

Attachment 2

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AMENDMENT 1

MEMORANDUM OF UNDERSTANDING

between

THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS

and

the COUNTY of MONTEREY

Regarding

REGIONAL EARLY ACTION PLANNING GRANTS PROGRAM OF 2021

WHEREAS, on June 29, 2021, Governor Newsom signed the Budget Act of Fiscal Year 2021-2022 which established the Regional Early Action Planning Grants Program of 2021 (REAP 2.0 or Program) which allocated \$600 million in one-time funds to accelerate infill housing development, affirmatively further fair housing, and reduce VMT; and

WHEREAS, the California Department of Housing and Community Development (HCD) has been assigned as the state agency overseeing this program; and

WHEREAS, a portion of REAP 2.0 funds have been allocated to the Association of Monterey Bay Area Governments (AMBAG); and

WHEREAS, AMBAG will grant the majority of REAP 2.0 funds to eligible entities in the AMBAG area; and

WHEREAS, eligible entities may apply for a portion of AMBAG's REAP 2.0 funds according to an allocation method approved by the AMBAG Board; and

WHEREAS, AMBAG shall approve grant applications subject to the terms and conditions of eligibility, guidelines, Notices of Funding Availability, and program requirements.

THEREFORE, BE IT RESOLVED:

The following agreement (Agreement) is entered into between the COUNTY of MONTEREY (Grantee) and the Association of Monterey Bay Area Governments (AMBAG).

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

The Regional Early Action Planning Grants Program of 2021 (REAP 2.0 or Program) is established for the purpose of providing regions with one-time funding, including grants for transformative planning and implementation activities. Up to eight million six hundred and twenty-five thousand (\$8,625,000) shall be distributed by AMBAG to eligible entities in the AMBAG area under the Program in accordance with California Health and Safety Code section 50515, *et seq* (Statute). The Association of Monterey Bay Area Governments (AMBAG) shall administer the Program to eligible entities in the AMBAG area in accordance with the Statute and AMBAG's REAP 2.0 Local Suballocation Grant Program and Regional Competitive Grant Program Guidelines (Guidelines), pursuant to Health and Safety Code section 50515.10(h), and program guidance.

This Agreement (Agreement) authorizes the encumbrance of the total funds available to the awardee, subject to all statutory requirements and all applicable provisions, including but not limited to the Guidelines, approved applications, and any subsequent modifications.

The Grantee shall consult with AMBAG on any amendment modification or other provision related to the implementation of the Program. AMBAG's decisions related to the administration of the Program shall be final.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. AMBAG has agreed to make the grant for planning and implementation activities pursuant to the Guidelines and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, application, as well as this Agreement, subsequent amendments or modifications to this Agreement and the requirements of the authority cited above. Based on all representations made by the Grantee, AMBAG shall encumber the full amount pursuant to the Guidelines and provide payment upon reimbursement request and subsequent payments in accordance with this agreement. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds in accordance with this agreement.

3. Definitions

Terms herein shall have the same meaning as defined by the Guidelines and Statute.

4. **Scope of Work**

Grantee shall use the awarded funds in accordance with the approved scope of work as contained in the timeline and budget and related information outlined in the approved application as attached hereto and incorporated herein by this reference, and as set forth in this agreement. The scope of work may be amended in compliance with statutory requirements subject to approval by AMBAG.

5. **Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Statute, Guidelines, Scope of Work, application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be available for audit and inspection by AMBAG at AMBAG's principal place of business.
- B. AMBAG may request additional information, as needed, to demonstrate statutory compliance, satisfaction of program requirements and necessary amendments to this Agreement, including but not limited to reporting or audit requirements, or award amount to the Grantee.
- C. AMBAG may monitor expenditures and activities of the Grantee, as AMBAG deems necessary, to ensure compliance with statutory or AMBAG requirements.
- D. AMBAG may, as it deems appropriate or necessary, request the repayment of funds from a Grantee or pursue any other remedies available to it by law for failure to comply with Program requirements pursuant to Health and Safety Code section 50515.10 (g).
- E. AMBAG's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided, shall be final pursuant to Health and Safety Code section 50515.10(i).
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this Agreement or subsequent amendments.

6. **AMBAG Contract Coordinator**

The Contract Coordinator of this Agreement for AMBAG is Paul Hierling, Senior Planner. Any

notice, report, or other communication required by this Agreement shall be submitted under the penalty of perjury by email to phierling@ambag.org.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. AMBAG is entering into this Agreement on the basis of, and in reliance upon, facts, information, assertions and representations contained in any application or award or any subsequent modifications or additions to such thereto approved by AMBAG. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application, award or approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would affect AMBAG's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, AMBAG or AMBAG's designee may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed ~~\$180,000.00.~~ **\$169,380.00**
- B. This Agreement authorizes payments and awards up to the total award amount as described in Section 2A of this Exhibit and is subject to AMBAG approval.
- C. The Grantee shall submit and follow a schedule for the expenditure of the award prior to disbursement of funds as attached hereto and incorporated hereby this reference. The schedule is subject to AMBAG approval and may be revised as AMBAG deems necessary.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and AMBAG.
- B. All Grant funds must be obligated no later than March 31, 2024 and expended by March 31, 2026 unless the grant recipient receives an extension to the grant

expenditure deadline in writing.

- C. Extensions to the March 31, 2026 grant spending deadline may only be granted by AMBAG to the grantee in writing after September ~~31~~ 30, 2025 and only if the grantee has spent at least 60% of their REAP 2.0 grant by September ~~31~~ 30, 2025.
- D. Final invoices must be submitted to AMBAG by April 15, 2026. Under special circumstances, approved by AMBAG and in accordance with the expenditure deadline, AMBAG may modify the invoice deadline and may provide exception to carry out the terms of this Agreement.
- E. It is the responsibility of the Grantee to monitor the progress and timeliness of grant fund obligations, including invoicing and reimbursements within the specified dates.

4. **Allowable Uses of Grant Funds**

- A. AMBAG shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Statute and REAP 2.0 Guidelines which includes associated forms and guidelines, approved applications and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by AMBAG that involve planning and implementation activities in accordance with the Statute and REAP 2.0 Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to AMBAG to ensure subcontractor's performance of the subcontract shall comply with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.

After the Agreement has been executed by AMBAG and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with the scope of work and subject to the terms and conditions of this Agreement.

REAP 2 .0 TERMS AND CONDITIONS

1. Accounting and Records

- A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that AMBAG or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.
- E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to AMBAG unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine- readable formats.
- F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. Invoicing

- A. Grant funds cannot be disbursed until the Agreement has been fully executed.
- B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.

- C. The Grantee must bill AMBAG based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable.
- D. The Grantee shall submit to AMBAG on a quarterly basis or upon completion of deliverable, and each requisition for payment (Invoice) shall accompanied by a narrative progress report. Quarters are defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. Project invoices may be submitted to AMBAG by the Grantee on a quarterly basis or upon completion of a deliverable, subject to AMBAG's approval.
- E. The grantee shall submit an invoice to AMBAG no later than fifteen calendar days (15) after the close of each quarter. Invoices shall describe progress toward completion of tasks, projects, and products, conformance with project schedules and reporting of costs incurred.
- F. Year-end Invoices, reports, and supporting documentation submitted in the quarter April 1 to June 30 submitted over fifteen calendar days (15) after the close of the quarter shall not be paid.
- G. All invoices must also include supporting documentations including receipts or backup for all expenses for which reimbursement is sought. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by AMBAG to support the reimbursement to the Grantee for expenditures incurred.
- H. Payment of Invoices is contingent upon receipt by AMBAG or the above documentation provided by the Grantee. Payment to Grantee is further contingent upon AMBAG's determination that the performance of the Grantee meets State and AMBAG standards.
- I. All Grantee funds must be spent and work completed by March 31, 2026.
- J. AMBAG must indicate approval of Grantees invoices before they will be considered complete

3. **Audits**

- A. At any time during the term of the Agreement, AMBAG may perform or cause to be performed a financial audit of any and all phases of the award. At AMBAG's request,

the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. AMBAG has the right to review project documents and conduct audits during project implementation and over the project life.

- B. The Grantee agrees that AMBAG or AMBAG's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- C. The Grantee agrees to provide AMBAG, or AMBAG's designee, with any relevant information requested.
- D. The Grantee agrees to permit AMBAG or AMBAG's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.
- E. AMBAG may request additional information, as needed, to meet other applicable audit requirements.
- F. AMBAG or AMBAG's designee may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as AMBAG deems necessary, to ensure compliance with REAP requirements.
- G. If there are audit findings, the Grantee must submit a detailed response acceptable to AMBAG or AMBAG's designee for each audit finding within 90 days from the date of the audit finding report.
- H. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to AMBAG unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine- readable formats.
- I. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding \$10,000, the Grantee shall include AMBAG's right to audit the contractor's records and interview their employees.
- J. The Grantee shall comply with and be aware of the requirements and penalties for

violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. **Remedies and Non-Performance**

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by AMBAG's Executive Director, or the Executive Director's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of AMBAG's Executive Director or Designee shall be AMBAG's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by AMBAG will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.
- C. In the event that it is determined, at the sole discretion of AMBAG, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from AMBAG to stop work, the Grantee shall cease all work under the Agreement. AMBAG has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.
- D. AMBAG has the right to terminate the Agreement at any time upon 30 calendar days written notice. The notice shall specify the reason for early termination and may permit the Grantee or AMBAG to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to AMBAG within 30 calendar days of the early termination notice.
- E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward policy outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.
- F. At any time, if AMBAG finds the Grantee included false information in application, as part of the application review, or subsequent amendments, AMBAG may require the repayment of funds.
- G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.
- H. If a grantee has not spent at least 20% of a REAP 2.0 grant awarded by ~~December 31,~~

~~2024~~, **March 31, 2025** that grantee's funding ~~will~~**may** be deobligated and reallocated to another grantee and/or purpose at the discretion of AMBAG's Executive Director or the Executive Director's designee.

- I. If a grantee has not spent at 60% of a REAP 2.0 grant awarded by September ~~31~~ **30**, 2025, that grantee's funding may be deobligated and reallocated to another grantee, and/or purpose at the discretion of AMBAG's Executive Director or the Executive Director's designee.

- J. Examples of a breach of this Agreement:
 - 1. Grantee's failure to comply with any term or condition of this Agreement.
 - 2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
 - 3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.

- K. AMBAG may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements or breach of this agreement.

- L. In addition to any other remedies that may be available to AMBAG in law or equity for breach of this Agreement, AMBAG may at its discretion, exercise a variety of remedies, including but not limited to:
 - 1. Revoke existing REAP 2.0 award(s) to the Grantee;
 - 2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;
 - 3. Require repayment of REAP 2.0 Funds disbursed and expended under this Agreement;
 - 4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements;
 - 5. Other remedies available at law, by and through this Agreement. All remedies available to AMBAG are cumulative and not exclusive; and

6. AMBAG may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 calendar days.

M. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

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

O. In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement 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 Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Monterey.

5. **Reporting**

A. At any time during the term of the Agreement, AMBAG may request a performance

report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.

B. Reports shall include the following information:

1. The status of the Proposed Uses and expenditures listed in the Grantee's applications for funding and progress of each proposed use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.
2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
 - i. Housing units accelerated,
 - ii. Reductions in Vehicle Miles Traveled Per Capita,
 - iii. Location of investment,
 - iv. Socioeconomic statistics about the impacted geography, and
 - v. Regional impact explanation

The report must identify whether proposed uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

C. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by AMBAG.

6. **Indemnification**

Neither AMBAG nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless AMBAG and all of AMBAG's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement,

Guidelines or Statute.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of AMBAG to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of AMBAG to enforce these provisions.

8. **Relationship of Parties**

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. **Third Party Contracts**

- A. All REAP 2.0 related funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub- recipients, contractors, and subcontractors. Copies of all agreements with sub- recipients, contractors, and subcontractors shall be submitted to AMBAG's program manager.
- C. AMBAG does not have a contractual relationship with the Grantee's sub- recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

10. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.

- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. **Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of AMBAG, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify AMBAG immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or AMBAG, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of AMBAG.

12. **Changes in Terms/Amendments**

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with AMBAG and its partners for various purposes, including education, outreach, transparency and future learning.

14. **Special Conditions**

AMBAG reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

15. **Term**

This Memorandum of Understanding shall end on March 31, 2027.

County of Monterey

DocuSigned by:
Craig Spencer
Craig W. Spencer, Acting Director
Housing & Community Development

11/21/2023
Date

Approved as to form:

DocuSigned by:
[Signature]
Deputy County Counsel

11/14/2023
Date

Association of Monterey Bay Area Governments

DocuSigned by:
Maura Twomey
Maura F. Twomey, Executive Director

11/21/2023
Date

AMENDMENT 1 SIGNATURES:

Maura F. Twomey
Executive Director
Association of Monterey Bay Area Governments

Date: _____

Craig Spencer
Director, Housing & Community Development
County of Monterey

Date: _____

Approved as to form:

Date: _____