

STAFF REPORT



MEETING DATE:	December 13, 2021
SUBJECT:	Receive Update on Joint-MPO Land Use Model Project and Authorize Executive Director to Sign Agreements with Agencies
AGENDA ITEM:	5-8
STAFF CONTACT:	Sean Tiedgen, AICP, Senior Transportation Planner

SUMMARY:

The Shasta Regional Transportation Agency (SRTA) jointly applied for a competitive Caltrans technical planning grant with four other small California metropolitan planning organizations (MPOs) to develop land use models for each region. A \$550,000 grant was awarded in June 2021. A memorandum of understanding (MOU) outlining the responsibilities of each agency is necessary to move forward.

STAFF RECOMMENDATION:

It is recommended that the board of directors authorize the executive director to sign a memorandum of understanding for the joint development of regional land use models between five California MPOs and any other documents related to the administration of the \$550,000 Caltrans planning grant award.

DISCUSSION:

Each MPO is required to have models and technical tools as part of the development of their Regional Transportation Plan (RTP). These tools help demonstrate the potential impacts of transportation projects, reflect consistency with local land use plans and future development, and illustrate how each region can reach their greenhouse gas emission targets. Due to limited funds, SRTA and the small California MPOs initially focused on developing more complex travel models to meet the new modeling requirements, with basic land use forecasting. Now these MPOs are ready to develop land use models that will better reflect land use planning in their regions and help evaluate the impacts transportation projects may have on future land use scenarios.

Land use models typically cost \$200,000 or more per agency when developed individually and most of the small MPOs do not have technical staff able to develop such models. A joint project was proposed between SRTA, the Association of Monterey Bay Area Governments (AMBAG), Butte County Association of Governments (BCAG), San Luis Obispo Council of Governments (SLOCOG), and Tahoe Regional Planning Agency (TRPA) to develop a shared land use model tool with appropriate customizations for each region. This approach is more cost effective and should assist in expediting state agency review of the anticipated outcomes from scenarios explored in

a MPO's RTP. AMBAG, on behalf of SRTA, BCAG, SLOCOG, and TRPA, applied for a Caltrans competitive technical planning grant for the development of land use models.

In June 2021, SRTA received notification that the five-MPO grant application was approved for funding. AMBAG will be responsible for all grant administration. SRTA will participate as part of the working group, assist with the consultant selection, and will be responsible for overseeing the development of the land use model for the Shasta Region. SRTA will work with local agencies in Shasta County to ensure the model is useful for regional land use scenario planning and local land use planning activities.

Caltrans issued a Notice to Proceed on the project on October 21, 2021. A project kick-off meeting was held on November 1, 2021, to discuss grant administration with Caltrans, the need for a MOU, the project schedule, project tasks, and responsibilities of each MPO. The project is expected to be completed by December 2023.

OTHER AGENCY INVOLVEMENT:

An application for the development of land use models was prepared with AMBAG, BCAG, SLOCOG, and TRPA. SRTA will coordinate with city and county planning departments in the Shasta Region to ensure the land use model reflects existing land uses, General Plans, Specific plans, and any other future planned developments.

FISCAL IMPACT:

Caltrans awarded a \$550,000 grant to SRTA, AMBAG, BCAG, SLOCOG, and TRPA for development of land use models. Each MPO will provide \$18,000 in cash match for the grant and in-kind local match through staff time. SRTA's cash and in-kind match will be funded from FHWA planning grant funds already programmed in the FY 2020/21 Overall Work Program. A MOU is necessary to manage the transfer of funds and other administrative details.

Daniel S. Little, AICP, Executive Director

Attachments:

- A.** Caltrans Award Letter for Joint-MPO Integrated Land Use Model and Development Monitoring Framework Tool
- B.** Draft Memorandum of Understanding

California Department of Transportation

DIVISION OF TRANSPORTATION PLANNING
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06/22/21

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to congratulate you on your Fiscal Year 2021-22 Sustainable Transportation Planning Grant award.

Fiscal Year 2021-22 Sustainable Transportation Planning Grant Program					
Grant Category	Sustainable Communities (Technical) - Federal Transit Administration, 5304				
Project Title	Integrated Land Use Model and Development Monitoring Framework Tool				
Grantee/Agency	Association of Monterey Bay Area Governments				
Executive Director	Maura Twomey				
Grantee/Agency Contact	Gina Schmidt				
Sub-Recipient(s)	Butte County Association of Governments; San Luis Obispo Council of Governments; Shasta County Association of Governments				
Caltrans District Contact(s)	Orchid Monroy-Ochoa				
Caltrans District Contact(s) E-mail	orchid.monroy@dot.ca.gov				
Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$550,000	\$90,000	\$20,000	\$110,000	16.67%	\$660,000
Conditions of Award Due to Caltrans		Grant Expiration Date		Final Invoice Due	
10/01/21		06/30/24		08/30/24	
* The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.					

Next Steps

1. The Caltrans District Grant Manager will schedule a Conditional Award Teleconference, with your agency soon.
 - A list of conditions and project revisions necessary to accept grant funding will be provided at this meeting as well as a follow-up email outlining the discussion.
2. The required conditions must be submitted to the Caltrans District Grant Manager no later than the date listed in the table above.
 - Failure to satisfy these conditions will result in the forfeiture of grant funds.
3. The Caltrans District Grant Manager will review and approve all items required to fulfill the Conditions of Grant Acceptance outlined in the teleconference and follow-up email.
4. Once the required conditions are met and agreements in place, the Caltrans District Grant Manager will:
 - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). **Grant work cannot begin until the Notice to Proceed letter is received by your agency.**
 - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please reach out to your Caltrans District contact listed in the table above.

Sincerely,



ERIN THOMPSON
Chief, Office of Regional and Community Planning

**AGREEMENT BETWEEN ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS,
THE BUTTE COUNTY ASSOCIATION OF GOVERNMENTS, SAN LUIS OBISPO COUNCIL
OF GOVERNMENTS, THE SHASTA REGIONAL TRANSPORTATION AGENCY, AND THE
TAHOE REGIONAL PLANNING AGENCY
REGARDING DEVELOPMENT OF AN INTEGRATED LAND USE MODEL AND
DEVELOPMENT MONITORING FRAMEWORK TOOL**

This agreement is made by and between the Association of Monterey Bay Area Governments (hereinafter referred to as AMBAG), the Butte County Association of Governments (hereinafter referred to as BCAG), the San Luis Obispo Council of Governments, (hereinafter referred to as SLOCOG), the Shasta Regional Transportation Agency (hereinafter referred to as SRTA), and the Tahoe Regional Planning Agency (hereinafter referred to as TRPA), (hereinafter collectively referred to as the “Agency Partners”).

RECITALS:

WHEREAS the Association of Monterey Bay Area Governments has been designated by the Governor, pursuant to Section 134 of Title 23 USC, as the Metropolitan Planning Organization for the Monterey, Santa Cruz and San Benito Counties region;

WHEREAS the Butte County of Governments has been designated by the Governor, pursuant to Section 134 of Title 23 USC, as the Metropolitan Planning Organization for the Butte County region;

WHEREAS the San Luis Obispo Council of Governments has been designated by the Governor, pursuant to Section 134 of Title 23 USC, as the Metropolitan Planning Organization for the San Luis Obispo County region;

WHEREAS the Shasta Regional Transportation Agency has been designated by the Governor, pursuant to Section 134 of Title 23 USC, as the Metropolitan Planning Organization for the Shasta County region;

WHEREAS the Tahoe Regional Planning Agency has been designated by the Governor, pursuant to Section 134 of Title 23 USC, as the Metropolitan Planning Organization for the Placer and Douglas County region;

WHEREAS the Agency Partners are responsible for conducting land use and travel modeling activities within their respective metropolitan areas and effective travel demand modeling capability is central to the work and mission of each of the Agency Partners;

WHEREAS the Agency Partners desire to enhance their existing travel demand capability by developing a common, Integrated Land Use Model and Development Monitoring Framework Tool ("Land Use Model project") for the mutual benefit of each of the Agency Partners;

WHEREAS a common modeling framework will benefit the Agency Partners by (1) reducing the overall costs of maintenance and development of innovative new model components compared with isolated model implementations, (2) allowing coordination of model enhancements, bug fixes, and performance improvements identified by the Agency Partners' respective modeling staff, and (3) expanding the Agency Partners' technical modeling knowledge base;

WHEREAS the California Department of Transportation (Caltrans) jointly awarded the Agency

Partners a Transportation Planning grant in the amount of \$550,000, with a local match amount of \$110,000, for the purpose of developing a common, Integrated Land Use Model and Development Monitoring Framework Tool;

WHEREAS the Agency Partners wish to commit to a governance structure, process and funding program to develop this Integrated Land Use Model and Development Monitoring Framework Tool;

WHEREAS the Agency Partners do not have the expertise and resources necessary to develop, maintain, and improve land use model efficiently on their own;

WHEREAS the Agency Partners believe it is cost effective and efficient to share costs to obtain the technical services needed to develop, maintain, and improve a common, Integrated Land Use Model and Development Monitoring Framework Tool; and

WHEREAS, by entering into this Agreement, the Agency Partners intend to describe their respective responsibilities and establish a joint cooperative structure for their participation in the Integrated Land Use Model and Development Monitoring Framework Tool;

NOW THEREFORE, IT IS THEREFORE MUTUALLY AGREED:

1. Coordination and Direction of the LAND USE Framework Project

- a. The Agency Partners shall have the authority to direct all work performed under this Agreement, including but not limited to, determining the work flow and consultant services necessary to accomplish the LAND USE Framework Project, the process for procuring services related to the LAND USE Framework Project, the scope of work related to the LAND USE Framework Project, the budget for the LAND USE Framework Project, the sufficiency of deliverables related to the LAND USE Framework Project, and the term of contracts entered into for services related to the LAND USE Framework Project.
- b. AMBAG shall have the authority to procure services and enter into and administer contracts related to the LAND USE Framework Project for the benefit of Agency Partners BCAG, SLOCOG, SRTA, and TRPA shall be expressly identified as third party beneficiaries of any and all such contracts.
- c. The Agency Partners shall form a Technical Advisory Committee (TAC), composed of staff members from each MPO and from Caltrans, to guide the LAND USE Framework Project and the work of consultants. The TAC shall meet at least bimonthly for this purpose.
- d. The Agency Partners shall attempt to reach a consensus on all decisions; when unanimity cannot be reached, a vote will be taken of all members and a simple majority of members will carry. The Agency Partners shall reach agreement on the procedures for such a vote. Absent an agreement on how voting is to be conducted, each Agency Partner shall be entitled to one vote and Caltrans participation shall be advisory.

2. Duties of Agency Partners

- a. Subject to the availability of funding and approval of their respective governing bodies, the Agency Partners agree to provide funding for their respective shares of costs related to

the LAND USE Framework Project, as provided herein, in a timely manner.

- b. The Agency Partners agree to attend all meetings related to the LAND USE Framework Project, in person or via conference call, after reasonable prior notice.
- c. Agency Partners, through the TAC, will jointly draft a Request for Proposals for consultant services for development of the LAND USE Framework Project for review and approval by their governing bodies, prior to issuance.
- d. The TAC will collaborate on drafting necessary consultant contract(s) between AMBAG and the selected consultant(s) related to the LAND USE Framework Project for the benefit of the Agency Partners. Among other provisions, the contract shall expressly identify BCAG, SLOCOG, SRTA, and TRPA as third party beneficiaries. The contract shall also include provisions requiring the contractor to indemnify BCAG, SLOCOG, SRTA, and TRPA for all actions taken by the contractor.
- e. Agency Partners agree to review and approve consultant contract(s) including, but not limited to, contract amendments.
- f. Agency Partners agree to abide by all State and federal contracting standards related to the use of grant money and resources from the State of California.
- g. Following hiring of a LAND USE Framework Project consultant, the TAC shall monitor the progress of consultant work and coordinate such work between the Agency Partners.
- h. The TAC shall review and judge the sufficiency of all deliverables related to the LAND USE Framework Project as generally described in Attachment 1 - Deliverables.
- i. The Agency Partners will review and advise AMBAG on contracted deliverables for approval of payments throughout the life of the LAND USE Framework Project.

3. Duties of AMBAG

- a. AMBAG shall enter into and manage the consultant contract(s), including contract amendments. AMBAG shall consult with the TAC AMBAG shall keep TAC informed of the contract status and work performed pursuant to the contract(s) and any amendments thereto. AMBAG shall consult with the TAC prior to making major decisions regarding contract management and shall attempt to ensure the interests of all Agency Partners are protected.
- b. AMBAG shall submit the consultant contract(s) and any amendments thereto to the Agency Partners for review and approval.
- c. AMBAG agrees to receive invoices from consultants and process appropriate payments in a timely manner. AMBAG will provide status updates to the TAC periodically.
- d. AMBAG agrees to maintain billing accounts and financial records during and for three (3) years after the completion of this Agreement and to produce same to the Agency Partners upon request. AMBAG agrees to include in any consultant contract(s) or contract amendments standardized provisions for audits, recordkeeping and indemnification that

protects the rights of Agency Partners as set forth in attached Exhibit "A".

- e. AMBAG also agrees to prepare quarterly reports detailing progress on the LAND USE Framework Project as may be required for submittal to Caltrans in the administration of the Transportation Planning grant.

4. Cost Sharing by the Agency Partners

- a. The Agency Partners agree that the cost of all work related to the LAND USE Framework Project shall be shared in proportion to each MPO Partner's respective, previously agreed upon share of the Caltrans Transportation Planning grant local match amount.
- b. Subject to annual budget decisions and the approval of their respective governing bodies, each of the Agency Partners has committed to contribute to the total local match amount of \$90,000 (ninety thousand dollars) cash as follows each and \$20,000 in-kind total combined: AMBAG: \$18,000 (eighteen thousand dollars), BCAG \$18,000 (eighteen thousand dollars), SLOCOG: \$18,000 (eighteen thousand dollars), SRTA \$18,000 (eighteen thousand dollars) and TRPA \$18,000 (eighteen thousand dollars).
- c. Unless otherwise agreed to by the Agency Partners to match consultant work scheduling, the Agency Partners will contribute half of the cash local match shares each year over the two fiscal year periods of the LAND USE Framework Project. Partner must program their local match of half the cash total (\$9,000) by February each fiscal year for FY 21/22 and FY 22/23. The parties intend for AMBAG to invoice each MPO once annually by March for the funding described in 4b.
- d. The Agency Partners agree that AMBAG shall not be responsible for fronting funds for payment of consultants retained for the LAND USE Framework Project.

5. General Provisions

- a. All obligations of the parties hereto under this Agreement are subject to the appropriation of resources by their respective governing bodies.
- b. Nothing in this Agreement shall be construed as empowering any party hereto to exercise any function properly residing with any other party hereto.
- c. To the extent allowed by law, each party shall indemnify, defend, and hold harmless the other parties and their officers, officials, governing board members, employees, and agents from and against any and all liability, loss, damage, expense, cost, including without limitation, cost and fees of litigation (including reasonable attorneys' fees), of every nature to the extent such liability, loss, damage, expense, or costs arise out of, or are in any way connected to, any actions of indemnifying party's officers, agents, contractors, and employees related to this Agreement, except for the sole negligence or willful misconduct of the party seeking indemnification. This indemnity shall survive the completion or termination of this Agreement.
- d. The Agency Partners pledge full cooperation under this agreement and agree to assign staff members to serve as their representatives on the TAC.

- e. This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.
- f. Limitation of Statutory Construction. Nothing in this agreement shall be construed to interfere with the authority, under any State law in effect on the date of the enactment of Section 134 of Title 23 USC, of a public agency with multimodal transportation responsibilities to develop:
 - 1) Plans and programs for adoption by a metropolitan planning organization; and
 - 2) Long-range capital plans, coordinate transit services and projects, and carry out other activities pursuant to State law.
- g. All notices or other communications to the Agency Partners shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To AMBAG: Attention: Gina Schmidt
 Assn. of Monterey Bay Area Governments
 24580 Silver Cloud Court
 Monterey, CA 93940
 Email: gschmidt@ambag.org
 Phone: (831) 264-5098

To BCAG: Attention: Brian Lasagna
 Butte County Association of Governments
 326 Huss Lane
 Chico, CA 95928
 Email: blasagna@bcag.org
 Phone: (530) 809-4616

To SLOCOG: Attention: Daniel Audelo
 San Luis Obispo Council of Governments
 1114 Marsh St.
 San Luis Obispo, CA 93401
 Email: daudelo@slocog.org
 Phone: (805) 788-2002

To SRTA: Attention: Sean Tiedgen
 Shasta Regional Transportation Agency
 1255 East Street, Suite 202
 Redding, CA 96001
 Email: stiedgen@srtc.ca.gov
 Phone: (530) 262-6185

To TRPA: Attention: Reid Haefer
 Tahoe Regional Planning Agency
 128 Market Street
 Stateline, NV 89410

Email: rhaefer@trpa.org
Phone: (775) 589-5289

6. Term

- a. This Agreement shall become effective when fully executed by all Agency Partners and shall continue in full force and effect until completion of the LAND USE Framework Project.
- b. Any party to this Agreement may terminate its participation by providing thirty (30) days written notice to all other parties hereto. The withdrawal of the member shall have no effect upon the continuation of the Agreement among the remaining members. The Agreement as specified and required by law shall remain in full force and effect in regard to the remaining members on order to continue to receive applicable State grant funding.

7. Independent Advice

Each Agency Partner represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to each other. Each Agency Partner also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement, and the rights and duties arising out of this Agreement.

8. Dispute Resolution

If any dispute arises between the Agency Partners as to the proper interpretation or application of this Agreement the Agency Partners shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring the matter shall be submitted to formal mediation to a mediator mutually selected by the parties. The expenses of such mediation shall be shared equally between the Agency Partners.

9. Venue

Should any party to this Agreement bring legal action (formal judicial proceeding, mediation or arbitration) involving AMBAG as a party, the case shall be handled in Monterey County, California.

IN WITNESS THEREOF, the Agreement has been executed by the parties hereto as of the day and year first written above.

**THE BUTTE COUNTY ASSOCIATION
OF GOVERNMENTS (BCAG)**

By: _____
Name:

Title: _____
Date: _____

Attest:

By: _____
Name: _____
Title: Executive Director
Date: _____

Approved as to Form and Procedure:

By: _____

DRAFT

**SAN LUIS OBISPO COUNCIL OF
GOVERNMENTS**

By: _____

Name:

Title:

Date:

Attest:

By:

Name:

Title:

Date:

Approved as to Form and Procedure:

By: _____

SLOCOG Legal Counsel

**ASSOCIATION OF MONTEREY BAY
AREA GOVERNMENTS**

By: _____
Name: Maura Twomey
Title: Executive Director
Date:

Attest:

By:
Name:
Title:
Date:

Approved as to Form and Procedure:

By: _____
AMBAG Legal Counsel

**Shasta Regional Transportation
Agency (SRTA)**

By: _____
Name: Daniel S. Little
Title: Executive Director
Date:

Approved as to Form and Procedure:

By: _____
John Kenny, Legal Counsel

DRAFT

**Tahoe Regional Planning Agency
(TRPA)**

By: _____
Name:
Title:
Date:

Attest:

By:
Name:
Title:
Date:

Approved as to Form and Procedure:

By: _____
Legal Counsel

ATTACHMENT 1
DELIVERABLES FOR LAND USE FRAMEWORK PROJECT

TBD

DRAFT