Wildlife - Paul Reilly and Deb Wilson-Vandenber</td>
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<td>• Diving - Brian Nelson and Keith Rootsaert</td>
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<td>• Harbors - John Haynes, Linda McIntyre, John Moren, Marian Olin</td>
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<td>• Research - Dr. John Hunt and Dr. Steve Haddock</td>
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<td>3:00 PM</td>
<td>Break (10 minutes)</td>
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<td>3:10 PM</td>
<td>Information Item: Monterey Bay Fisheries Trust</td>
<td>Sherry Flumerfelt, MBFT</td>
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<td>An overview of the program.</td>
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<td>3:40 PM</td>
<td>Information Item: Monterey Bay National Marine Sanctuary Foundation update</td>
<td>Ginaia Kelly, MBNMSF</td>
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<td>An update on the foundation’s priorities and funding.</td>
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<td>4:10 PM</td>
<td>Standing Item: Working Group Updates</td>
<td>Working Group Chairs</td>
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<td>Conservation Working Group</td>
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<td>Research Activity Panel</td>
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<td></td>
<td>Sanctuary Tourism and Recreation Working Group</td>
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<tr>
<td>4:30 PM</td>
<td>Adjourn</td>
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**All times are estimates**

- Public comment on agenda items will be heard prior to AC discussion/deliberation.
- Materials corresponding to items on this agenda are available at [http://montereybay.noaa.gov/sac/sacma.html](http://montereybay.noaa.gov/sac/sacma.html) or contact Nichole Rodriguez by email or phone (831) 647-4206.
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1. CALL TO ORDER

The Board of Directors of the Association of Monterey Bay Area Governments, President, Scott Funk presiding, convened at 6:00 p.m. Wednesday, March 13, 2019 at the Marina Library, Community Room, 190 Seaside Circle, Marina, CA 93933.

2. PLEDGE OF ALLEGIANCE

President Funk led the Pledge of Allegiance.

3. ROLL CALL

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<th>AMBAG Board of Directors</th>
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<td><strong>PRESENT</strong></td>
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<td><strong>ABSENT</strong></td>
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<td>County of Santa Cruz</td>
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</table>
**Others Present:** Stephanie Grigsby, Design Workshop; Antonio Johnson, FHWA; Heather Adamson, Director of Planning; Elisabeth Bertrand, Director of Special Projects; Errol Osteraa, Director of Finance and Administration; Bhupendra Patel, Director of Modeling; Xiang Lan, Associate Planner; Sasha Tepedelenova, Associate Planner; Bobbie Grant, Office Assistant; and Maura Twomey, Executive Director.

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**

Director McShane announced that there will be an EV Test Drive Event in Seaside to celebrate Earth Day on April 28, 2019 at Seaside City Hall from 1 pm to 4 pm. MBARD, MST and AMBAG are all partners in this event which will be coordinated by Ecology Action.

Director Lenoir stated that there is a large historic Veterans building in downtown Hollister that does not currently have LED lighting and asked if that would fall into the Energy Watch Program. Maura Twomey, Executive Director stated that she would have Elisabeth Bertrand, Director of Special Projects with the Energy Watch program contact her.

Director Richards arrived.

6. **PRESENTATIONS**

A. **Big Sur Highway 1 Sustainable Transportation Demand Management (TDM) Plan**

Kelly McClendon, Caltrans introduced Stephanie Grigsby, Design Workshop who would be presenting the Big Sur Highway 1 Sustainable Transportation Demand Management (TDM) Plan.

Director Phillips arrived.

Ms. Grigsby reported that Caltrans is currently working with a stakeholder Advisory Committee which consists of stakeholder groups from different regions along the Highway 1 Corridor within Caltrans District 5. The TDM Plan builds upon the 1986 Big Sur Land Use Plan and the 2004 Big Sur Coast Highway Management Plan. The outcome and goals of the planning effort include 1) creating and meeting stakeholders’ visions and goals; 2) developing viable alternatives to driving; 3) addressing visitor needs to reduce impacts to natural and scenic resources; 4) developing parking strategies; 5) coordinating and building from other community projects; and 6) identifying potential locations for EV charging stations. Ms. Grigsby also reported that data collection and the review and evaluation of previous planning efforts are currently underway. A stakeholder meeting will be held March 14, 2019 at the California Department of Parks and Recreation in Monterey from 1:30 pm to 4:30 pm. A public workshop will be held in April 2019. Brief discussion followed.

Director Berkley left.
7. **2019 BOARD AND COMMITTEE APPOINTMENTS**

President Funk stated that the delegate position for the California Association of Councils of Governments (CALCOG) remains open until filled.

President Funk made the following committee appointments:

**Executive/Finance Committee:**
- **Scott Funk,** President
- **Steve McShane,** 1st Vice President
- **Kristen Petersen,** 2nd Vice President
- **Bruce McPherson,** Past President
- **Steve McShane,** City of Salinas
- **John Freeman,** City of San Juan Bautista
- **Ed Smith,** County of Monterey

**Regional Analysis & Planning Services, Inc.:**
- **Scott Funk,** President
- **Steve McShane,** 1st Vice President
- **Kristen Petersen,** 2nd Vice President
- **Bruce McPherson,** Past President
- **Tom Rowley,** Board Chair, Monterey County Public Member
- **Maura Twomey,** Chief Executive Officer
- **Jennie Sarmiento,** Santa Cruz County Public Member
- **Mark Tognazzini,** San Benito County Public Member

**California Association of Councils of Governments:**
- **Scott Funk,** as alternate

**Sanctuary Advisory Council:**
- **Steve McShane,** City of Salinas, as delegate
- **Kristen Petersen,** City of Capitola & **Ed Smith,** City of Monterey, as alternates

**Transportation Agency for Monterey County:**
- **Maura Twomey,** Executive Director, as delegate
- **Heather Adamson,** Director of Planning, as alternate

**CalVans:**
- **Steve McShane,** City of Salinas, as delegate
- **Scott Funk,** City of Gonzales, as alternate

**Sanctuary Subcommittee:**
- **Steve McShane,** City of Salinas
- **Kristen Petersen,** City of Capitola
- **Bruce McPherson,** County of Santa Cruz
- **John Freeman,** City of San Juan Bautista
- **Ed Smith,** City of Monterey
- **Steve Scheiblauer,** Harbor Master, City of Monterey

Motion made by Director Carbone, seconded by Director Victoria to approve the 2019 Board and Committee appointments. Motion passed unanimously.
8. COMMITTEE REPORTS

A. Executive/Finance Committee

President Funk reported that the Executive/Finance Committee did not have quorum and the meeting was cancelled. All consent items will be brought back to the next meeting for approval.

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

Maura Twomey, Executive Director reported that there were no action items at the February 2019 SAC meeting. The meeting focused on a presentation on the Monterey Bay Eco-Tourism Initiative. Ms. Twomey stated that the next SAC meeting is April 19, 2019 in Moss Landing.

9. EXECUTIVE DIRECTOR’S REPORT

Maura Twomey, Executive Director recognized Sasha Tepedelenova, Associate Planner and Errol Osteraa, Director of Finance and Administration on their 10 years of service.

10. CONSENT AGENDA

A. Minutes of the February 13, 2019 AMBAG Board of Directors Meeting

The minutes of the February 13, 2019 AMBAG Board of Directors meeting were approved.

B. AMBAG Regional Clearinghouse Monthly Newsletter

The AMBAG Regional Clearinghouse Monthly Newsletter was accepted.

C. AMBAG Energy Watch Update Report

The AMBAG Energy Watch update report was accepted.

D. Formal Amendment No. 4 to the Monterey Bay Metropolitan Transportation Improvement Program (MTIP): FFY 2018-19 to FFY 2021-22

The Formal Amendment No. 4 to the Monterey Bay Metropolitan Transportation Improvement Program (MTIP): FFY 2018-19 to FFY 2021-22 was approved.

E. Financial Update Report

The financial update report was accepted.

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

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

None.
12.  ADMINISTRATION

A.  Draft FY 2019-20 Monterey Bay Region Overall Work Program (OWP) and Budget

Bhupendra Patel, Director of Modeling reported that the FY 2019-20 OWP is a federally required document that implements metropolitan transportation and air quality related planning projects/activities proposed for the Monterey Bay Region for the state fiscal year starting July 1, 2019 and ending June 30, 2020. The OWP implements AMBAG Board adopted priorities, such as, 1) modeling and research; 2) planning and forecasts; 3) sustainable development strategies; and 4) collaborative planning and implementation. Bhupendra Patel, Director of Modeling also presented the draft FY 2019-20 budget. Some of the highlights from the draft FY 2019-20 budget are 1) staff is presenting a balanced budget, pursuant to AMBAG by-laws; 2) the funding sources are: Federal - $2,168,000, State - $1,210,988, Local - $359,430; and 3) there are no changes to the total member dues. The draft FY 2018-19 expenditure highlights are 1) maintaining staff level equivalent to FY 2018-2019; and 2) there will be a small reduction in professional services due to completion of projects. The final FY 2018-19 OWP and budget will be brought back to the Board for approval at their May 2019 meeting.

13.  PLANNING

A.  2045 Metropolitan Transportation Plan/Sustainable Communities Strategy and Regional Housing Needs Allocations Draft Work Program

Heather Adamson, Director of Planning gave an overview of the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) and Regional Housing Needs Allocations (RHNA) Draft Work Program. Ms. Adamson reported that federal and state law requires AMBAG to prepare a long-range transportation plan every 4 years. The plan must have at least a 20 year horizon period. AMBAG staff has developed a detailed work program and schedule for the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) that incorporates a variety of planning efforts. The 2045 MTP/SCS is scheduled for adoption in June 2022. The MTP/SCS 1) is the long range vision for our transportation system; 2) determines how transportation dollars are spent in the tri-county area; 3) creates a regional forum for discussing transportation priorities; and 4) demonstrates how the region can reduce GHGs as determined by the California Air Resources Board. The MTP/SCS is developed by 1) developing vison and goals; 2) creating performance measures; 3) receiving project proposals; 4) generating revenue projections; 5) creating scenarios; 6) selecting the preferred scenario; and 7) creating a draft plan. The Regional Growth Forecast is the 1) forecast for growth of population, housing and employment; 2) covers the tri-county area; 3) used as the basis for planning studies, project analysis and economic analysis; and 4) used as input for the Regional Travel Demand Model which forecasts travel patterns. Ms. Adamson stated that work will begin to update the 2018 Regional Growth Forecast which will be used in the preparation of the 2045 MTP/SCS. Staff will work with all local jurisdictions to update the 2018 Regional Growth Forecast which will include one-on-one meetings and hosting a Planning Director Forum. The Draft 2022 Regional Growth Forecast is expected to be completed in fall 2020. Ms. Adamson reported that AMBAG is also required to update the Regional Housing Needs Allocation (RHNA) Plan every eight years. The three stages of the RHNA process are 1) the State issues determination for each of the regions; 2) the Council of Governments distributes RHNA to each city and county; and 3) localities update their General Plan Housing Element to accommodate RHNA. AMBAG will 1) receive the RHNA determination from the California Department of Housing & Community Development (HCD) for Monterey & Santa Cruz Counties in 2021; 2) collect RHNA data from local jurisdictions; 3) develop
RHNA allocation draft methodologies and adopt preferred methodology; 4) prepare and release the Draft RHNA Plan for public review; and 5) adopt the RHNA Plan in June 2022. Other key tasks for the completion of the MTP/SCS include the following 1) incorporating results of completed studies and those currently underway; 2) new activity based model; 3) plan performance measures; 4) social equity and environmental justice analysis; 5) revenue projections; 6) revised cost estimates for projects, services and programs; and 7) new GHG targets and CARB SCS review process. Ms. Adamson stated that the State of California is the only state in the U.S. that requires an Environmental Impact Report (EIR) for its MTP/SCS. The EIR will be a joint EIR with the four Regional Transportation Planning Agencies in the tri-county region. New developments from recent CEQA cases may increase the analysis required for the EIR and it would be beneficial to secure CEQA legal services to aid in the preparation of the EIR. The Notice of Preparation for the EIR is scheduled to be released in early 2020. A public involvement plan (PIP) will also be prepared to help in the development of the 2045 MTP/SCS as part of the updated AMBAG 2019 Public Participation Plan (PPP). Ms. Adamson also added that 1) there will be a series of public workshops and meetings; 2) visualizations; and 3) other activities such as website and social media for the public and receiving input on the draft MTP/SCS. Staff will coordinate and work closely with the local jurisdictions, RTPAs, transit operators, Caltrans, and other interested parties in the development of the PIP. Next steps include 1) begin work on the 2022 Regional Growth Forecast; 2) finalizing the new Activity Based Model; and 3) update the vision, goals and objectives. The AMBAG Board will be asked to approve the 2045 MTP/SCS work program and timeline in April 2019. Brief discussion followed.

15. ADJOURNMENT

The Board of Directors meeting adjourned at 7:24 p.m.

______________________________  ____________________________
Scott Funk, President            Maura F. Twomey, Executive Director
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<tr>
<th>MEMBER</th>
<th>AMBAG REP</th>
<th>Attendance (X= Present; AB= Absent)</th>
<th>Item# 7 2019 Board and Committee Appointments</th>
<th>Item# 10 Consent</th>
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(* = Board Member(s) arrived late or left early, therefore, did not vote on the item. Please refer the minutes)
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MEMORANDUM

TO: AMBAG Board of Directors
FROM: Maura F. Twomey, Executive Director
RECOMMENDED BY: Paul Hierling, Senior Planner
SUBJECT: AMBAG Regional Clearinghouse Monthly Newsletter
MEETING DATE: April 10, 2019

RECOMMENDATION:

It is recommended that the Board of Directors accept the February – March 2019 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 February 15 – March 15, 2019

APPROVED BY:

[Signature]
Maura F. Twomey, Executive Director
ENVIRONMENTAL DOCUMENTS

20190203 | City of Santa Cruz Parks Master Plan 2030
---|---
City of Santa Cruz | Noah Downing
(831) 420-5362 | Notice of Intent (NOI) | Mitigated Negative Declaration (MND)

The City of Santa Cruz Parks Master Plan 2030 is a guidance document that assesses existing conditions and community needs, and guides the short- and long-term planning of parks, recreational facilities, beaches, and open space-greenbelt lands. The Parks Master Plan includes goals, policies and actions for the provision of parks and recreational services, as well as, general recommendations for expanded recreational uses and specific recommendations for improvements at the City's individual parks, beaches, open spaces, and recreational facilities. The Parks Master Plan lays out recommendations for the next 15 years but is designed to be updated over time, providing a guiding framework while allowing for adjustments based on both presently anticipated and unforeseen future needs and community desires.

| Project is located | Santa Cruz County
| Parcel Citywide |
|-------------------|-------------------|
| Public hearing information | N/A |
| Public review period ends | Tuesday, March 12, 2019 |

20190301 | City of Hollister Parks Facility Master Plan
---|---
City of Hollister | Mary Paxton
(831) 636-4316 | Notice of Intent (NOI) | Mitigated Negative Declaration (MND)

The draft Initial Study/Mitigated Negative Declaration has been prepared for an update to the Park Facility Master Plan. The plan includes an inventory of existing facilities, a needs assessment, and recommendations for park improvements, including two new parks and a trail.

| Project is located | San Benito County
| Parcel Multiple |
|-------------------|-------------------|
| Public hearing information | Hollister Council Chambers, 375 Fifth Street, Hollister, CA 95023
3/18/2019 6:30 PM |
| Public review period ends | Monday, March 4, 2019 |
The proposed project includes applications for a Specific Plan, Rezoning, and Development Agreement at this time. The project site consists of 13 parcels. The Draft West Area Specific Plan establishes the land use planning and regulatory guidance, including the land use and zoning designations and policies, development regulations, and design standards, for the approximately 797-acre Specific Plan Area. The Specific Plan will serve as a bridge between the Salinas General Plan and individual development applications in the Specific Plan Area, applying and adding greater specificity to the goals, policies and concepts of the General Plan for that area.

The Specific Plan has been crafted to be consistent with overall community goals as expressed in the City of Salinas General Plan, as well as more specific policies and implementation measures contained in other documents. The City of Salinas Zoning Code requirements will apply to development applications and property within the Specific Plan Area unless specifically superseded by the development regulations or design standards contained in the Specific Plan. The underlying purpose of the proposed project is the approval and subsequent implementation of the Draft West Area Specific Plan (including the Specific Plan's goals) and relate entitlements. Proposed land uses in the approximate 797-acre Specific Plan Area include residential, mixed use commercial, community park, neighborhood parks, small parks, school and open space (including supplemental storm water detention/retention basins). The quantifiable objectives of the proposed project include the development of up to 4,340 residential dwelling units (with a minimum of 3,553 required under the General Plan), up to 571,500 square feet of commercial/mixed use building area, and up to 177 acres of public facilities (including three elementary schools, a high school, a middle school, open space areas (including supplemental storm water detention/retention basins) and 11 parks. It is anticipated that the Specific Plan Area will house up to 15,928 residents at project build-out.

Project is located Monterey County
Parcel Multiple

Public hearing information N/A

Public review period ends Monday, April 15, 2019

PUBLIC HEARINGS

Monterey Regional Airport Land Use Compatibility Plan

Comprehensive update to the Airport Land Use Compatibility Plan for the Monterey Regional Airport.

Project is located Monterey County
Parcel Multiple

Public hearing information Monterey Regional Airport, 200 Fred Kane Drive, Ste. 200, Monterey, CA
2/25/2019 3:00 PM

Public review period ends N/A
MEMORANDUM

TO: AMBAG Board of Directors
FROM: Maura F. Twomey, Executive Director
RECOMMENDED BY: Elisabeth Bertrand, Special Projects Director
SUBJECT: AMBAG Energy Watch Update Report
MEETING DATE: April 10, 2019

RECOMMENDATION:

It is recommended the Board of Directors accept this report.

BACKGROUND/DISCUSSION:

CPUC Funding Cycle Background

The AMBAG Energy Watch program has existed since 2006 and has been awarded funding by the California Public Utilities Commission, (CPUC), during each of the seven funding cycles; the 2006-08 cycle, the 2009 cycle, the 2010-12 cycle, the 2013-14 cycle, the 2015 cycle, the 2016-18 cycle and most recently, the 2019 cycle.

The program elements funded by the AMBAG Energy Watch program materialized out of a collaborative working process with the AMBAG Energy Advisory Committee. This committee includes staff from all AMBAG member jurisdictions, business interest groups, non-profit organizations, community groups, PG&E representatives, and AMBAG staff. The programs that were developed support the specific energy efficiency needs of jurisdictions in two main areas; serving jurisdictional businesses, schools, and non-profits and in directly supporting the jurisdiction’s own energy efficiency and energy cost reduction efforts. In addition, Energy Watch programs play a major role in completing jurisdiction-level greenhouse gas inventories and providing baseline data to assist with development of energy and climate action plans for the region’s jurisdictions.

It was the intent of the CPUC to begin structuring programs in longer cycles, referred to as a “Rolling Portfolio”, beginning in 2015, with the target of developing a ten year rolling cycle. As of 2019, the CPUC is currently in Phase II of a three phase rulemaking process regarding the implementation of the “Rolling Portfolio”. As such the goal of longer program cycles remains aspirational. For 2019 there will be a one year transition cycle for all programs.
Energy Watch Program Elements

2019 Program

AMBAG Energy Watch staff will be implementing a transition year program for 2019. Given that the CPUC has structured this as a one year transition year, program elements will remain the same. We are targeting to achieve 6,000,000 kWh in energy savings through energy efficiency projects for 2019.

Program Participants

School Districts

The State of California, over five years, has been releasing funding through Proposition 39 to help schools implement energy efficiency and conservation. To receive this funding, the school districts must comply with the Proposition 39: California Clean Energy Jobs Act – 2013 Program Implementation Guidelines. These guidelines include requirements such as energy benchmark their facilities, identify the energy projects they want to complete and the efficiency metrics related to the projects and prepare and submit the funding application to the California Energy Commission (CEC).

AMBAG Energy Watch staff have been working closely with staff at Scotts Valley USD, Greenfield USD, Pacific Grove USD, and Soledad USD on energy efficiency installations that the district staffs are currently completing in-house. AMBAG Energy Watch is currently supporting Hollister SD, Bitterwater-Tully Union Elementary, and South Monterey County with technical RFPs for projects going out to bid. AMBAG Energy Watch is supporting ongoing installations by outside contractors at the following school districts: Alianza Charter, Linscott Charter, Watsonville Charter School of the Arts, Academic/Vocational Charter School, Jefferson Elementary and Bay View Elementary. AMBAG Energy Watch staff is supporting the development and scoping of new projects at Washington Union SD, Pajaro Valley USD, and North Monterey USD.

Small Business, Agriculture, and Non-Profits

AMBAG Energy Watch works with all of our local businesses to reduce energy use by installing energy efficient retrofits. The program supports non-profits, agriculture, hospitality, retail stores, offices, and all small business. The Energy Watch program has served 64 small businesses, agriculture and non-profits in the 2019 program.

Municipal Jurisdictions and Special Districts

AMBAG Energy Watch works with all of the AMBAG jurisdictions on all types of energy efficiency projects, including lighting HVAC, water, and wastewater facility equipment, etc. The program provides technical support on fund acquisition through the CEC loan program and through PG&E % On-Bill financing in addition to energy efficiency project identification and implementation.
The Energy Watch staff continues current implementation work with the cities of Watsonville, Seaside, Carmel, Pacific Grove, and Santa Cruz, the counties of Monterey and San Benito and the special district Santa Cruz Metro Transit District.

**Education and Events**

AMBAG Energy Watch is excited to be participating again in the Clean Air Leader Awards, hosted by the Monterey Bay Air Resources District on May 16, 2019. This is the third year AMBAG Energy Watch will be participating in this recognition event. It will be held at the Wedgewood Carmel, 4860 Carmel Valley Road, Carmel, CA 93923.

AMBAG Energy Watch will be hosting an educational booth at the 8th Annual Earth Day Seaside and EV Test Drive Event. This event is scheduled for April 28, 2019 at Seaside City Hall.

**ALTERNATIVES:**

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

**FINANCIAL IMPACT:**

The budget is fully funded under the 2019 Energy Watch contract with PG&E.

**COORDINATION:**

AMBAG Energy Watch staff is coordinating with the CPUC, Pacific Gas & Electric Company Energy Watch program management, local jurisdictions, local community stakeholders and the third party contractors that service the AMBAG Energy Watch Program.

**APPROVED BY:**

[Signature]

Maura F. Twomey, Executive Director
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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

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

SUBJECT: Draft Amendment No. 3 to the FY 2018-19 Overall Work Program (OWP) and Budget

MEETING DATE: April 10, 2019

RECOMMENDATION:

Approve Draft Amendment No. 3 to the FY 2018-19 OWP and Budget and authorize staff to submit to Caltrans and federal agencies for their approval and execute the OWP Agreement.

BACKGROUND/ DISCUSSION:

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

The FY 2018-19 OWP and Budget was developed in consultation and coordination with the region’s Regional Transportation Planning Agencies (RTPA), transit operators, Caltrans, Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). It includes transportation and air quality related planning activities proposed for the Monterey Bay Region for the fiscal year July 1, 2018 to June 30, 2019.

The FY 2018-19 OWP and Budget was approved by the AMBAG Board of Directors at their May 9, 2018 meeting and was jointly approved by FHWA and FTA on June 26, 2018.

The OWP and Budget is subject to periodic adjustments resulting from changes in activities as well as revisions in revenues and expenditures during the fiscal year. The proposed Draft Amendment No. 3 to the FY 2018-19 OWP and Budget accounts for the following changes:
WE 684: Programs additional $75,000 SB1 Sustainable Communities Planning grant funds awarded to AMBAG by Caltrans on March 22, 2018.

As per the project requirement and funding needs, the proposed amendment makes appropriate line item/budget changes to work elements (WEs) 112, 231, 251, 604, 610 and 622.

Draft Amendment No. 3 to FY 2018-19 OWP and Budget is separately enclosed (Attachment 1) with the agenda and also available to view/download on AMBAG's website www.ambag.org.

ALTERNATIVES:

None.

FINANCIAL IMPACT:

Staff time to carry out OWP and Budget activities is funded through FHWA PL and FTA 5303 funds as programmed in the approved FY 2018-19 OWP and Budget.

COORDINATION:

Preparation of Draft Amendment No. 3 to the FY 2018-19 OWP and Budget has been coordinated with transit operators, San Benito Council of Governments, Transportation Agency for Monterey County, Santa Cruz Regional Transportation Commission, California Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA).

ATTACHMENT:

1. Draft Amendment No. 3 to the FY 2018-19 AMBAG OWP and Budget (separately enclosed)

APPROVED BY:

Maura F. Twomey, Executive Director
MEMORANDUM

TO: AMBAG Board of Directors
FROM: Maura F. Twomey, Executive Director
RECOMMENDED BY: Heather Adamson, Director of Planning
SUBJECT: Demographic Forecasting Services – Consultant Agreement
MEETING DATE: April 10, 2019

RECOMMENDATION:

It is recommended that the Board authorize the Executive Director to negotiate and execute an agreement with Population Reference Bureau (PRB) for demographic forecasting consultant services in an amount not to exceed $50,000.

BACKGROUND/DISCUSSION:

AMBAG requires demographic forecasting consultant services to assist with the development of 2022 Regional Growth Forecast and the Regional Housing Needs Allocation.

Following the AMBAG procurement policies, staff issued a Request for Proposals (RFP) for the demographic forecasting services in January 2019. The RFP was advertised in local newspapers, the RFP National Database, and online on the American Planning Association’s and AMBAG’s Web sites. AMBAG received two proposals to conduct the work.

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

ALTERNATIVES:

This work is funded in the FY 2018/2019 Overall Work Program (OWP) and Budget. AMBAG could choose not to hire demographic forecasting consulting services to develop 2022 Regional Growth Forecast. Staff does not recommend this alternative.
FINANCIAL IMPACT:

The funding to conduct the work is budgeted in the FY 2018/2019 OWP 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
DRAFT AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 10th day of April 2019, 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 assist in the update the Regional Growth Forecast and Regional Housing Needs Allocation; 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, 2022 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
3. SCHEDULE OF PERFORMANCE.

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

4. CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and written notification to proceed has been provided by AMBAG.

5. COORDINATION/STAFFING

A. CONTRACTOR shall assign 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 15 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Contract. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title.

E. CONTRACTOR shall not commence performance of work or services until this contract has been approved by AMBAG and written notification to proceed has been issued by AMBAG. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

F. In no event shall compensation as described in Exhibit A exceed FIFTY THOUSAND ($50,000) 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 fifteenth day of each month for the month prior. CONTRACTOR shall submit an invoice to AMBAG stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. AMBAG shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Contract. Payment of the invoices will be made to CONTRACTOR after acceptance of work product and approval by AMBAG and upon reimbursement by the State of California. AMBAG will withhold 10% of each invoice until fully reimbursed by the State of California. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the “Project Tasks/Services, Timeline, and Budget,” Exhibit A. No interest or carrying changes shall accrue to CONTRACTOR by reason of delayed payment.

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

C. Invoicing Format and Content: All invoices submitted to AMBAG for payment shall be sent directly to:

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

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

8. FUNDING REQUIREMENTS

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

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

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

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

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

10. **SATISFACTORY PERFORMANCE**

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

11. **COVENANT AGAINST CONTINGENT FEES**

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

12. **OWNERSHIP, CONFIDENTIALITY AND USE OF WORK PRODUCTS**

   A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents, which are developed, compiled, or produced as a result of this Contract, whether or not completed, shall vest with AMBAG. AMBAG reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the data.

   B. AMBAG shall receive copyright and ownership to all data and materials delivered under this contract upon formal acceptance, except for those data and materials that are subject to ownership or copyright of others prior to the execution of this contract. No distribution of the original or derived works shall be made prior to acceptance by AMBAG unless specified in the task order or authorized by the contracting officer. The contractor may maintain copyright and ownership of all original or derived works which are not required submittals under this contract.
C. Methodology and materials developed under this Contract are the property of AMBAG and may be used by AMBAG as it sees fit, including the right to revise or publish the same without limitation. CONTRACTOR shall not be liable for use of such methodology, materials, software logic, and systems for purposes other than that for which it is developed.

D. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by CONTRACTOR. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential.

E. The CONTRACTOR shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of AMBAG Legal Counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. CONTRACTOR shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the CONTRACTOR treats its confidential information, but in no case less than reasonable care.

F. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Contract, are the property of AMBAG. AMBAG shall determine the disposition of all such property upon completion or termination of this Contract.

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

13. TERMINATION

A. Termination of Convenience of AMBAG

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

B. Termination for Cause

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

14. **DISPUTES**

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

15. **AMENDMENT OF SCOPE OF WORK**

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

16. **CORRECTION OF WORK**

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

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

18. RETENTION OF RECORDS/AUDITS

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

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

19. SUBCONTRACTING

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

A. Nothing contained in this contract or otherwise, shall create any contractual relation between AMBAG and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to AMBAG for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR’S obligation to pay its subcontractor(s) is an independent obligation from AMBAG’S obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by AMBAG, except that, which is expressly identified in the contract.
20. **ASSIGNMENT**

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

21. **INDEMNIFICATION**

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

22. **STATEMENT OF COMPLIANCE**

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

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

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

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

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

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

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

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

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

4. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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

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

25. NO OBLIGATION BY THE FEDERAL GOVERNMENT
A. AMBAG and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to AMBAG, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

   A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

   B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

   C. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

27. **DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

28. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

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

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

B. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

29. INSURANCE/NOTIFICATION

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

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

CONTRACTOR shall provide the following types and amounts of insurance:

A. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregates.

B. **Workers' Compensation** on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than $1,000,000 per accident for all covered losses.

C. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

D. **Errors and Omissions Liability** CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor’s profession. Limits shall be no less than $1,000,000/claim.

E. **Certificate of Insurance** CONTRACTOR shall file a certificate of insurance completed and filed with AMBAG within fifteen (15) days of execution of this Contract and prior to engaging any operation or activities set forth in this Contract. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) days written notice to AMBAG prior to the effective date of such cancellation or change in coverage.

F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.

G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming AMBAG, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by AMBAG and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance AMBAG.
30. **CONFLICT OF INTEREST**

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

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

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

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

31. **STATEMENT OF ECONOMIC INTEREST**

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

32. **MERGER**

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

33. **DEFAULT**

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

34. **NO WAIVER OF BREACH/TIME**
The waiver by AMBAG of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Contract. Time is of the essence in carrying out the duties hereunder.

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

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

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

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

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

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

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

40. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

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

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

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

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

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

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

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

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

42. CERTIFICATIONS AND ASSURANCES

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


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


B. CONTRACTOR shall additionally comply with the requirements contained in the annual FTA “Certifications and Assurances for FTA Assistance,” including “Certifications and Assurances Required of Each Applicant” and the “Lobbying Certification” in compliance with 49 U.S.C. Chapter 53; published annually in
AMBAG’s OWP. Such assurances shall apply to CONTRACTOR to the same extent as AMBAG, and include but are not limited, the following areas:

1. Standard Assurances
2. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
3. Drug Free Work Place Agreement
4. Intergovernmental Review Assurance
5. Nondiscrimination Assurance
6. DBE Assurance
7. Nondiscrimination on the Basis of Disability
8. Certification and Assurances required by the U.S. Office of Management and Budget

C. The CONTRACTOR shall require its Subcontractor(s) to comply with these Certifications, and agrees to furnish documentation to AMBAG to support this requirement that all of its contracts with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

43. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to AMBAG.

44. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. The CONTRACTOR, subrecipient, or subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State or United States Department of Transportation (DOT) assisted contracts or in the administration of AMBAG’s DBE Program. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as AMBAG deems appropriate, which may include but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Liquidated damages
4. Disqualifying the contractor from future bidding as non-responsible

B. The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.

C. The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

D. It is the policy of AMBAG, Caltrans, and DOT, that the Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in DOT-assisted contracts. The CONTRACTOR and its Subcontractor(s) shall comply with the requirements of 49 CFR Part 26 and with AMBAG’s DBE Program, as amended.

E. A “DBE Information Form” is attached hereto and incorporated herein by this reference as Exhibit D. Even if no DBE participation will be reported, the CONTRACTOR shall complete and sign such form at the time this Contract is executed.

F. During the period of this Contract, the CONTRACTOR shall maintain records of all applicable subcontracts advertised and entered into germane to this Contract, documenting the actual DBE participation and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE Subcontractor(s) or vendor, and the total dollar amount actually paid each DBE Subcontractor(s) or vendor. Upon completion of the Contract, regardless of whether DBE participation is obtained, a summary of the DBE records shall be prepared, certified correct, and submitted on a form that shall be provided by AMBAG.

45. FLOW-DOWN PROVISIONS

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

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

46. **INTERPRETATION**

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

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

AMBAG:

Signature:_____________________________

**Name:** Maura F. Twomey  
**Title:** Executive Director  
Association of Monterey Bay Area Governments (AMBAG)

Signature:_____________________________

**Name:** Scott Funk  
**Title:** Board President  
Association of Monterey Bay Area Governments (AMBAG)

CONSULTANT

Signature:_____________________________

**Name:**  
**Title:**

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 2019 and June 2022, with a kickoff meeting in May 2019:

Task 1: Regional Growth Forecast

PRB will provide technical assistance to AMBAG staff in updating the Regional Growth Forecast (RGF) based on the methodology developed for the 2018 RGF. AMBAG, in partnership with PRB, produced the 2018 forecast using an integrated model, described below in Figure 1.

Figure 1: Regional Growth Forecast Process

Employment: Employment growth by industry is driven by projected national and statewide trends for all industries in the region using a shift-share model.

Population: Employment growth trends influence population growth. The forecast of total population is based on historical trends in the ratio of population to employment in the AMBAG region.

Projections of demographic characteristics (i.e., population by age, sex, and race/ethnicity) in the 2018 RGF relied on a proportional approach based on demographic projections from the California Department of Finance (DOF). Depending on the availability of new DOF data, PRB may propose a cohort-component approach for the new RGF.¹

Household Population and Households: Demographic factors (e.g., age, sex, race/ethnicity) and external factors (e.g., major group quarters facilities like colleges and universities,

¹ Recently 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, but a comprehensive forecast update has not yet been published. 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.
correctional facilities, etc.) influence the household population and household formation rates (i.e., the number of people per household).

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

Data sources proposed for use in modeling include DOF, California Employment Development Department, U.S. Bureau of Labor Statistics, 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 to the methodology (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 other method) for review and discussion with AMBAG staff. This alternative method 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 models into the forecast framework, PRB would make the necessary revisions.

Once AMBAG has agreed upon a forecast framework, PRB will update the model data, and will make model adjustments as necessary, to produce a new RGF that extends to 2045. 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, AMBAG Board, and public. PRB also proposes to exceed the requirements of the scope of work by producing a forecast infographic for use at planning workshops, online, and in other regional planning outreach.

**Task 2: Disaggregation 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 2018 RGF—a combination of methods that include the Classical Shift-Share method, the Implicit Shift-Share method, and the Constant Share method.
Each of these forecast approaches is a rigorous, yet relatively straightforward technique commonly used in local forecasting.

**Employment:** PRB proposes to start with the Classical Shift-Share method to allocate employment by industry from the region to the county level. The Classical Shift-Share 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 also 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 level. The Implicit Shift-Share 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:** Similar to 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.

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

**Special Populations in the AMBAG Region**

A critical caveat to all of 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 key issues: annexations and special populations. Special populations include, for example, persons living in college dorms, prisons, and military facilities.

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.

**Task 3: Regional Housing Needs Allocation**

PRB will review the existing RHNA for the AMBAG region and will tabulate relevant data by jurisdiction (such as households by income level, jobs/housing balance, and land use constraints) to serve as input to the RHNA allocation process. Data sources proposed for the
RHNA include DOF, California Employment Development Department, U.S. Bureau of Labor Statistics, U.S. Department of Housing and Urban Development, U.S. Census Bureau, as well as the RGF, SFG, and other sources as appropriate. Some data required for the RHNA analysis will be collected in Task 2.

PRB will also gather relevant information from jurisdictions through an online survey. PRB will work with AMBAG to determine the survey topics and questions and to create the contact list for the survey. After the survey content and distribution list are approved, PRB will field the online survey and provide AMBAG with both the raw survey results and summary tabulations.

Using the data from the sources listed above, PRB will work with AMBAG to develop up to five baseline alternatives for the overall allocation and for the income level allocation. For each alternative, PRB will produce materials (slides and spreadsheets) that can be shared with the Planning Directors Forum and the AMBAG Board. Baseline RHNA alternatives could include variations on the following themes:

- Jobs/housing balance
- Income equity
- Minimum/maximum thresholds
- Transit or infill focus
- Other scenario(s) proposed by AMBAG and/or the Planning Directors Forum

RHNA alternatives will likely build on one or a combination of these themes. The RHNA analysis will also consider factors such as housing cost burden, farmworker housing, sphere of influence, constraints to development (such as federal or state regulations that restrict future water or sewer capacity, and land protected from urban development by federal and/or state protections for open space, farm land, and habitat), and housing need generated by anticipated growth at University of California, Santa Cruz and the California State University, Monterey Bay. PRB will work with AMBAG to ensure that relevant factors are considered in the analysis.

PRB may assist in developing concepts for baseline RHNA alternatives, but PRB anticipates that conceptual frameworks (such as jobs/housing balance, income equity, transit focus, or others) will be proposed by AMBAG and the Planning Directors Forum, and PRB’s role will involve data compilation and analysis of the alternatives.

In collaboration with AMBAG, and using information from the jurisdiction survey, the Planning Directors Forum, and the California Department of Housing and Community Development (HCD), PRB will make relevant adjustments to baseline alternatives to reflect unique circumstances for each jurisdiction and to ensure compliance with Housing Element law. PRB will review post-adjustment data with AMBAG.

AMBAG is responsible for the RHNA for Monterey County and Santa Cruz County, and the Council of San Benito County Governments is responsible for San Benito County’s RHNA. Because the RHNA and SGF must be internally consistent, PRB will work with AMBAG to
ensure that relevant RHNA information for San Benito County and jurisdictions is incorporated into the Subregional Growth Forecast.²

PRB will work with AMBAG throughout the process to ensure that HCD has all relevant information necessary to evaluate the RHNA Plan. 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 RHNA analysis process and products.

PRB will document the RHNA alternatives in a Preliminary Technical Memorandum and the final methodology (including any adjustments) and results in a Final Technical Memorandum.

**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 also 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 up 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 three working drafts for AMBAG review, leading up to a Preliminary SGF.
- 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).

**Regional Housing Needs Allocation**
- Up to five baseline scenarios.
- One Preliminary Technical Memorandum.
- One Final RHNA.
- One Final RHNA Technical Memorandum.

² If this allocation of responsibilities has changed since the last RHNA cycle, and AMBAG is now responsible for RHNA for all three counties, PRB will remove this paragraph from the scope of work and will incorporate San Benito into all phases of Task 3.
### Cost Estimate

The proposed cost for Task 1 is $13,920, the proposed cost for Task 2 is $13,842, and the proposed cost for Task 3 is $22,089, plus direct costs of $174 over the life of the project, for a total estimated cost of $50,000.

### Project Schedule

<table>
<thead>
<tr>
<th>Task 1: Regional Growth Forecast (RGF)</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
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x = work in progress

D = deliverable
EXHIBIT B. 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 E. CERTIFICATIONS
CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

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

Current members of the AMBAG Board of Directors are attached.

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

   ___ YES   ___ NO

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

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

   ___ YES   ___ NO

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

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

____________________________________  ______________________________________
DATE                                           (SIGNATURE OF AUTHORIZED OFFICIAL)

________________________________________________________
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

________________________________________________________
(TYPE OR WRITE NAME OF COMPANY)
California Government Code Section 84308

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

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

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

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

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

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

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<td>Kristen Petersen</td>
<td>Soledad</td>
<td>Carla Stewart</td>
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<tr>
<td>Carmel-by-the-Sea</td>
<td>Bobby Richards</td>
<td>Watsonville</td>
<td>Felipe Hernandez</td>
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<td>Louise Goetzelt</td>
<td>County of Monterey</td>
<td>John Phillips</td>
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<td>Scott Funk</td>
<td>County of Monterey</td>
<td>Mary Adams</td>
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<td>Lance Walker</td>
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<td>Greg Caput</td>
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<td>Hollister</td>
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<td>Bruce McPherson</td>
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<td>King City</td>
<td>Carlos Victoria</td>
<td>County of San Benito</td>
<td>Jim Gillio</td>
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<td>Marina</td>
<td>Lisa Berkley</td>
<td>County of San Benito</td>
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<td>Ex-Officio Members:</td>
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<td>Steve McShane</td>
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## 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:

5. **If Reporting Entity in No. 4 is Subawardee,**
Enter Name and Address of Prime:

6. **Federal Department/Agency:**

7. **Federal Program Name/Description:**

**Congressional District, if known:**
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<td>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</td>
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<td>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</td>
</tr>
<tr>
<td>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.</td>
</tr>
<tr>
<td>Signature: ____________________________</td>
</tr>
<tr>
<td>Print Name: ____</td>
</tr>
<tr>
<td>Title: ____</td>
</tr>
<tr>
<td>Telephone No.: ____________ Date: _____</td>
</tr>
<tr>
<td>Federal Use Only</td>
</tr>
<tr>
<td>Authorized for Local Reproduction</td>
</tr>
<tr>
<td>Standard Form - LLL (Rev. 7-97)</td>
</tr>
</tbody>
</table>
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

TO: AMBAG Board of Directors
FROM: Maura F. Twomey, Executive Director
RECOMMENDED BY: Errol Osteraa, Director of Finance & Administration
SUBJECT: Financial Update Report
MEETING DATE: April 10, 2019

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The enclosed financial reports are for the 2018-2019 Fiscal Year (FY) and are presented as a consent item. The attached reports contain the cumulative effect of operations through February 28, 2019 as well as a budget-to-actual comparison. Amounts in the Financial Update Report are unaudited.

FINANCIAL IMPACT:

The Balance Sheet for February 28, 2019 reflects a cash balance of $685,925.84. The accounts and contractors receivable balance is $492,783.16, while the current liabilities balance is $107,054.56. AMBAG has sufficient current assets on hand to pay all known current obligations.

Due to the implementation of Governmental Accounting Standards Board (GASB) Statement No. 68 in FY 2014-2015 and a restatement to Net Position for GASB Statement No. 82, AMBAG has a deficit Net Position in the amount of $146,883.10. Although AMBAG’s Balance Sheet as of February 28, 2019 reflects a deficit Net Position, AMBAG’s Profit and Loss Statement reflects an excess of revenue over expense of $117,603.10. As we make efforts to pay the outstanding pension liability, AMBAG’s Net Position has and will continue to improve.
The following table highlights key Budget to Actual financial data:

### Budget to Actual Financial Highlights
**For Period July 1, 2018 through February 28, 2019**

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Budget Through February 2019</th>
<th>Actual Through February 2019</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Fringe Benefits</td>
<td>$1,663,561.00</td>
<td>$1,440,284.31</td>
<td>$223,276.69</td>
</tr>
<tr>
<td>Professional Services</td>
<td>$758,096.00</td>
<td>$213,923.48</td>
<td>$544,172.52</td>
</tr>
<tr>
<td>Lease/Rentals</td>
<td>$60,667.00</td>
<td>$58,759.87</td>
<td>$1,907.13</td>
</tr>
<tr>
<td>Communications</td>
<td>$21,300.00</td>
<td>$13,463.96</td>
<td>$7,836.04</td>
</tr>
<tr>
<td>Supplies</td>
<td>$75,745.00</td>
<td>$23,882.30</td>
<td>$51,862.70</td>
</tr>
<tr>
<td>Printing</td>
<td>$7,564.00</td>
<td>$5,751.50</td>
<td>$1,812.50</td>
</tr>
<tr>
<td>Travel</td>
<td>$56,200.00</td>
<td>$18,939.00</td>
<td>$37,261.00</td>
</tr>
<tr>
<td>Other Charges</td>
<td>$218,090.00</td>
<td>$243,152.17</td>
<td>$(25,062.17)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,861,223.00</strong></td>
<td><strong>$2,018,156.56</strong></td>
<td><strong>$843,066.41</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenue</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal/State/Local Revenue</td>
<td>$2,915,557.00</td>
<td>$2,135,759.66</td>
<td>$779,797.34</td>
</tr>
</tbody>
</table>

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.

Salaries and fringe benefits are under budget primarily due to positions that were vacant for portions of the fiscal year.

Professional Services are under budget primarily due to the timing of work on projects performed by contractors. These projects include the Central Coast Highway 1 Climate Resiliency Study and the development of an Activity-Based Model (ABM) Framework for the Central Coast Supra-Region (AMBAG, SLOCOG and SBCAG). These projects are in various phases of completion.

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 perpetually to analyze fiscal operations and propose amendments to the budget if needed.
COORDINATION:

N/A.

ATTACHMENTS:

1. Balance Sheet as of February 28, 2019
2. Profit and Loss: July 1, 2018 – February 28, 2019
3. Cash Activity for March, 2019

APPROVED BY:

Maura F. Twomey, Executive Director
## AMBAG

### Balance Sheet

**As of February 28, 2019**

<table>
<thead>
<tr>
<th>Assets</th>
<th>February 28, 2019</th>
<th>Liabilities &amp; Net Position</th>
<th>February 28, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
<td><strong>Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cash and Cash Equivalents</strong></td>
<td></td>
<td><strong>Current Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Rabobank - Special Reserve</td>
<td>250,045.42</td>
<td>Accounts Payable</td>
<td>10,986.66</td>
</tr>
<tr>
<td>Rabobank - Checking</td>
<td>431,837.71</td>
<td>Contractors Payable</td>
<td>25,127.50</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>500.00</td>
<td>Employee Benefits</td>
<td>70,940.40</td>
</tr>
<tr>
<td>LAIF Account</td>
<td>3,542.71</td>
<td>Line of Credit</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Cash and Cash Equivalents</strong></td>
<td>685,925.84</td>
<td><strong>Total Current Liabilities</strong></td>
<td>107,054.56</td>
</tr>
<tr>
<td><strong>Accounts Receivable</strong></td>
<td></td>
<td><strong>Long-Term Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>467,655.66</td>
<td>Deferred Inflows - Actuarial</td>
<td>274,291.95</td>
</tr>
<tr>
<td>Contractors Receivable</td>
<td>25,127.50</td>
<td>Net Pension Liability (GASB 68)</td>
<td>2,006,211.69</td>
</tr>
<tr>
<td><strong>Total Accounts and Contractors Receivable</strong></td>
<td>492,783.16</td>
<td>OPEB Liability</td>
<td>833.36</td>
</tr>
<tr>
<td><strong>Other Current Assets</strong></td>
<td></td>
<td>Retainage Payable</td>
<td>2,349.54</td>
</tr>
<tr>
<td>Due from PRWFPARAPS</td>
<td>1,041.34</td>
<td>Deferred Revenue</td>
<td>82,730.00</td>
</tr>
<tr>
<td>Prepaid Items</td>
<td>14,135.92</td>
<td><strong>Total Long-Term Liabilities</strong></td>
<td>2,366,416.54</td>
</tr>
<tr>
<td><strong>Total Other Current Assets</strong></td>
<td>15,177.26</td>
<td><strong>Total Liabilities</strong></td>
<td>2,473,471.10</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td>1,193,886.26</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Long-Term Assets</strong></td>
<td></td>
<td><strong>Net Position</strong></td>
<td></td>
</tr>
<tr>
<td>Net OPEB Asset</td>
<td>86,032.00</td>
<td>Beginning Net Position</td>
<td>(264,486.20)</td>
</tr>
<tr>
<td>FY 2002-2003 Housing Mandate Receivable</td>
<td>82,186.00</td>
<td>Net Income/(Loss)</td>
<td>117,603.10</td>
</tr>
<tr>
<td>Allowance for Doubtful Accounts</td>
<td>(16,437.20)</td>
<td><strong>Total Ending Net Position</strong></td>
<td>(146,883.10)</td>
</tr>
<tr>
<td>Deferred Outflows - Actuarial</td>
<td>667,822.49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Outflows - PERS Contribution</td>
<td>287,132.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Long-Term Assets</strong></td>
<td>1,106,735.88</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Capital Assets</strong></td>
<td></td>
<td><strong>Total Liabilities &amp; Net Position</strong></td>
<td>2,326,588.00</td>
</tr>
<tr>
<td>Capital Assets</td>
<td>161,500.28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accumulated Depreciation</td>
<td>(135,534.42)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Capital Assets</strong></td>
<td>25,965.86</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>2,326,588.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### AMBAG

#### Profit & Loss

**July 2018 - February 2019**

<table>
<thead>
<tr>
<th>Income</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMBAG Revenue</td>
<td>215,747.40</td>
</tr>
<tr>
<td>Cash Contributions</td>
<td>42,651.01</td>
</tr>
<tr>
<td>Grant Revenue</td>
<td>1,766,556.02</td>
</tr>
<tr>
<td>Non-Federal Local Match</td>
<td>110,805.23</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td><strong>2,135,759.66</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>928,258.89</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>512,025.42</td>
</tr>
<tr>
<td>Professional Services</td>
<td>213,923.48</td>
</tr>
<tr>
<td>Lease/Rentals</td>
<td>58,759.87</td>
</tr>
<tr>
<td>Communications</td>
<td>13,463.96</td>
</tr>
<tr>
<td>Supplies</td>
<td>23,882.30</td>
</tr>
<tr>
<td>Printing</td>
<td>5,751.50</td>
</tr>
<tr>
<td>Travel</td>
<td>18,939.00</td>
</tr>
<tr>
<td>Other Charges:</td>
<td></td>
</tr>
<tr>
<td>BOD Allowances</td>
<td>3,250.00</td>
</tr>
<tr>
<td>BOD Refreshments/Travel/Nameplates/Dinner/Other</td>
<td>6,405.54</td>
</tr>
<tr>
<td>RCTF Expenses</td>
<td>58.98</td>
</tr>
<tr>
<td>Workshops/Training</td>
<td>5,714.44</td>
</tr>
<tr>
<td>GIS Licensing/CCJDC Support</td>
<td>9,803.87</td>
</tr>
<tr>
<td>Energy Watch Travel/Classes/Events</td>
<td>53,656.10</td>
</tr>
<tr>
<td>SB1/MTP/MTP/SCS/OWP/Public Participation Expenses</td>
<td>2,549.01</td>
</tr>
<tr>
<td>Recruiting</td>
<td>2,343.76</td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
<td>14,699.86</td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>12,935.50</td>
</tr>
<tr>
<td>Maintenance/Utilities</td>
<td>3,178.46</td>
</tr>
<tr>
<td>Insurance</td>
<td>17,742.36</td>
</tr>
<tr>
<td>Interest/Fees/Tax Expense</td>
<td>9.06</td>
</tr>
<tr>
<td><strong>Total Other Charges</strong></td>
<td><strong>132,346.94</strong></td>
</tr>
<tr>
<td>Non-Federal Local Match</td>
<td><strong>110,805.23</strong></td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td><strong>2,018,156.56</strong></td>
</tr>
<tr>
<td><strong>Net Income/(Loss)</strong></td>
<td><strong>117,603.10</strong></td>
</tr>
</tbody>
</table>
### Cash Activity

#### For March 2019

<table>
<thead>
<tr>
<th>Month</th>
<th>Cash On Hand</th>
<th>Cash Receipts</th>
<th>Total Cash Available</th>
<th>Cash Paid Out</th>
<th>Cash Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>July-18</td>
<td>523,011.93</td>
<td>84,233.75</td>
<td>607,245.68</td>
<td>263,957.39</td>
<td>343,288.29</td>
</tr>
<tr>
<td>August-18</td>
<td>490,038.54</td>
<td>169,490.74</td>
<td>659,529.28</td>
<td>215,333.17</td>
<td>444,196.11</td>
</tr>
<tr>
<td>September-18</td>
<td>519,603.57</td>
<td>19,576.04</td>
<td>539,179.61</td>
<td>174,898.65</td>
<td>364,281.26</td>
</tr>
<tr>
<td>October-18</td>
<td>475,934.34</td>
<td>14,454.13</td>
<td>490,388.47</td>
<td>143,726.72</td>
<td>346,661.75</td>
</tr>
<tr>
<td>November-18</td>
<td>519,693.57</td>
<td>1,816.79</td>
<td>521,510.36</td>
<td>127,129.63</td>
<td>394,380.73</td>
</tr>
<tr>
<td>December-18</td>
<td>495,266.90</td>
<td>2,845.29</td>
<td>498,112.19</td>
<td>103,489.97</td>
<td>394,622.22</td>
</tr>
<tr>
<td>January-19</td>
<td>672,517.68</td>
<td>389,141.77</td>
<td>1,061,659.45</td>
<td>202,555.94</td>
<td>859,103.51</td>
</tr>
<tr>
<td>February-19</td>
<td>690,256.44</td>
<td>249,710.85</td>
<td>939,967.29</td>
<td>195,359.09</td>
<td>744,608.20</td>
</tr>
<tr>
<td>March-19</td>
<td>658,664.57</td>
<td>277,748.71</td>
<td>936,413.28</td>
<td>188,074.88</td>
<td>748,338.40</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>490,038.54</strong></td>
<td><strong>475,934.34</strong></td>
<td><strong>966,012.88</strong></td>
<td><strong>215,333.17</strong></td>
<td><strong>750,679.71</strong></td>
</tr>
</tbody>
</table>

**Notes:**
- Payroll & Related
- Professional Services
- Legal Services
- Communications
- Printing
- Travel
- Other Charges
- Non-Federal Local Match
- Loan Repayment

**Cash Paid Out (Total):**

- Payroll & Related:
- Professional Services:
- Legal Services:
- Communications:
- Printing:
- Travel:
- Other Charges:
- Non-Federal Local Match:
- Loan Repayment:
MEMORANDUM

TO: AMBAG Board of Directors
FROM: Maura F. Twomey, Executive Director
RECOMMENDED BY: Heather Adamson, Director of Planning
SUBJECT: 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy and Regional Housing Needs Allocation Work Program
MEETING DATE: April 10, 2019

RECOMMENDATION:

The Board of Directors is requested to approve the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy and Regional Housing Needs Allocation work program and schedule.

BACKGROUND:

AMBAG adopted the 2040 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) in June 2018. AMBAG staff has developed a detailed work program and schedule for the 2045 MTP/SCS that incorporates a variety of planning efforts. The 2045 MTP/SCS is scheduled for adoption in June 2022. The draft work program was presented to the Planning Directors Forum and the Technical Advisory Committees in January and February 2019. Feedback from all groups was incorporated into a revised work program which was presented and discussed at the AMBAG Board of Directors in March 2019.

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 2045 MTP/SCS that incorporates a variety of planning efforts. In accordance with state and federal guidelines, the 2045 MTP/SCS is scheduled for adoption by the Board of Directors in June 2022. The 2045 MTP/SCS Plan Work Program and Timeline are included as Attachments 1 and 2, respectively. A number of key inputs and components that will shape the development of a 2045 MTP/SCS are highlighted below.
2022 Regional Growth Forecast

Work will begin to update the 2018 Regional Growth Forecast which will be used in the preparation of the 2045 MTP/SCS. The expected completion of the draft 2022 Regional Growth Forecast is summer/early fall 2020.

Regional Housing Needs Allocation

AMBAG is required to update the Regional Housing Needs Allocation (RHNA) Plan every eight years. AMBAG expects to receive a total RHNA allocation for Monterey and Santa Cruz Counties from the California Department of Housing & Community Development (HCD) in spring/summer 2021 for the 2023-2031 period. AMBAG must then develop a methodology to determine each local jurisdiction’s share of the region’s future housing need. Recent legislation has changed how HCD’s RHNA determination is made as well as some of the factors considered in the methodology used to allocate each local jurisdiction’s share. AMBAG will work closely with the Planning Directors Forum to develop and evaluate the RHNA methodology and preparation of the RHNA Plan. The RHNA Plan is expected to be adopted by AMBAG in June 2022. The local jurisdictions must update their housing elements to accommodate the new RHNA allocation by December 2023.

Policy Area/Technical Updates

A number of relevant areas have continued to gain 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 2045 MTP/SCS as well as updating the necessary technical data.

- Land Use, Regional Growth and Urban Form
- Healthy Environment
- Affordable Housing
- Social Equity and Environmental Justice
- Economic Strategies

Other Key 2045 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 2045 MTP/SCS.

Other tasks include updating major sections of the plan including plan performance measures, social equity and environmental justice analysis, revenue projections, cost estimates for projects and services, and phasing.
AMBAG regularly involves the public in regional planning efforts. A public involvement plan (PIP) will be prepared to help develop the 2045 MTP/SCS as part of the updated AMBAG 2019 Public Participation Plan (PPP). 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 2045 MTP/SCS. The Board of Directors will be asked to adopt the PPP/PIP later in 2019.

**2045 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 will be released in early 2020. New developments from recent CEQA cases may increase the analysis required in the EIR. Additionally, it will be beneficial to secure CEQA legal services to aid in the preparation of the environmental documents.

**2045 MTP/SCS Proposed Roles and Responsibilities**

A number of committees and working groups will provide oversight and input into the development of the 2045 MTP/SCS. These include 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**

AMBAG is updating the Public Participation Plan including outreach for the 2045 MTP/SCS. Additionally, procurement of consultant services for assistance with the development of the Regional Growth Forecast is underway. Procurement for consultant services to develop the EIR will begin shortly.

**ALTERNATIVES:**

N/A

**FINANCIAL IMPACT:**

Planning activities for the 2045 MTP/SCS are funded with FHWA PL, FTA 5303 and SB 1 planning funds and are programmed in the FY 2018-19 Overall Work Program and Budget.

**COORDINATION:**

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

ATTACHMENTS:

1. 2045 MTP/SCS Work Program
2. 2045 MTP/SCS Timeline

APPROVED BY:

Maura F. Twomey, Executive Director
2045 METROPOLITAN TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY AND REGIONAL HOUSING NEEDS ALLOCATION WORK PROGRAM

1. Develop 2045 MTP/SCS Work Program
   - Review work program with working groups, committees and Board of Directors

2. Public Outreach and Involvement
   - Establish outreach and education plan for the 2045 MTP/SCS
   - Set up 2045 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 (4) on Draft 2045 MTP/SCS
   - Conduct public hearings (5) on Draft 2045 MTP/SCS
   - Analyze ongoing feedback and respond to comments received online, phone, e-mail, etc.

   - Review existing MTP/SCS and other relevant documents
   - Monitor and incorporate new transportation act/bill provisions and other legislation (as needed)
   - Incorporate 2017 California Transportation Commission RTP Guidelines (as needed)

4. Prepare 2045 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
   - Update regionwide growth projections (population, housing, jobs, and other economic and demographic variables)
   - Generate updated subregional Growth Forecast (population, housing, jobs, land use)
   - Review results with local jurisdictions and other land use authorities
   - Finalize 2045 Regional Growth Forecast

5. Prepare Regional Housing Needs Allocation
   - HCD issues RHNA determination to AMBAG for Monterey and Santa Cruz Counties
   - Collect necessary RHNA data from local jurisdictions including jurisdiction survey
   - Develop RHNA allocation draft methodologies and adopt preferred methodology
   - Prepare Draft RHNA Plan
• Release Draft RHNA for public review period
• Adopt Final RHNA Plan

6. **Incorporate Strategies, Policies, and Recommendations from Regional/Corridor/Subregional Studies into Development of the MTP/SCS**
   - Studies include the Unified Corridor Investment Study, Highway 9 – San Lorenzo Valley Complete Streets Corridor Transportation Plan, Pajaro to Prunedale Corridor Study, Canyon Del Rey Boulevard (State Route 218) Corridor Study, Central Coast Highway 1 Climate Resiliency Study, Highway 25 Transit Study, Monterey County Regional Conservation Investment Plan, Bus on Shoulder/Branch Line Implementation Studies, Salinas Valley Express Transit Corridor Planning Study, Monterey Bay Area Rail Network Integration Study, Coordinated Plan, California Transportation Plan 2050, Caltrans Freight Plan, State Rail Plan, Short Range Transit Plans, Active Transportation Plans/Studies, Advanced Mitigation Studies, Asset Management Plans, Local Street & Roads Needs Assessment, SB 1 Corridor Plans, Local Jurisdiction Planning Studies, Airport Planning Studies, Transportation Demand Management Studies/Strategies, Transportation Systems Management Studies/Strategies, etc. (as needed)

7. **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)

8. **Update Regional Travel Demand Model and Land Use/Growth Distribution Model**
   - Update travel demand model inputs based on revised demographic information
   - Review model inputs with local jurisdictions (housing, jobs and population)
   - Update land use/growth distribution model

9. **Update Revenue and Cost Projections for Projects and Services**
   - 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
10. **Update Performance Measures for 2045 MTP/SCS**
   - Re-evaluate and update performance measures to be consistent with 2045 MTP/SCS goals and policy objectives and to targets established in FAST Act as well as other required plans and programs

11. **Develop and Analyze Revenue Constrained Scenarios and Select Preferred Revenue Constrained Scenario for 2045 MTP/SCS**
   - Perform travel demand modeling and evaluate overall performance
   - Develop Draft Preferred Scenario for review, including phasing

12. **Create EIR Alternatives**

13. **Perform Air Quality (AQ) Forecasts (if required)**
   - Discuss conformity criteria and procedures with Conformity Working Group
   - Address new Environmental Protection Agency (EPA)/FTA/FHWA requirements for AQ analysis
   - Prepare draft air quality conformity determination for Draft 2045 MTP/SCS for review
   - Assist with AQ analysis for Draft and Final EIR
   - Prepare final air quality determination

14. **Produce Draft 2045 MTP/SCS**

15. **Prepare Draft and Final EIR**
   - Prepare and circulate Notice of Preparation for EIR
   - Prepare Draft EIR
   - Prepare Final EIR

16. **Release Draft 2045 MTP/SCS and EIR for Public Comment**

17. **Prepare Draft Final 2045 MTP/SCS**

18. **Prepare Final EIR**

19. **Adopt Final 2045 MTP/SCS and EIR**

20. **Air Quality Conformity Determination by United States Department of Transportation (as needed)**

21. **CARB Determination on the Final SCS**
## 2045 MTP/SCS/RHNA Timeline

<table>
<thead>
<tr>
<th>Year</th>
<th>Event</th>
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<tbody>
<tr>
<td>2019</td>
<td><strong>January - February 2019</strong>&lt;br&gt;Create the framework &amp; methodology for developing the 2045 MTP/SCS</td>
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<tr>
<td>2019</td>
<td><strong>April 2019</strong>&lt;br&gt;Finalize MTP/SCS Work Program</td>
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<tr>
<td>2019</td>
<td><strong>April - June 2019</strong>&lt;br&gt;Communicate with jurisdictions and stakeholders about development of AMBAG’s 2045 MTP/SCS Plan</td>
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<tr>
<td>2019</td>
<td><strong>July 2019 - February 2020</strong>&lt;br&gt;Collect necessary data from local jurisdictions on input from cities and counties for AMBAG’s Growth Forecast and develop a list of local scenario planning options</td>
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<tr>
<td>2019</td>
<td><strong>August 2019 - October 2020</strong>&lt;br&gt;Update 2045 Regional Growth Forecast</td>
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<tr>
<td>2019</td>
<td><strong>September 2019 - December 2020</strong>&lt;br&gt;AMBAG prepares and submits regional GHG reduction methodology to CARB</td>
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<tr>
<td>2019</td>
<td><strong>October 2019 - June 2020</strong>&lt;br&gt;Refine MTP/SCS Vision, Goals, and Objectives</td>
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<td>2020</td>
<td><strong>January 2020</strong>&lt;br&gt;Issue Notice of Preparation for EIR</td>
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<td>2020</td>
<td><strong>January - December 2020</strong>&lt;br&gt;Update the Regional Travel Demand Model</td>
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<tr>
<td>2020</td>
<td><strong>April - November 2020</strong>&lt;br&gt;Update Transportation Project &amp; Program Cost Estimates</td>
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<tr>
<td>2020</td>
<td><strong>July - December 2020</strong>&lt;br&gt;Develop Financial Revenue Projections for the 2045 MTP/SCS</td>
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<tr>
<td>2020</td>
<td><strong>September 2020</strong>&lt;br&gt;Deadlines for input from local jurisdictions on the Regional Growth Forecast &amp; RTPAs to provide preliminary input on all planned projects to AMBAG</td>
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<tr>
<td>2020</td>
<td><strong>October 2020 - February 2021</strong>&lt;br&gt;Development of SCS Alternative(s) for achieving new CARB GHG reduction targets</td>
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<tr>
<td>2020</td>
<td><strong>November 2019 - June 2020</strong>&lt;br&gt;Collect necessary RHNA data and develop RHNA methodology</td>
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<tr>
<td>2020</td>
<td><strong>September 2020 - June 2021</strong>&lt;br&gt;Conduct workshops with Elected Officials and other appropriate outreach to fulfill State and Federal requirements</td>
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<tr>
<td>2020</td>
<td><strong>October 2020 - August 2021</strong>&lt;br&gt;Collect necessary RHNA data and develop RHNA methodology</td>
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<tr>
<td>2020</td>
<td><strong>October 2021</strong>&lt;br&gt;AMBAG approves RHNA Methodology</td>
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<tr>
<td>2020</td>
<td><strong>December 2020</strong>&lt;br&gt;Final input on planned projects from the RTPAs for the Draft 2045 MTP/SCS</td>
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<td>2021</td>
<td><strong>March - May 2021</strong>&lt;br&gt;Conduct county-specific 2045 MTP/SCS planning workshops to fulfill SB 375 outreach requirements</td>
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<td>2021</td>
<td><strong>January - December 2021</strong>&lt;br&gt;Prepare Draft EIR</td>
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<td>2021</td>
<td><strong>February 2021</strong>&lt;br&gt;RTPAs to approve &amp; submit final project list</td>
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<td>2021</td>
<td><strong>April - July 2021</strong>&lt;br&gt;HCD provides AMBAG RHNA Allocation</td>
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<td>2021</td>
<td><strong>July - December 2021</strong>&lt;br&gt;Prepare Draft MTP/SCS</td>
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<td>2021</td>
<td><strong>February - June 2021</strong>&lt;br&gt;Evaluate Preferred Revenue Constrained Scenario and EIR Alternatives</td>
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<td>2021</td>
<td><strong>April 2021</strong>&lt;br&gt;Update Transportation Project &amp; Program Cost Estimates</td>
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<td>2022</td>
<td><strong>January - March 2022</strong>&lt;br&gt;Release the Draft RHNA Plan for Public Comment</td>
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<tr>
<td>2022</td>
<td><strong>January - March 2022</strong>&lt;br&gt;Conduct extensive outreach to cities, counties, stakeholders, and the public on the Draft 2045 MTP/SCS to fulfill State &amp; Federal requirements. Begin public comment period on Draft 2045 MTP/SCS &amp; EIR</td>
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<tr>
<td>2022</td>
<td><strong>June 2022</strong>&lt;br&gt;AMBAG certifies Final EIR and approves 2045 MTP/SCS</td>
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<tr>
<td>2022</td>
<td><strong>June 2022</strong>&lt;br&gt;AMBAG adopts RHNA Plan</td>
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<tr>
<td>2022</td>
<td><strong>February - June 2021</strong>&lt;br&gt;Evaluate Preferred Revenue Constrained Scenario and EIR Alternatives</td>
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</table>

### 2019 - 2022
- **Develop and Implement Public Outreach, Education and Marketing Programs**
- AMBAG Board action on input from Local Jurisdictions & RTPAs
- Staff Actions Related to Policy/Plan Development
- Public Outreach

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**Note:**
- The timeline includes key milestones and activities related to the 2045 MTP/SCS and RHNA planning process.
- Specific dates and actions are highlighted for each phase of the project.
- The timeline is designed to ensure comprehensive planning and stakeholder engagement throughout the process.
2019 AMBAG Calendar of Meetings

May 8, 2019  Marina Library Community Room
190 Seaside Circle, Marina, 93933
Meeting Time:  6 pm

June 12, 2019  Marina Library Community Room
190 Seaside Circle, Marina, 93933
Meeting Time:  6 pm

July 2019  No Meeting Scheduled

August 14, 2019  Marina Library Community Room
190 Seaside Circle, Marina, 93933
Meeting Time:  6 pm

September 11, 2019  Corralitos Community Center
35 Brown’s Valley Road, Corralitos, 95076
Dinner will be served at 5 pm
Executive/Finance Committee Meeting:  5 pm
Board of Directors Meeting:  6 pm

October 9, 2019  Marina Library Community Room
190 Seaside Circle, Marina, 93933
Meeting Time:  6 pm

November 13, 2019  Seaside Community Room
220 Coe Avenue, Seaside, 93955
Meeting Time:  6pm

December 2019  No Meeting Scheduled
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>ABM</td>
<td>Activity Based Model</td>
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<tr>
<td>ADA</td>
<td>Americans Disabilities Act</td>
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<tr>
<td>ALUC</td>
<td>Airport Land Use Commission</td>
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<tr>
<td>AMBAG</td>
<td>Association of Monterey Bay Area Governments</td>
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<tr>
<td>ARRA</td>
<td>American Reinvestment and Recovery Act</td>
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<tr>
<td>CAAA</td>
<td>Clean Air Act Amendments of 1990 (Federal Legislation)</td>
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<td>Caltrans</td>
<td>California Department of Transportation</td>
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<td>CAFR</td>
<td>Comprehensive Annual Financial Report</td>
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<td>CalVans</td>
<td>California Vanpool Authority</td>
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<td>CARB</td>
<td>California Air Resources Board</td>
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<td>Central Coast Joint Data Committee</td>
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<td>CEQA</td>
<td>California Environmental Quality Act</td>
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<td>California Households Travel Survey</td>
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<td>Congestion Mitigation and Air Quality Improvement</td>
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<td>CTC</td>
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<td>Department of Finance (State of California)</td>
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<td>Energy Advisory Committee</td>
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<td>EIR</td>
<td>Environmental Impact Report</td>
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<td>FAST Act</td>
<td>Fixing America’s Surface Transportation Act</td>
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<td>FTA</td>
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<td>Regional Travel Demand Model</td>
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<td>RTPA</td>
<td>Regional Transportation Planning Agency</td>
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<td>SAFETEA-LU</td>
<td>Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users</td>
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<td>SB 375</td>
<td>Senate Bill 375</td>
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<td>SBtCOG</td>
<td>Council of San Benito County Governments</td>
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<td>Santa Cruz County Regional Transportation Commission</td>
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<td>Santa Cruz Metropolitan Transit District</td>
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<td>SCS</td>
<td>Sustainable Communities Strategy</td>
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<td>SRTP</td>
<td>Short-Range Transit Plan</td>
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<td>STIP</td>
<td>State Transportation Improvement Program</td>
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<td>Transportation Agency for Monterey County</td>
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