

AMBAG-SBtCOG-SCCRTC-TAMC
Cost Sharing Agreement
for the
Preparation of the
2014 MTP/SCS/RTP Environmental Impact Report

THIS AGREEMENT is both a project cost reimbursement and collaborative project agreement between the Association of Monterey Bay Area Governments hereinafter referred to as “AMBAG,” and the Council of San Benito County Governments (SBtCOG), the Santa Cruz County Regional Transportation Commission (SCCRTC), and the Transportation Agency for Monterey County (TAMC), hereinafter referred to individually as “Responsible Agency” and collectively as “the Responsible Agencies.”

WHEREAS, AMBAG and the Responsible Agencies have a long-standing relationship and mutual responsibility for transportation planning in the Monterey, San Benito, and Santa Cruz County areas of the Monterey Bay region; and

WHEREAS, AMBAG and the Responsible Agencies are each responsible for the development of, at a minimum, a 20-year long-range transportation plan outlining anticipated projects and policy direction for their respective areas of responsibility; and

WHEREAS, the Metropolitan Transportation Plan (MTP), including the Sustainable Communities Strategy, and each Responsible Agency’s Regional Transportation Plans (RTP) are each considered a project under the California Environmental Quality Act (CEQA); and

WHEREAS, it has been determined that an environmental review of the 2014 MTP/SCS and RTPs will need to be prepared; and

WHEREAS, the Responsible Agencies agree to designate AMBAG as the Lead Agency pursuant to CEQA for the preparation of the collective environmental review; and

WHEREAS, AMBAG and the Responsible Agencies agree that joint development of the environmental review is desirable and each agrees to participate in the selection of a consultant to conduct environmental review on their 20 plus-year long-range transportation plans; and

WHEREAS, the parties hereto desire to enter into an Agreement calling for the mutual development of one environmental review covering each Responsible Agency’s 2014 Regional Transportation Plan in addition to AMBAG’s Metropolitan Transportation Plan/Sustainable Communities Strategy (such collective environmental review referred to hereinafter as “Project”); and

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

1. Scope of Work

AMBAG and the Responsible Agencies shall furnish all personnel, materials, services and facilities necessary for collaboration on the Project. AMBAG and the Responsible Agencies will work collectively on developing a Request for Proposals for an environmental review consultant, including the Project's Scope of Work.

2. Term

This Agreement is effective April 30, 2013 and shall end on July 31, 2014, or 30 days after the Lead Agency files the Project's Notice of Determination, whichever occurs last. The period of performance may be extended by three months upon written agreement of all the parties.

3. Project Cost and Payments

The Project costs for consultant services shall not exceed the amount of \$250,000 except as provided below. AMBAG, SBtCOG, SCCRTC, and TAMC agree to split the Project cost as follows:

Agency	Cost
AMBAG	\$115,000 (46%)
SBtCOG	\$20,000 (8%)
SCCRTC	\$57,500 (23%)
TAMC	\$57,500 (23%)

AMBAG will provide overall Project management and will receive Project consultant invoices and pay the invoices upon satisfactory completion of consultant work. Upon execution and forwarding of a Notice to Proceed to the Project consultant by AMBAG, each Responsible Agency will forward to AMBAG one-half (1/2) of its share of the Project cost to be held and paid out by AMBAG for consultant invoices.

AMBAG shall charge such funds in a proportionate basis, so that each party's share is charged for each invoice paid to the consultant. After receipt of the initial funding, and at such time as the consultant's invoices reach forty percent (40%) of the agreed upon contract, AMBAG shall invoice each party for a proportionate share of each new consultant invoice. The Responsible Agencies shall pay such invoice within twenty (20) business days. The intent of this payment scheme is to provide for the timely payment of consultant invoices by AMBAG through partial prepayment, without imposing significant burden on Responsible Agencies through total prepayment.

At the end of the Project, if the Project consultant invoices less than the aforementioned Project cost, AMBAG shall return to each Responsible Agency its share of the remaining non-invoiced amount.

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

4. MTP/SCS/RTP EIR Manager

AMBAG designates Ms. Heather Adamson as the 2014 MTP/SCS/RTP EIR Manager who shall be responsible for the professional conduct of the Project covered by this Agreement and liaison between the Project consultant and Responsible Agencies. AMBAG shall promptly notify each Responsible Agency of any change in 2014 MTP/SCS/RTP EIR Manager.

5. Responsible Agency Representatives

SCCRTC designates Ms. Grace Blakeslee as the SCCRTC Representative who shall be responsible for the participation in, response to, review and oversight of the products of the Project, and for amendments to this Agreement. TAMC designates Mr. Mike Zeller as the TAMC Representative also responsible for the participation in, response to, review and oversight of the products of the Project, and for amendments to this Agreement. SBtCOG designates Ms. Veronica Lezama as the SBtCOG Representative who shall be responsible for the participation in, response to, review and oversight of the projects of the Project, and for amendments to this Agreement. Each Responsible Agency shall promptly inform all other parties of any change to its Representative.

6. Scope of Work Revisions

Any significant changes in the performance of this Agreement as outlined in the Project Scope of Work incorporated herein shall be in writing and require mutual authorization by the 2014 MTP/SCS/RTP EIR Manager and the Responsible Agency Representatives.

7. Administrative Representative

AMBAG designates Ms. Maura Twomey as the Administrative Representative who shall be responsible for the contractual and administrative aspects of the Agreement. Questions and correspondence of an administrative nature shall be directed to the Administrative Representative at AMBAG, P.O. Box 809, 445 Reservation Road, Suite G, Marina, CA 93933-0809.

8. Allowability of Costs

There shall not be any deviation from the project budget without prior written approval by AMBAG and the Responsible Agencies. The allowability of costs shall be determined in accordance with the OMB Circular A-21. All requests for budget amendments approval shall be

in writing and mutually agreed to by AMBAG and the Responsible Agencies. AMBAG shall carefully monitor costs and performance of the consultant, takes such steps as necessary to ensure that the Project be completed on time and on budget, and shall alert the Responsible Agencies on an expedited basis of any questions or concerns in the costs or timely completion of the Project.

9. Termination

Any of the four parties may terminate this Agreement at any time with or without cause, through a written Notice of Termination. Such Notice by one party will result in the termination of this Agreement among all parties. Such Notice will provide not less than forty-five (45) calendar days for AMBAG to refund to the Responsible Agency(ies) any remaining funds held for completion of this Agreement which are no longer required to pay consultant work for work performed prior to the date of receipt of the Notice of Termination.

10. Indemnification

Each party shall defend, indemnify and hold the other parties and their respective officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions or willful misconduct of their respective officers, agents, or employees.

11. Disputes

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

12. Project Records

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

All Project records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries, pertinent to this Agreement, shall be made available by Project consultant to AMBAG and the Responsible Agencies for a period of four (4) years from the termination date of this Agreement.

13. Nondiscrimination

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

- Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794; and
- The provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat 327, as amended) and the U.S. DOT implementing regulations (49 CFR 27, 37, and 38); and
- The implementing regulations issued pursuant thereto by the California Department of Transportation, the Federal Highway Administration and the Federal Transit Administration; and
- Any assurance of compliance which AMBAG and the Responsible Agencies have filed in accordance with any applicable agency regulations.

14. Severability

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

15. General Provisions and Certifications

AMBAG and each Responsible Agency certify that it is in compliance with all applicable federal and state laws and regulations.

16. Entire Agreement

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

17. Choice of Laws

This Agreement shall be interpreted and applied according to the laws of California and shall be deemed to have been entered into in California as of the effective date set forth in Paragraph 2 above.

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

Date: _____
Maura Twomey, Executive Director, Association of Monterey Bay Area Governments

APPROVED AS TO FORM

Don Freeman, AMBAG Legal Counsel

Date: _____
George Dondero, Executive Director, Santa Cruz County Regional Transportation Commission

APPROVED AS TO FORM

SCCRTC Legal Counsel

Date: _____
Debbie Hale, Executive Director, Transportation Agency for Monterey County

APPROVED AS TO FORM

Kathryn Reimann, TAMC Legal Counsel

Date: _____
Lisa Rheinheimer, Executive Director, Council of San Benito County Governments

APPROVED AS TO FORM

San Benito County Counsel's Office
Shirley L. Murphy, Deputy County Counsel