



AMBAG Board of Directors Agenda

Association of Monterey Bay Area Governments

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

Phone: (831) 883-3750

Fax: (831) 883-3755

Email: info@ambag.org

DATE: August 12, 2026

Time: 6:00 PM

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

24580 Silver Cloud Court

Monterey, CA 93940

To participate virtually, use the following link:

Para participar de forma virtual, utilice el siguiente enlace:

<https://us06web.zoom.us/j/84438108078?pwd=wY9BJzN3JE2atESfMABlQQDiTD1bC3.1>

Or Telephone: US: +1 669 900 6833

Webinar ID: 844 3810 8078

Passcode: 393884

Members of the public who wish to address the AMBAG Board of Directors on an item to be considered at this meeting, can do so in person, virtually, or via email. Written public comment can be submitted at info@ambag.org or by emailing the Clerk of the Board at aflores@ambag.org. The subject line should read "Public Comment for the August 12, 2026 Board of Directors Meeting." Written comments will be distributed to the AMBAG Board of Directors prior to the meeting.

Miembros del publico que desean dirigirse a la mesa directiva de AMBAG con respecto a cualquier asunto en esta agenda, pueden hacerlo en persona, de forma virtual o por correo electrónico. Los comentarios públicos por escrito pueden enviarse a info@ambag.org o al correo electrónico de la Secretaria, aflores@ambag.org. El asunto del correo electrónico debe indicar: "Comentario público para la reunión de la mesa directiva del 12 de agosto de 2026". Los comentarios por escrito se distribuirán a los miembros de la mesa directiva de AMBAG antes de la reunión.

AMBAG Board Member(s) Meeting Remotely:

Manu Koenig:

5200 Soquel Avenue, Santa Cruz, CA 95062

831-234-3922

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. JUST CAUSE ATTENDANCE

Recommended Action: INFORMATION

- Maura Twomey, Executive Director

Receive oral report.

4. ROLL CALL

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

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

7. COMMITTEE REPORTS

A. Executive/Finance Committee

Recommended Action: INFORMATION

- President McCarthy

Receive oral report.

B. Monterey Bay National Marine Sanctuary Advisory Council Meeting

Recommended Action: DIRECT

- President McCarthy

The next meeting is scheduled on August 21, 2026. The agenda will be provided at the meeting.

8. EXECUTIVE DIRECTOR'S REPORT

Recommended Action: INFORMATION

- Maura Twomey, Executive Director

Receive a report from Maura Twomey, Executive Director.

9. CONSENT AGENDA

Recommended Action: APPROVE

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

A. Draft Minutes of the June 10, 2026 AMBAG Board of Directors Meeting

- Ana Flores, Clerk of the Board

Approve the draft minutes of the June 10, 2026 AMBAG Board of Directors meeting. (Page 5)

B. AMBAG Regional Clearinghouse Monthly Newsletter

- Regina Valentine, Senior Planner

Accept the clearinghouse monthly newsletter. (Page 11)

C. AMBAG Sustainability Programs Update

- Amaury Berteaud, Director of Sustainability Programs

Accept the AMBAG Sustainability Program update. (Page 19)

D. Regional Climate Project Working Group – Management Consultant Agreement

- Amaury Berteaud, Director of Sustainability Programs

Authorize the Executive Director to negotiate and execute an agreement with Farallon Strategies for management consultant services on the Regional Climate Project Working Group in an amount not to exceed \$315,680. (Page 21)

E. Financial Update Report

- Jessica Agee, Director of Finance & Administration

Accept the financial update report which provides an update on AMBAG's current financial position and accompanying financial statements. (Page 69)

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

11. PLANNING

A. Draft Monterey Bay Metropolitan Transportation Improvement Program (MTIP): FFY 2026-27 to 2029-30

- Will Condon, Associate Planner

Recommended Action: PUBLIC HEARING

Conduct a public hearing for the Draft Monterey Bay Metropolitan Transportation Improvement Program (MTIP) for FFY 2026-27 to 2029-30, providing general public an opportunity to comment. (Page 75)

12. ADJOURNMENT

Reference Items:

- A. 2026 Calendar of Meetings (Page 79)
- B. Acronym Guide (Page 81)

Next Meeting:

Date: September 9, 2026

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

Executive/Finance Committee Meeting: 5:15 PM

Board of Directors Meeting: 6:00 PM

If requested, the agenda or materials 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. Pursuant to Government Code Section 54952.7, please find Chapter 9, also known as the Ralph M. Brown Act using the following link:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5

Si se solicita, la agenda y materiales estarán disponibles en formatos alternativos apropiados para personas con discapacidad, requerido por Sección 202 de la Ley de Estadounidenses con Discapacidades de 1990 (42 USC, Sec. 12132) y las normas y reglamentos federales adoptados para su implementación. Si necesita alguna modificación o adaptación relacionada con una discapacidad, incluyendo ayudas o servicios auxiliares, comuníquese con Ana Flores, AMBAG, al 831-883-3750 o envíe un correo electrónico a aflores@ambag.org con al menos 48 horas de anticipación a la fecha de la reunión de la junta directiva. De conformidad con la Sección 54952.7 del Código de Gobierno, por favor consulte el Capítulo 9, también conocido como la Ley Ralph M. Brown.

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5

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

June 10, 2026

1. CALL TO ORDER

The Board of Directors of the Association of Monterey Bay Area Governments, President McCarthy presiding, convened at 6:02 p.m. June 10, 2026 at the MBARD Board Room, 24580 Silver Cloud Court, Monterey, CA 93940.

2. PLEDGE OF ALLEGIANCE

3. JUST CAUSE ATTENDANCE

Maura Twomey, Executive Director reported that Director Montesino, Watsonville requested to use the Just cause per Government Code 54953.8.3.

Director Montesino stated that caring for family members with an illness prevented him from attending in person and no individuals over the age of 18 were in the room.

4. ROLL CALL

<u>AMBAG Board of Directors</u>			
PRESENT:			
Agency	Representative	Agency	Representative
Capitola	Susan Westman	County of Monterey	Glenn Church
Carmel-by-the-Sea	Hans Buder	County of Monterey	Kate Daniels
Del Rey Oaks	John Uy	County of San Benito	Mindy Sotelo
Gonzales	Scott Funk	County of San Benito	Angela Curro
Hollister	Rudy Picha		
Marina	Brian McCarthy	<u>Ex-Officio Members:</u>	
Monterey	Jean Rasch	3CE	Inaara Muhammad
Pacific Grove	Lori McDonnell	Caltrans, District 5	Brandy Rider
Sand City	Mary Ann Carbone	MPAD	Mary Ann Leffel
Santa Cruz	Scott Newsome	MST	Lisa Rheinheimer
Scotts Valley	Greg Wimp	SBtCOG	Samuel Borick
Seaside	Alex Miller	TAMC	Mike Zeller
Watsonville	Eduardo Montesino		
ABSENT:			
Greenfield	Rachel Ortiz	<u>Ex-Officio Members:</u>	
King City	Oscar Avalos	MBARD	Richard Stedman
Salinas	Margaret D'Arrigo	SCCRTC	Sarah Christensen
San Juan Bautista	Jose Aranda	SC Metro	Corey Aldridge
Soledad	Fernando Ansaldo-Sanchez		
County of Santa Cruz	Manu Koenig		
County of Santa Cruz	Felipe Hernandez		

Others Present: Mike Weaver; Nina B.; Amaury Berteaud, Director of Sustainability Programs; Heather Adamson, Director of Planning; Gina Schmidt, GIS Coordinator; Paul Hierling, Principal

Planner; Bhupendra Patel, Director of Modeling; Regina Valentine, Senior Planner; Elizabeth Lipka, Administrative Assistant; Ana Flores, Clerk of the Board; and Maura Twomey, Executive Director.

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

Nina B. commented on the Amazon data center in Gilroy, CA. The Gilroy City Council will consider how these types of permits are allowed to be granted without the public being involved at their June 15, 2026 council meeting. Monterey Park, CA has approved, with voters full backing, a ban on data centers. She encouraged the agencies and counties in the Monterey region take action to adopt similar bans as Monterey Park, CA.

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

None.

7. COMMITTEE REPORTS

A. Executive/Finance Committee

President McCarthy reported that the Executive/Finance Committee approved the consent agenda that included 1) Minutes of the May 13, 2026 meeting 2) list of warrants as of March 31, 2025; and 3) accounts receivable as of March 31, 2025. The Executive/Finance Committee also received a report on the financials from Maura Twomey, Executive Director.

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

President McCarthy reported that the Advisory Council received an overview of the MBNMS Management Plan. The SAC received presentations on 1) the Ocean Guardian Program; 2) an update on the southern region of the MBNMS and the Coastal Discovery Center activities; 3) an update on the management plan progress and next steps in the management review process; and 4) update on the potential new seat for the maritime industry/ocean energy seat.

8. EXECUTIVE DIRECTOR'S REPORT

Maura Twomey, Executive Director, reported that AMBAG was recently awarded a Caltrans Sustainable Transportation Planning grant in the amount of \$280,000. This grant, in partnership with the California Association of Councils of Government, will develop the California Transportation Resource and Inquiry tool to strengthen the general understanding of the state transportation system by creating an online, curated set of resources to provide a foundational understanding of the plans, policies and procedures that govern transportation planning and delivery in California.

9. CONSENT AGENDA

A. Draft Minutes of the May 13, 2026 AMBAG Board of Directors Meeting

The draft minutes of the May 13, 2026 AMBAG Board of Directors meeting were approved.

B. AMBAG Regional Clearinghouse Monthly Newsletter

The AMBAG Clearinghouse monthly newsletter was accepted.

C. AMBAG Sustainability Program Update

The Sustainability Program update was accepted.

D. Monterey Bay Area Regional Climate Project Working Group (RCPWG) Memorandum of Understanding

The Monterey Bay Area Regional Climate Project Working Group (RCPWG) Memorandum of Understanding was approved.

E. Formal Amendment No. 12 to the Monterey Bay Metropolitan Transportation Improvement Program (MTIP): FFY 2024-25 to FFY 2027-28

The Formal Amendment No. 12 to the Monterey Bay Metropolitan Transportation Improvement Program (MTIP): FFY 2024-25 to FFY 2027-28 was approved.

F. Amendment No. 2 to the Regional Travel Demand Model Technical Support Services Contract

The Amendment No. 2 to the Regional Travel Demand Model Technical Support Services Contract was approved.

G. Financial Update Report

The financial update report was accepted.

Motion made by Director Newsome, seconded by Director Carbone to approve the consent agenda. Motion passed unanimously.

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

None.

11. PLANNING

A. Final 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy and Final Environmental Impact Report

Heather Adamson, Director of Planning gave a presentation on the final 2050 MTP/SCS and the final Environmental Impact Report. The 2050 MTP/SCS is 1) a long-range vision for our transportation system; 2) federal and state law requires that an MTP/SCS be prepared every four years; 3) must provide a 20+ year planning horizon period; and 4) the 2050 MTP/SCS is scheduled to be adopted in June 2026 to ensure transportation funds continue to flow to the region. Ms. Adamson reported that the basis for the MTP/SCS is 1) sustainable community strategy that includes population, housing, employment, and land use pattern; and 2) transportation investments that include transit services

and rideshare programs, active transportation projects, roadway improvements, and other transportation related strategies such as electric vehicles and telecommuting. The draft 2050 1) includes \$16 billion in transportation improvements, programs, and services; 2) meets CARB's GHG reduction target of -6% reduction per capita for 2035; and 3) implementation strategies. Ms. Adamson stated that AMBAG was the lead for developing the Program EIR, while working with the RTPAs. The EIR 1) evaluates the impacts of the 2050 MTP/SCS on the physical environment at the program level; 2) serves as the EIR for each of the RTPAs 2050 county level Regional Transportation Plans; and 3) analyzes a range of impacts resulting from future development and improvements to the regional transportation network.

President McCarthy opened the public hearing. There were no comments.

President McCarthy closed the public hearing.

Motion made by Director Funk, seconded by Director Uy to approve Resolution No. 2026-6 certifying the Final Environmental Impact Report prepared for the 2050 Metropolitan Transportation Plan/Sustainable Communities Strategy (SCH#2024010524) and County RTPs and adopting Findings of Fact pursuant to the California Environmental Quality Act; a Statement of Overriding Considerations; and a Mitigation Monitoring and Reporting Program. Motion passed unanimously.

Motion made by Director Rasch, seconded by Director Curro to approve Resolution No. 2026-7 finding the Sustainable Communities Strategy achieves the regional greenhouse gas reduction targets, adopting the Final 2026 Regional Growth Forecast, and adopting the 2050 Metropolitan Transportation Plan, including its Sustainable Communities Strategy. Motion passed unanimously.

12. ADJOURNMENT

The Board of Directors meeting adjourned at 6:44 PM.

Brian McCarthy, President

Maura F. Twomey, Executive Director

DRAFT AMBAG BOARD OF DIRECTORS MEETING ATTENDANCE & VOTING RECORD
BOARD MEETING DATE: June 10, 2026

		Attendance (X= Present; AB= Absent) Voting (Y= Yes; N=No; A=Abstain)			
MEMBER	AMBAG REP	Attendance	Item 9	Item 11.A.1	Item 11.A.2
Capitola	Susan Westman	X	Y	Y	Y
Carmel-by-the-Sea	Hans Buder	X	Y	Y	Y
Del Rey Oaks	Kim Shirley	X	Y	Y	Y
Gonzales	Scott Funk	X	Y	Y	Y
Greenfield	Rachel Ortiz	AB	N/A	N/A	N/A
Hollister	Rudy Picha	X	Y	Y	Y
King City	Oscar Avalos	AB	N/A	N/A	N/A
Marina	Brian McCarthy	X	Y	Y	Y
Monterey	Jean Rasch	X	Y	Y	Y
Pacific Grove	Lori McDonnell	X	Y	Y	Y
Salinas	Margaret D'Arrigo	AB	N/A	N/A	N/A
San Juan Bautista	Jose Aranda	AB	N/A	N/A	N/A
Sand City	Mary Ann Carbone	X	Y	Y	Y
Santa Cruz	Scott Newsome	X	Y	Y	Y
Scotts Valley	Greg Wimp	X	Y	Y	Y
Seaside	Alex Miller	X	Y	Y	Y
Soledad	Fernando Ansaldo-Sanchez	AB	N/A	N/A	N/A
Watsonville	Eduardo Montesino	X	Y	Y	Y
County Monterey	Kate Daniels	X	Y	Y	Y
County Monterey	Glenn Church	X	Y	Y	Y
County Santa Cruz	Manu Koenig	AB	N/A	N/A	N/A
County Santa Cruz	Felipe Hernandez	AB	N/A	N/A	N/A
County San Benito	Mindy Sotelo	X	Y	Y	Y
County San Benito	Angela Curro	X	N/A	N/A	N/A

(* = 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: Regina Valentine, Senior Planner

SUBJECT: AMBAG Regional Clearinghouse Monthly Newsletter

MEETING DATE: August 12, 2026

RECOMMENDATION:

It is recommended that the Board of Directors accept the June and July 2026 Clearinghouse monthly newsletters.

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:

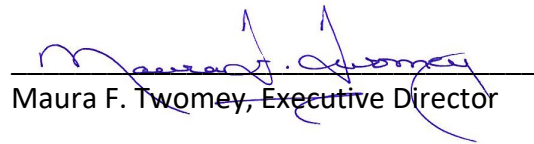
There is no direct financial impact. Staff time for monitoring clearinghouse activities is incorporated into the current AMBAG Overall Work Program and budget.

COORDINATION:

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

ATTACHMENT:

1. Monthly Newsletters - Clearinghouse items June 1 – July 31, 2026.

APPROVED BY:

Maura F. Twomey, Executive Director

Attachment 1

AMBAG REGIONAL CLEARINGHOUSE

The AMBAG Board of Directors will review these items on 8/12/26

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

ENVIRONMENTAL DOCUMENTS

20260601

**2026 Regional Transportation Plan & Sustainable
Communities Strategy**

Tulare County Association of
Steven Ingoldsby
(559) 623-0450

Notice of Availability

The proposed 2026 RTP/SCS is an update to the current 2022 RTP/SCS that was adopted in August 2022. The proposed 2026 RTP/SCS reflects changes in legislative requirements, local land use policies, and resource constraints that have occurred since adoption of the current 2022 RTP/SCS. The 2026 update to the 2022 RTP/SCS is focused on continued implementation of the 2022 RTP/SCS, with updates to ensure consistency with federal, State, and local planning requirements.

As have past RTPs, the proposed 2026 RTP/SCS shows how the region can invest limited transportation funds to maintain, operate and improve an integrated, multi-modal transportation system with the purpose of facilitating the efficient movement of people and goods. The updated plan identifies specific strategies, policies, and actions, including a list of programmed and planned transportation projects feasibly within the region's anticipated transportation funding levels, to meet the current and future needs of the region. The planning horizon of the proposed 2026 RTP/SCS is 2049.

Project Location:

Regionwide

Visalia

Parcel: N/A

Public hearing information:

210 North Church Street, Suite B, Visalia, CA 93291 or virtually by Zoom <https://bit.ly/4ozx2H9>

7/1/2026 10:00 AM

Public review period ends **Monday, August 3, 2026**

20260703

San Benito U.S. Route 101 Pavement Rehabilitation Project

California Department of Transportation

Matt Fowler

(805) 779-0793

Notice of Determination (NOD)

The California Department of Transportation (Caltrans) proposes to rehabilitate pavement, restore and/or rehabilitate drainage systems, upgrade traffic safety systems, replace transportation management system elements, and improve wildlife connectivity on U.S. Route 101 in San Benito County.

Project Location:

San Benito County

San Juan Bautista

Parcel: countywide

Public hearing information:

Not applicable

Public review period ends **Friday, June 19, 2026**

20260701

307 Chestnut Street Residence

City of Santa Cruz

Rina Zhou

(831) 420-5104

Notice of Preparation (NOP)

Demolition of an existing single-family dwelling unit and reconstruction of a single-family dwelling unit of similar size and within same footprint and removal of two heritage-sized trees on a parcel located within the Santa Cruz Downtown Historic District.

Project Location:

Santa Cruz County

Santa Cruz

Parcel: 00650211

Public hearing information:

To be determined

Public review period ends **Friday, July 31, 2026**

City of Santa Cruz

Tim Wong

(831) 420-5179

Mitigated Negative Declaration (MND)

In December 2023 and early January 2024, high wave and storm events eroded and collapsed a section of the multiuse pathway across from approximately 800 West Cliff Drive and the Light House Field State Beach. The 800 West Cliff Drive Road Realignment project aims to eliminate the weakest link in the West Cliff Drive roadway system as an eroded scarp at the location has encroached to within 21 feet of the existing roadway, partially damaging an adjacent multiuse pathway. The project would shift an approximately 600-foot section of roadway nearest to the scarp approximately 60 feet inland, out of the 100-year erosion zone. A section of the multiuse pathway would also be shifted inland approximately 30 feet. A right-of-way acquisition from State Parks would be required to realign the road and multiuse pathway, as proposed.

Project Location:

Santa Cruz County

Santa Cruz

Parcel: 00429122

Public hearing information:

To be determined

Public review period ends **Friday, July 31, 2026**

Monterey County

Sarah Wikle

(831) 784-5700

Notice of Availability

The County of Monterey has prepared this Draft Program Environmental Impact Report (DPEIR) to inform the public, local community, organizations, responsible agencies, trustee agencies, and other interested public agencies about potential significant environmental effects resulting from implementation of the draft County of Monterey Sixth Cycle (2023–2031) Housing Element Update (HEU6), as well as amending other components of the General Plan and other approvals as necessary to implement the draft HEU6 and comply with state law (project), and possible measures to mitigate those significant effects and alternatives to the project.

The draft HEU6 is required to identify sites and zoning designations that can accommodate housing developments capable of satisfying the County's assigned Regional Housing Needs Allocation (RHNA) of 3,326 housing units distributed across four income categories (1,070 extremely low/very low-income, 700 low-income, 420 moderate-income, and 1,136 above moderate-income housing units). Pursuant to legal requirements for the Housing Element, the draft HEU6 identifies sites in the UMC that are suitable for the development of all housing types, with the capacity to satisfy the housing needs for the current Sixth Cycle. The Sites Inventory has the capacity for at least 4,434 housing units from opportunity sites, 1,117 housing units from pipeline sites under the proposed or existing zoning, and 346 accessory dwelling units (ADUs) without specific sites, for a combined total capacity of 5,897 housing units. Additional information on the project can be found in Chapter 3: Project Description of the DPEIR.

The project is located in Unincorporated Monterey County and one site within the City of Marina. The precise location and boundaries of the project, as shown on a detailed project site map and a regional map are provided in the DPEIR (refer to Figures 2-1, Regional Location, and Figures 2-2a through 2-2i, Project Location).

Project Location:

Monterey County

Countywide

Parcel: countywide

Public hearing information:

To be determined

Public review period ends **Monday, August 31, 2026**

City of Santa Cruz

Rina Zhou

(831) 420-5104

Mitigated Negative Declaration (MND)

The project consists of a Coastal Permit, Administrative Use Permit, and Design Permit to modify an existing parking lot to provide a total of 25 parking spaces, to construct a laundry room addition, conduct utility trenching, and to install a fence on a property with an existing motel use within the boundaries of the Beach South of Laurel Area Plan. This site contains known archaeological resources.

Project Location:

Santa Cruz County

Santa Cruz

Parcel: 00703305

Public hearing information:

To be determined

Public review period ends **Wednesday, August 26, 2026**

Generated: 7/31/2026 8:40:47 By: Regina Valentine, Senior Planner

More detailed information on these projects is available by calling the contact person for each project or through AMBAG at (831) 883-3750. Comments will be considered by the AMBAG Board of Directors in its review. All comments will be forwarded to the applicants for response and inclusion in the project application. If substantial coordination or conflict issues arise, the Clearinghouse can arrange meetings between concerned agencies and applicants.

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MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Amaury Berteaud, Director of Sustainability Programs

SUBJECT: AMBAG Sustainability Programs Update

MEETING DATE: August 12, 2026

RECOMMENDATION:

It is recommended the Board of Directors accept this report.

BACKGROUND/ DISCUSSION:

AMBAG Sustainability Program Elements

Energy Efficiency Program Development

On September 26, 2024, the California Public Utilities Commission (CPUC) issued decision D.24.09.31, approving the creation of the Central California Rural Regional Energy Network (CCR REN) with a \$36 million budget. The CCR REN is a partnership between AMBAG, the County of San Luis Obispo, County of Ventura, High Sierra Energy Foundation, and San Joaquin Valley Clean Energy Organization, with a vision to support an equitable and affordable clean energy transition for underserved communities. By leveraging regional collaboration, trusted local relationships, and promoting pragmatic responses to community needs, the CCR REN is working to support communities that have historically not participated in energy efficiency programs in 14 central California counties.

In the past months, AMBAG staff have continued to implement the CCR REN programs. Key activities included outreach on the Monterey Bay Residential Energy Modeling tool and the CCR REN energy efficiency kit, outreach to jurisdictions and special districts to discuss CCR REN program offerings, and outreach for small business participating in the CCR REN commercial program. AMBAG staff also continued coordinating with CCR REN partners, community stakeholders, and jurisdictional staff to obtain CPUC approval for the next energy efficiency portfolio cycle, from 2028 to 2031.

Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework (Monterey Bay EV CAR Framework)

On August 31, 2023, the California Department of Transportation awarded AMBAG and Ecology Action a \$750,000 Sustainable Transportation Planning Grant (STPG) climate adaptation planning grant to fund the creation of a Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework.

The Monterey Bay EV CAR Framework will create a roadmap in the Monterey Bay Area for assessing current charging infrastructure vulnerability to climate change and create strategies that ensure the build-out of EV charging infrastructure increases equity and resiliency in the face of climate change. The framework will include implementation plans for prioritized strategies, in order to provide communities with tangible pathways to implementation. This project will empower the Monterey Bay region to integrate climate and equity considerations as part of long-range EV infrastructure planning, and lead to the implementation of EV infrastructure resiliency strategies throughout Monterey Bay.

In the past months, AMBAG staff worked with the technical consultant to finalize the 12 adaptation measures to be included in the EV CAR Framework and begin drafting the Framework .

ALTERNATIVES:

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

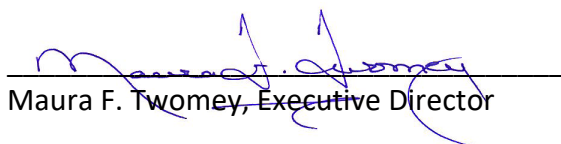
FINANCIAL IMPACT:

The budget is fully funded under a Caltrans Climate Adaptation Planning Grant, and the CCR REN funding agreement with the County of San Luis Obispo. All funding is programmed in the FY 2026-27 Overall Work Program and Budget.

COORDINATION:

AMBAG staff is coordinating with the Central California Rural REN partners, local jurisdictions, and local community stakeholders.

APPROVED BY:


Maura F. Twomey, Executive Director



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Amaury Berteaud, Sustainability Program Manager

SUBJECT: Regional Climate Project Working Group – Management Consultant Agreement

MEETING DATE: August 12, 2026

RECOMMENDATION:

It is recommended that the Board authorize the Executive Director to negotiate and execute an agreement with Farallon Strategies for management consultant services on the Regional Climate Project Working Group in an amount not to exceed \$315,680.

BACKGROUND/DISCUSSION:

Climate change is a priority issue for organizations across the Monterey Bay area. A focused and organized approach to accessing highly competitive State and federal sustainability and resilience funding and resources is required for the region to achieve climate targets and resilience outcomes. Access to large scale transformative grant opportunities has the potential to accelerate implementation of climate change mitigation and adaptation projects and programs across the three-county region. To this end, the Monterey Bay Area Regional Climate Project Working Group (RCPWG) was formed in 2022 to collaborate and access transformative funding opportunities to achieve the region's climate and resilience goals. The RCPWG has led the development of projects and grant applications and has been successfully awarded over \$33 million. Since 2022, AMBAG has been partnering with RCPWG to pursue funding on key initiatives including EV charging infrastructure and resiliency centers. At the June 10, 2026, AMBAG Board of Directors meeting, the AMBAG Board approved the RCPWG MOU which gave AMBAG the role of RCPWG fiscal sponsor. In this new role, AMBAG staff determined that a management consultant was needed for RCPWG to continue functioning effectively and successfully pursuing regionally focused funding applications.

Planning Excellence!

Following the AMBAG procurement policies, staff issued a Request for Proposals (RFP) for the management consultant services for the RCPWG. The RFP was advertised on the RFP National Database and AMBAG's website, as well as advertised by email to a consulting firm outreach list.

An Evaluation Committee consisting of AMBAG and City of Santa Cruz staff unanimously concluded that Farallon Strategies was the most qualified to complete the work and recommended Farallon Strategies be awarded the contract.

ALTERNATIVES:

This work is programmed in the FY 2026/2027 Overall Work Program (OWP) and Budget. AMBAG could choose not to hire a management consultant to support the Regional Climate Project Working Group. Staff does not recommend this alternative.

FINANCIAL IMPACT:

The funding to conduct the work is budgeted in the FY 2026/2027 OWP and Budget.

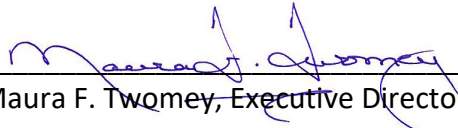
COORDINATION:

AMBAG has been coordinating with the 21 AMBAG jurisdictions and staff from the City of Santa Cruz was part of the evaluation committee for this RFP.

ATTACHMENT:

1. Farallon Strategies Draft Agreement for Services

APPROVED BY:


Maura F. Twomey, Executive Director

Attachment 1
DRAFT AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 12th day of August 2026, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and **Farallon Strategies**, hereinafter called "**CONTRACTOR**."

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for Monterey, Santa Cruz and San Benito Counties,

WHEREAS, AMBAG has entered into a Memorandum of Understanding with the cities of Capitola, Carmel By-the-Sea, Marina, Monterey, Salinas, Santa Cruz, Watsonville, and the counties of Monterey and San Benito to govern and operate the Monterey Bay Area Regional Climate Project Working Group

WHEREAS, AMBAG has been designated as the Regional Climate Project Working Group's fiscal sponsor,

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

WHEREAS, the CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services; and

NOW, THEREFORE, AMBAG and CONTRACTOR for the considerations hereinafter set forth, mutually agree as follows:

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.**

Consultant shall perform those services as specified in detail in Exhibit "A," entitled "Project Tasks/Services, Timeline and Budget," which is attached hereto and incorporated herein.

2. **TERM.**

- A. The term of this Contract shall be from the date of its execution until the completion of the work contemplated by this Contract and its final written acceptance by AMBAG unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks **on or before June 30, 2028**, unless otherwise extended by written authorization.
- B. Services performed under this Contract shall commence only upon written Notice to Proceed by AMBAG to CONTRACTOR.

This Contract includes the following Exhibits:

Exhibit A. Project Tasks/Services, Timeline and Budget

Exhibit B. Debarment and Suspension Certification

Exhibit C. Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification

Exhibit D: Certifications

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 **Jenn McKenzie, 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. However, in no event shall said costs exceed the actual executed contract amount.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Contract. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title.
- E. CONTRACTOR shall not commence performance of work or services until this contract has been approved by AMBAG and written notification to proceed has been issued by AMBAG. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- F. In no event shall compensation including any and all costs as described in Exhibit A exceed \$315,680 without prior written consent of AMBAG.

It is mutually understood between the parties that funding for this contract is contingent on funding availability from the Monterey Bay Area Regional Climate Project Working Group.

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. 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 charges 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 (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.
- C. Invoicing Format and Content: All invoices submitted to AMBAG for payment shall be sent directly via email to the Project Manager and/or 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 or terminated 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).

10. SATISFACTORY PERFORMANCE

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

11. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration,

contingent upon or resulting from the award, or formation of this contract. For breach or violation of this warranty, AMBAG shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. OWNERSHIP, CONFIDENTIALITY AND USE OF WORK PRODUCTS

- A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents, which are developed, compiled, or produced as a result of this Contract, whether or not completed, shall vest with AMBAG. AMBAG reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the data.
- B. AMBAG shall receive copyright and ownership to all data and materials delivered under this contract upon formal acceptance, except for those data and materials that are subject to ownership or copyright of others prior to the execution of this contract. No distribution of the original or derived works shall be made prior to acceptance by AMBAG unless specified in the task order or authorized by the contracting officer. The CONTRACTOR may maintain copyright and ownership of all original or derived works which are not required submittals under this contract.
- C. Methodology and materials developed under this Contract are the property of AMBAG and may be used by AMBAG as it sees fit, including the right to revise or publish the same without limitation. CONTRACTOR shall not be liable for use of such methodology, materials, software logic, and systems for purposes other than that for which it is developed.
- D. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by CONTRACTOR. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential.
- E. The CONTRACTOR shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of AMBAG Legal Counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. CONTRACTOR shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the CONTRACTOR treats its confidential information, but in no case less than reasonable care.
- F. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs,

and upgrade packages to existing equipment, procured in whole or part by funds provided under this Contract, are the property of AMBAG. AMBAG shall determine the disposition of all such property upon completion or termination of this Contract.

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

13. TERMINATION

A. Termination of Convenience of AMBAG

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

B. Termination for Cause

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

(10) calendar days written notice to the CONTRACTOR of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the CONTRACTOR under this Contract shall, at the option of AMBAG, become AMBAG's property.

14. DISPUTES

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

regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; (c) if within thirty (30) calendar 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) calendar 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) calendar 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, the California Public Utilities Commission, 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 Public Utilities Commission, 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) calendar 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) calendar days written notice to AMBAG prior to the effective date of such cancellation or change in coverage.
- F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.
- G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming AMBAG, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by AMBAG and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance AMBAG.
- H. Any and all insurance companies shall be licensed to do business and maintain an office within the state of California.

30. CONFLICT OF INTEREST

CONTRACTOR shall disclose any financial, business, or other relationship to 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 actual, perceived, or potential conflicts of 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 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 10 business days written notice of such termination in the sole discretion of the Executive Director of AMBAG, 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:
 - 1. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - 2. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and

3. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- B. CONTRACTOR shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in AMBAG's OWP. Such assurances shall apply to CONTRACTOR to the same extent as AMBAG, and include but are not limited, the following areas:
 1. Standard Assurances
 2. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 3. Drug Free Work Place Agreement
 4. Intergovernmental Review Assurance
 5. Nondiscrimination Assurance
 6. DBE Assurance
 7. Nondiscrimination on the Basis of Disability
 8. Certification and Assurances required by the U.S. Office of Management and Budget
- C. The CONTRACTOR shall require its Subcontractor(s) to comply with these Certifications, and agrees to furnish documentation to AMBAG to support this requirement that all of its contracts with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

43. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to AMBAG.

44. 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 5 (Coordination/Staffing); Section 7 (Invoicing); Section 9 (Contract Completion Retainer); Section 10 (Satisfactory Performance); Section 12 (Ownership, Confidentiality, and Use of Work Products); Section 13 (Termination); Section 14 (Disputes); Section 18 (Retention of Records/Audits); Section 21 (Indemnification); Section 22 (Statement of Compliance); Section 23 (Federal Changes); Section 24 (Energy Conservation); Section 25 (No Obligation by the Federal Government); Section 26 (Program Fraud and False or Fraudulent Statements and Related Acts); Section 27 (Debarment and Suspension Certification); Section 28 (Contracts Involving Federal Privacy Act Requirements); Section 29 (Insurance/Notification); Section 30 (Conflict of Interest); Section 37 (Independent Contractor); Section 40 (Compliance with Laws, Rules, and Regulations); Section 41 (Federal and State Lobbying Activities Certification (43 CFR Part 18)); Section 42 (Certifications and Assurances); and Section 43 (Cost Principles and Administrative Requirements);

45. 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: Brian McCarthy

Title: Board President

Association of Monterey Bay Area Governments (AMBAG)

CONSULTANT

Signature: _____

Name:

Title:

APPROVED TO AS TO FORM:

By: _____

AMBAG Legal Counsel

P.O. Box 791, Monterey, CA 93942

EXHIBIT A. PROJECT TASKS/SERVICES, TIMELINE AND BUDGET



Section 2. Scope of Work

Task 1: Project Management

FS will lead project management in a collaborative, transparent, and efficient manner, grounded in the team's direct experience with RCPWG processes, policies, and preferences to complete all contract deliverables and support RCPWG's long-term strategy. As the incumbent managing consultant, FS brings a comprehensive understanding of RCPWG's mission, history, governance structure, membership, regional partnerships, and active project and funding initiatives. This institutional knowledge, combined with established relationships with each RCPWG member agency, will allow FS to maintain continuity, minimize transition time, and focus immediately on advancing the implementation of RCPWG's expanding near- and long-term priorities.

Upon receipt of the Notice to Proceed, FS will schedule a kick-off meeting with AMBAG and RCPWG's Chair and Vice Chair (Project Team). FS will manage all aspects of the kick-off meeting including developing the agenda, preparing materials for review, facilitating productive discussions, and documenting key decisions and next steps. The kick-off meeting will focus on establishing a clear project administration and management foundation, including finalizing the project schedule, communication protocols, roles and responsibilities, deliverable review procedures, and invoicing and reporting requirements, as well as coordinating on any immediate work plan priorities. FS will also collaborate with AMBAG as RCPWG's new fiscal sponsor to support a smooth transition and any necessary updates to the current project management structure to align with RCPWG's new joint MOU.

After the kick-off meeting, FS will schedule, facilitate, and prepare agendas for up to twenty five (25) virtual project management meetings with AMBAG and RCPWG's Chair and Vice Chair to prepare for scheduled Strategy Team meetings, review and discuss draft deliverables, and coordinate on funding opportunities and stipend distribution for community-based organizations and/or lower capacity jurisdictions to participate in RCPWG. FS will develop focused agendas with background materials prepared in advance to equip the Project Team to make timely decisions, align on work plan approaches, and set strategic direction. FS will send each agenda one week prior to the meeting. In addition, FS is available to meet on an as-needed basis to address real-time issues that cannot wait for the next meeting.

In addition to providing the Project Team progress updates at each project management meeting, FS will submit written monthly progress reports with each monthly invoice. Progress reports will document key activities and accomplishments by task for the reporting month, anticipated activities for the upcoming month, schedule and budget status, difficulties or constraints encountered, and recommended adjustments to the schedule, sequencing, or approach for the project.

FS will maintain organized electronic and hard-copy (as necessary) project records for the duration of the contract. Electronic records will be maintained in RCPWG's preferred data management software (Google, Sharepoint, Dropbox, etc.) in coordination with AMBAG on preferred data management practices. Records may include meeting materials, project correspondence, work plans, progress reports, technical memos, draft and final deliverables, source information, and backup data. FS will organize these files so they are easily accessible, clearly labeled, and readily transferable to AMBAG at the conclusion of the contract. AMBAG will have access to all materials as they are developed and finalized, but FS will also confirm all documents are accessible prior to completion of the contract.

Task 1 Deliverables:

- One (1) kickoff meeting including meeting agenda and meeting notes
- Agenda and notes for up to twenty five (25) virtual meetings with AMBAG project manager and the RCPWG Chair and Vice Chair for the term of the contract
- Written monthly progress reports for the term of the contract
- Electronic version of all reports, technical memos, and backup data prior to project completion
- As appropriate and upon request, hard copies of all reports, technical memos, and backup data prior to project completion

Task 2: RCPWG Operations and Facilitation

FS will provide the administrative, facilitation, governance, and engagement support necessary for RCPWG to be effective, inclusive, and action-oriented. FS will oversee day-to-day operations consistent with the RCPWG Charter and By-laws and the direction of AMBAG, the RCPWG Chairs, and the Strategy Team. As the incumbent managing consultant of nearly four years, FS will bring established relationships, institutional knowledge, and a detailed understanding of RCPWG's history, membership, governance structure, equity goals, priorities, and processes. FS supported development of the RCPWG Memorandum of Understanding (MOU) and RCPWG Charter and By-laws, and has helped establish the systems through which members coordinate, deliberate, and



make decisions. FS will build upon these systems to strengthen implementation, accountability, and member participation without unnecessarily revisiting decisions or processes that are already in place.

Task 2.1 RCPWG Administration

FS will provide the day-to-day administrative and governance support needed to allow RCPWG to be organized, responsive, and accountable and reflect the goals and meets the needs of each of its members. Building on the governance framework established under the previous managing consultant contract and the Regional Resilience Grant Program (RRGP) grant funding, FS will support ongoing implementation of the RCPWG MOU and RCPWG Charter and By-laws. Activities will include facilitating the Chair and Vice Chair selection process, supporting leadership transitions, orienting incoming officers to their responsibilities, helping members, advisors and observers consistently apply adopted procedures, and identifying any limited governance clarifications that may be warranted as RCPWG operates under the new governance structure. FS will also help support the transition of AMBAG in their new role as RCPWG's fiscal sponsor.

FS will maintain current organizational records, including member, advisor, and observer rosters; contact information; attendance and participation records in meeting notes; governance documents; meeting records; and decision and action-item tracking systems. FS will provide ongoing management and maintenance of the RCPWG electronic file-sharing platform for materials available to members. Materials will be organized using clear and consistent naming and filing conventions so that members, observers, and advisors can efficiently locate key current and historical RCPWG documents.

As part of this support, FS will maintain the RCPWG website as a current and accessible resource for members, prospective participants, regional partners, and the public. As FS designed and created the website, the team has the institutional knowledge of material development and design capabilities. FS will review and update website content at least quarterly and more frequently when time-sensitive information must be posted. Updates may include meeting information and materials, governance documents, membership information, funding opportunities, project updates, announcements, and other resources relevant to RCPWG participation.



Task 2.2 Strategy Team Meetings

FS will schedule, facilitate, and prepare agendas for up to eight (8) virtual and two (2) in-person RCPWG Strategy Team meetings per year consistent with the schedule and procedures established in the RCPWG Charter and By-laws. Because FS already understands the Strategy Team's membership, prior deliberations, decision-making practices, and regional priorities, FS will develop agendas that build logically from previous work and focus member attention on matters requiring strategic direction, coordination, or approval. FS will distribute the Strategy Team agenda at least one week prior to each meeting. For each Strategy Team meeting, FS will coordinate logistics, prepare presentation materials, facilitate a balanced dialogue, prepare meeting notes documenting key discussion outcomes and decisions, and track action items/follow up with responsible parties to confirm they are moving forward. FS will incorporate small-group discussions, prioritization exercises, consensus-building techniques, or other interactive methods into meeting design, appropriate to achieve the desired outcomes of each meeting. FS will emphasize decision-oriented materials and documentation so that participants understand what was decided, what remains unresolved, and what actions are required following each meeting.

For in-person meetings, FS will coordinate venue arrangements, room setup, audiovisual needs, accessibility considerations, refreshments or other allowable meeting expenses, participant materials, and other related logistics. FS will manage approved meeting expenses within the established contract budget and in coordination with AMBAG. Whenever possible, FS will use local, small business vendors for refreshments, printing, translation, etc.

Task 2.3 Outreach and Engagement

Over the past 5 years, the RCPWG has expanded its membership and partnership network. The 2024 Urban Sustainability Directors Network (USDN)-funded equity workshops and the coordination with the Monterey Area Climate Justice Collaborative (CJC) through the Monterey Bay Area Climate Adaptation and Resilience Implementation and Funding Roadmap (Roadmap) development process created new opportunities for community-based organizations and other non-jurisdictional partners to participate in regional grant and project discussions. The Roadmap governance and project-development exercises, along with the new Funding and Financing Series, have contributed to increased paid membership and observer participation. With the MOU,



updated Charter and By-laws, and several successful grant efforts now in place, RCPWG is operating from a more stable foundation, creating an opportunity to expand participation and engage new partners around defined regional priorities.

FS will work with AMBAG and Strategy Team members to conduct outreach and engagement to members and non-member public agencies and community-based organizations to participate as advisors or project partners. FS will monitor participation trends and advise AMBAG and RCPWG leadership regarding practical strategies to improve engagement and representation. In conducting this work, FS will leverage the regional relationships and trust established during its current work with RCPWG and other regional FS partnerships, while continuing to expand participation where it would meaningfully advance the collaborative's purpose to secure more funding for the region. Outreach will focus on communicating RCPWG's accomplishments and benefits to partners who engage. FS will assess current representation and identify priority outreach needs, prepare tailored outreach messages and informational materials, and support communications that keep members and partners informed and engaged between meetings. For prospective members, FS will communicate the purpose, value, and expectations of RCPWG involvement and onboard new members with relevant background materials. Ultimately, FS supports the RCPWG in attempting to engage one representative from each of the city and counties in the tri-county area in at least one RCPWG activity (e.g., Strategy Team meetings, subcommittee meetings, or a grant-focused partnership). For new representatives within existing member organizations (e.g., due to staff turnover), FS will continue to onboard new representatives.

FS will design outreach to strengthen geographic, regional, sectoral, institutional, and community representation. The 2024 USDN workshops indicated CBOs are particularly interested in engaging in grant and project collaboration rather than RCPWG governance or decision-making. As such, FS will look for opportunities to bring CBOs into these efforts as advisors or funding partners. FS will also initiate continuation of the discussions around establishing a compensated CBO (or CJC) liaison role within the Strategy Team as well as encouraging academic institutions to participate in RCPWG. To promote engagement, FS will work with AMBAG and RCPWG Strategy Team to ensure that CBOs and community members are compensated for their participation in RCPWG activities through stipends and translation/ interpretation services are provided, as needed.



RCPWG member representatives have previously shared that it can be challenging to communicate the purpose, value, benefits, and success of the RCPWG internally to the rest of their organization, including leadership and elected officials. This can be due to the size of the organization, staff capacity, or interest of the organization or its RCPWG representative. We have also heard that there may be other departments who are interested in participating in the RCPWG but they may not know the RCPWG exists. If there is interest in RCPWG members, FS will support member and observing organizations in communicating progress and benefits of the RCPWG to their full organizations so information is not siloed. When the Waste Subcommittee was formed, more representatives from member organizations were able to participate in conversations in support of the purpose of the RCPWG: to secure more regional funding (in this specific case, for waste-specific funding). For some, this was the first time individuals heard about the RCPWG and/or participated in an RCPWG meeting. Raising awareness about RCPWG and its value can streamline future regional collaboration opportunities as subject matter experts can more easily join conversations. Another benefit of communicating the benefits through organizations is to streamline budget requests for RCPWG membership in the future.

Task 2.4 Subcommittee Support

FS will support up to three standing or ad hoc RCPWG subcommittees on an as-needed basis. FS will co-facilitate each subcommittee with a designated Subcommittee Liaison and tailor its support to the group's objectives and level of activity. FS will work closely with the liaison to coordinate meetings, develop agendas, document key decisions and action items, and support follow-up between meetings. FS will keep subcommittee activities appropriately scoped and aligned with the RCPWG's broader priorities. Recommendations requiring Strategy Team consideration will be clearly framed and accompanied by sufficient information to support efficient review and decision-making.

Historically, subcommittees have formed around specific topics or funding-specific opportunities. As outlined in the new RCPWG Charter and By-laws, "subcommittees will have the primary focus of identifying, developing, and if awarded, implementing grants." FS will continue to support topic-specific subcommittees (e.g., energy, waste, transportation). When funding sources emerge (through work outlined in Tasks 3 and 4), related to a subcommittee topic, that subcommittee will support project development and/or the associated grant application. New subcommittees may be formed, as needed, and with RCPWG voting.



Task 2 Deliverables:

- Quarterly summary memo of key updates to the RCPWG website, included with monthly progress report and invoice
- Agenda setting, logistics, facilitation, notes, and follow up tracking for up to sixteen (16) virtual and four (4) in-person RCPWG Strategy Team meetings
- Supporting Subcommittee Liaisons of up to three (3) subcommittees through virtual meeting scheduling, assistance with agenda setting, and notes taking
- Quarterly summary memo of key outreach and engagement activities with member jurisdictions, non-member public agencies, community-based organizations, and other potential advisors, included with monthly progress report and invoice

Task 3: RCPWG Funding Opportunity Coordination

RCPWG's purpose is to bring resources into the Monterey Bay Area Region, and as such, identifying relevant funding opportunities with sufficient time to develop competitive applications is paramount to success. Identifying, developing, and advancing collaborative climate projects that are competitive for these funding opportunities must happen concurrently so RCPWG is ready to pursue relevant opportunities as they arise. To achieve this, FS will provide dedicated coordination capacity to track opportunities, convene partners, evaluate strategic fit, and position projects for success. FS will continuously identify, assess, and communicate local, regional, state, federal, and philanthropic funding opportunities that align with the RCPWG's mission, member priorities, and potential regional projects. FS' role under this task will extend beyond distributing funding announcements. FS will help the Project Team and the Strategy Team distinguish between opportunities that are generally relevant and those that warrant an investment of member time and resources. As the incumbent managing consultant, FS understands many of the region's climate mitigation and adaptation priority projects, jurisdictional capacities, partnership relationships, and previous funding discussions. This knowledge will allow FS to efficiently assess strategic fit and identify opportunities that can support meaningful regional collaboration. However, FS also understands that as the funding landscape and jurisdictional projects shift, so will RCPWG's priorities. FS will remain nimble and guide RCPWG through discussions to identify changing priorities and drive decisions that reflect real-time priorities. This



is especially true for opportunities that will benefit a subset of the region. Task 3 will carry potential opportunities through preliminary assessment, partner exploration, and preparation for a Strategy Team go/no-go decision. Full development of an application authorized by a Strategy Team vote will occur under Task 4.

Task 3.1 Funding Opportunity Tracking and Reporting

FS will maintain an ongoing funding opportunity tracking system covering relevant local, regional, state, federal, and philanthropic programs. The team will leverage existing funding trackers, including RCPWG's previous funding tracker maintained by FS and other FS-run funding trackers, to minimize unnecessary duplication and will dedicate time and budget for RCPWG analysis and synthesis. Funding tracker sources may include agency funding announcements, grants forecasts, legislative and budget developments, foundation solicitations, technical assistance programs, and other funding-related communications. For each opportunity, FS will assess factors such as alignment with RCPWG mission and priorities, applicant and project eligibility, program requirements, competitiveness and likely evaluation criteria, readiness of potential projects and partners, and strategic value to RCPWG and the region. Simultaneously, FS will maintain a project concept pipeline that tracks project concepts identified through all RCPWG activities to reference as funding opportunities arise.

When particularly relevant opportunities arise, FS will add them to the regular agenda with the Project Team or send an email if there is a time-sensitive element of the solicitation. For high-potential opportunities, FS will prepare a concise one- to two-page opportunity assessment summarizing key information including eligibility criteria, award amounts, deadlines, and program requirements. The summary will also describe strategic alignment with RCPWG priorities, potential applicants and partners, anticipated level of effort, key risks and considerations, and recommended next steps.

In addition to tracking grant and philanthropic funding, FS will continue to share more information about financing options for bundled projects and RCPWG operations. This may include public financing, utility or ratepayer-supported programs, revolving funds, public-private partnerships, pooled procurement, and other approaches that can leverage or complement limited grant funding. FS will support RCPWG in assessing these opportunities when appropriate.



Task 3.2 Opportunity Assessment and Predevelopment

At the direction of the Strategy Team, FS will work with RCPWG members, observers, advisors, community-based organizations, and other potential partners to explore the feasibility of specific funding opportunities. As needed, FS will organize and facilitate discussions with prospective applicants and partners to review program requirements and potential project concepts. These discussions will focus on the most important elements of the NOFA, including funding priorities, applicant and project eligibility, award size, match requirements, eligible costs, implementation timelines, application deadlines, evaluation criteria, and required approvals or attachments. FS will use these conversations to assess how well the opportunity aligns with RCPWG priorities, identify a potential lead applicant and project partners, clarify roles, identify information gaps or risks, and recommend next steps for Strategy Team consideration.

FS will provide candid, expert advice regarding whether an opportunity merits pursuit. FS will also support discussions assessing whether a project has enough of a regional impact to use RCPWG resources. Recommendations to move forward will consider not only technical eligibility, but also project readiness, partnership capacity, competitiveness, implementation feasibility, timing, and the opportunity cost of preparing the application. Where an opportunity is not sufficiently developed for the current funding cycle, FS may recommend actions to improve readiness for a future solicitation, such as completing preliminary design, strengthening partnerships, collecting baseline data, clarifying ownership or maintenance responsibilities, or identifying match funding.

Task 3 Deliverables:

- Ongoing tracking and reporting on of local, regional, state, federal, and philanthropic funding opportunities
- Project concept pipeline
- Facilitation of conversations, working meetings, and data gathering amongst RCPWG members prior to decision making on whether to pursue a funding opportunity



Task 4: RCPWG Project and Proposal Development

Upon affirmative vote of the RCPWG Strategy Team using the decision-making processes outlined in the RCPWG Charter and By-laws, FS will work with AMBAG, RCPWG members, and other project partners to support the scoping of specific regional or multi-jurisdictional projects and develop funding applications. FS understands that the Strategy Team may not elect to pursue a grant opportunity in either of the years of this contract term. In years where the Strategy Team votes to move forward with an opportunity, FS will build on the preliminary opportunity assessment and partner discussions completed under Task 3, and focus on transforming project concepts and available project information into a cohesive regional proposal. Work done under this task will be in addition to and an expansion of FS' role in the Roadmap. FS assumes efforts approved by the Steering Committee will likely range from \$5 million to \$30 million and may involve 5-15 project partners.

Once the Strategy Team authorizes pursuit of a specific opportunity, FS will establish an application development schedule, coordination infrastructure, and clear roles and responsibilities for AMBAG (as RCPWG's fiscal sponsor), the lead applicant (if different from AMBAG), and co-applicants/other partners. FS will review the funding solicitation and create a work plan, compliance checklist, materials requests, partner templates, and internal deadlines for all partners. FS will coordinate with project partners to gather initial scopes, available narratives, cost estimates, schedules, maps, supporting data, and other required information. Through interviews, working meetings, and targeted follow-up, FS will help partners refine preliminary concepts into detailed project scopes that clearly describe proposed activities, locations, beneficiaries, implementation responsibilities, schedules, and anticipated outcomes.

FS will develop a cohesive project narrative that connects multiple project components and locations under a clear regional strategy. The narrative will be shaped to address the funding program's priorities and evaluation criteria and describe the project need, proposed approach, regional significance, community benefits, partnership structure, implementation readiness, and expected results. In some cases, FS will make suggestions on how the project can be refined to be more competitive for the funding opportunity and will facilitate a decision-making process for adding or removing project components.



FS will support development of the project budget by providing a template with specific guidance on what information needs to be gathered, compiling cost estimates, reviewing costs for eligibility and consistency, documenting key budget assumptions, identifying match funds requirements and how to meet them, and facilitating agreement on budget allocations across partners. FS will also coordinate collection of required supporting materials including letters of support, resolutions from partner governing bodies, maps, governance agreements, and other attachments to the application. FS will track outstanding materials and follow up with partners to create a complete application.

FS will facilitate review of the draft application by AMBAG staff, the lead applicant, participating project partners, and RCPWG members, as needed. Draft materials will be distributed with clear instructions and deadlines. FS will compile comments, facilitate discussions when substantive issues arise, and incorporate approved revisions into the application package. Before finalization, FS will conduct a comprehensive quality-control and compliance review to confirm that the application addresses solicitation requirements, aligns with evaluation criteria, and presents consistent information across the narrative, project scopes, schedule, budget, and supporting materials.

FS will prepare the completed application package and provide technical support to the RCPWG member serving as lead applicant. Support may include organizing final files, entering or uploading application materials, confirming that required forms and attachments are complete, and troubleshooting submission requirements. The lead applicant will submit all applications. FS will work closely with the lead applicant through the submission deadline to support a complete and timely application.

Task 4 Deliverables:

- Up to two (2) completed grant applications

Section 5. Cost Estimate

Project: Monterey Bay Area Regional Climate Project Working Group Management Consultant

Consultant: Farallon Strategies LLC

Services will commence on 08/01/26 and be fully completed on 07/31/28.

Combined Overhead (%) +

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		Hours	Actual Rate/Hr	Loaded* Rate/Hr	Labor Amount	Total	Date
Due							
Task 1: Project Management							
Michael McCormick	Principal	24	\$108.46	\$250.00	\$2,603.00	\$6,000.00	07/31/28
Julia Kim	Advisor & SME	24	\$95.00	\$195.00	\$2,280.00	\$4,680.00	
Annie Howley	Project Manager	60	\$80.00	\$195.00	\$4,800.00	\$11,700.00	
Jenn McKenzie	Operations Lead	24	\$92.50	\$195.00	\$2,220.00	\$4,680.00	
Prati Rosen	Project Support	12	\$66.00	\$175.00	\$792.00	\$2,100.00	
						<u>\$29,160.00</u>	
Task 2: RCPWG Operations & Facilitation							
Michael McCormick	Principal	120	\$108.46	\$250.00	\$13,015.00	\$30,000.00	07/31/27
Julia Kim	Advisor & SME	112	\$95.00	\$195.00	\$10,640.00	\$21,840.00	
Annie Howley	Project Manager	320	\$80.00	\$195.00	\$25,600.00	\$62,400.00	
Jenn McKenzie	Operations Lead	24	\$92.50	\$195.00	\$2,220.00	\$4,680.00	
Prati Rosen	Project Support	84	\$66.00	\$175.00	\$5,544.00	\$14,700.00	
						<u>\$136,120.00</u>	
Task 3: RCPWG Funding Support - Funding Opportunity Coordination							
Michael McCormick	Principal	60	\$108.46	\$250.00	\$6,508.00	\$15,000.00	07/31/28
Julia Kim	Advisor & SME	80	\$95.00	\$195.00	\$7,600.00	\$15,600.00	
Annie Howley	Project Manager	40	\$80.00	\$195.00	\$3,200.00	\$7,800.00	
Jenn McKenzie	Operations Lead	80	\$92.50	\$195.00	\$7,400.00	\$15,600.00	
Prati Rosen	Project Support	40	\$66.00	\$175.00	\$2,640.00	\$7,000.00	
						<u>\$61,000.00</u>	

COST ESTIMATE – RFP ATTACHMENT A
continued

		Hours	Actual Rate/Hr	Loaded* Rate/Hr	Labor Amount	Total	Date
Task 4: RCPWG Funding Support - Project & Proposal Development							
Michael McCormick	Principal	60	\$108.46	\$250.00	\$6,508.00	\$15,000.00	07/31/28
Julia Kim	Advisor & SME	120	\$95.00	\$195.00	\$11,400.00	\$23,400.00	
Annie Howley	Project Manager	80	\$80.00	\$195.00	\$6,400.00	\$15,600.00	
Jenn McKenzie	Operations Lead	120	\$92.50	\$195.00	\$11,100.00	\$23,400.00	
Prati Rosen	Project Support	40	\$66.00	\$175.00	\$2,640.00	\$7,000.00	
						<u>\$84,400.00</u>	
Other Direct Costs							
Translation Services			\$0.00	\$0.00	\$0.00	\$5,000.00	07/31/28
			\$0.00	\$0.00	\$0.00	\$0.00	
						<u>\$5,000.00</u>	

Total Hours: 1524

Total Cost: \$315,680.00

* Loaded hourly rate: includes labor overhead, fringe benefit, and general administrative expenses (% of total direct labor cost)

Loaded hourly rate calculation: \$ actual hourly rate x (1 + combined of overhead & fringe %) x (1 + fee %)

Jenn McKenzie, Project Lead and Operations Manager 7/19/26

Name and Title of Authorized Representative (typed)

Date

Signature of Authorized Representative

Date

Farallon Strategies Proposal | Cost | 29

EXHIBIT B. DEBARMENT AND SUSPENSION CERTIFICATION

**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)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for

use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

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

AMBAG Board of Directors

Agency	Representative	Agency	Representative
Capitola	Susan Westman	Soledad	Fernando Ansaldo-Sanchez
Carmel-by-the-Sea	Hans Buder	Watsonville	Eduardo Montesino
Del Rey Oaks	John Uy	County of Monterey	Glenn Church
Gonzales	Scott Funk	County of Monterey	Kate Daniels
Greenfield	Robert White	County of Santa Cruz	Manu Koenig
Hollister	Rudy Picha	County of Santa Cruz	Felipe Hernandez
King City	Oscar Avalos	County of San Benito	Angela Curro
Marina	Brian McCarthy	County of San Benito	Mindy Sotelo
Monterey	Jean Rasch		
Pacific Grove	Lori McDonnell	<u>Ex-Officio Members:</u>	
Salinas	Margaret D'Arrigo	Caltrans District 5	
San Juan Bautista	Jose Arranda	3CE	
Sand City	Mary Ann Carbone	MBARD	
Santa Cruz	Scott Newsome	MPAD	
Scotts Valley	Derek Timm	MST	
Seaside	Alex Miller	SBtCOG	
		SCCRTC	
		SCMETRO	
		TAMC	

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Disclosure of Lobbying Activities

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

Approved by OMB
0348-0046

1. Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award	3. Report Type: a. initial filing ___ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the 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.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Jessica Agee, Director of Finance and Administration

SUBJECT: Financial Update Report

MEETING DATE: August 12, 2026

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The enclosed financial reports are for the 2025-2026 Fiscal Year (FY) and are presented as a consent item. The attached reports contain the cumulative effect of operations through May 31, 2026, as well as a budget-to-actual comparison. Amounts in the Financial Update Report are unaudited.

FINANCIAL IMPACT:

The Balance Sheet for May 31, 2026, reflects a cash balance of \$1,223,826.46. The accounts receivable balance is \$763,143.64, while the current liabilities balance is \$431,409.22. AMBAG has sufficient current assets on hand to pay all known current obligations.

AMBAG's Balance Sheet as of May 31, 2026, reflects a positive Net Position in the amount of \$410,023.84. This is due in part to the Profit and Loss Statement reflecting an excess of revenue over expense of \$211,015.28. Changes in Net Position are to be expected throughout the fiscal year (FY), particularly at the beginning due to the collection of member dues which are received in July and the timing of various year-end adjustments required after our financial audit.

Planning Excellence!

The following table highlights key Budget to Actual financial data:

Budget to Actual Financial Highlights
For Period July 1, 2025 through May 31, 2026

Expenditures	Budget Through May 2026	Actual Through May 2026	Difference
Salaries & Fringe Benefits	\$ 3,398,307.00	\$ 2,788,382.75	\$ 609,924.25
Professional Services	\$ 8,139,410.00	\$ 5,943,063.69	\$ 2,196,346.31
Lease/Rentals	\$ 72,875.00	\$ 72,485.63	\$ 389.37
Communications	\$ 22,733.00	\$ 20,753.01	\$ 1,979.99
Supplies	\$ 114,583.00	\$ 45,337.14	\$ 69,245.86
Printing	\$ 9,861.00	\$ 273.48	\$ 9,587.52
Travel	\$ 81,312.00	\$ 38,137.73	\$ 43,174.27
Other Charges	\$ 141,258.00	\$ 139,046.10	\$ 2,211.90
Non-Federal Local Match	\$ 337,608.00	\$ 337,608.00	\$ -
Total	\$ 11,980,340.00	\$ 9,385,087.53	\$ 2,932,859.47
Revenue			
Federal/State/Local Revenue	\$ 12,319,513.00	\$ 9,596,102.81	\$ 2,723,410.19
Note: AMBAG is projecting a surplus, therefore budgeted revenues do not equal expenses.			

Revenues/Expenses (Budget to Actual Comparison):

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

Professional Services are under budget primarily due to the timing of work on projects performed by contractors. Projects early in their implementation are Pajaro Bridge Infrastructure Resilient Design Study (Pajaro BIRDS) and Central Coast Rural Regional Energy Network (Rural REN). This work is not performed in a linear fashion while the budget reflects linear programming. In addition, the Regional Early Action Planning Housing Program 2.0 (REAP) provides \$9,537,639.42 in funding of which a large portion will pass through to partner agencies.

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

COORDINATION:

N/A

ATTACHMENTS:

1. Balance Sheet as of May 31, 2026
2. Profit and Loss: July 1, 2025 – May 31, 2026
3. Cash Activity for June 2026

APPROVED BY:



Maura F. Twomey, Executive Director

AMBAG

Balance Sheet - Attachment 1

As of May 31, 2026

	May 31, 2026	Liabilities & Net Position	May 31, 2026
Assets		Liabilities	
Current Assets		Current Liabilities	
Cash and Cash Equivalents		Accounts Payable	278,394.48
Mechanics Bank - Special Reserve	1,026,237.99	Employee Benefits	153,014.74
Mechanics Bank - Checking	150,176.67	Mechanics Bank - Line of Credit	0.00
Mechanics Bank - REAP 2.0 Checking	42,658.02	Total Current Liabilities	431,409.22
Petty Cash	500.00		
LAIF Account	4,253.78		
Total Cash and Cash Equivalents	1,223,826.46	Long-Term Liabilities	
Accounts Receivable		Deferred Inflows - Actuarial	258,986.95
Accounts Receivable	763,143.64	Net Pension Liability (GASB 68)	1,888,153.69
Total Accounts Receivable	763,143.64	OPEB Liability	19,535.35
Other Current Assets		Deferred Revenue	(19,515.69)
Due from PRWFPA/RAPS	145.68	Total Long-Term Liabilities	2,147,160.30
Prepaid Items	4,972.57		
Total Other Current Assets	5,118.25	Total Liabilities	2,578,569.52
Total Current Assets	1,992,088.35		
Long-Term Assets		Net Position	
Net OPEB Asset	96,473.00	Beginning Net Position	199,008.56
Deferred Outflows - Actuarial	533,833.49	Net Income/(Loss)	211,015.28
Deferred Outflows - PERS Contribution	272,963.59	Total Ending Net Position	410,023.84
Total Long-Term Assets	903,270.08	Total Liabilities & Net Position	2,988,593.36
Capital Assets			
Capital Assets	439,462.41		
Accumulated Depreciation	(346,227.48)		
Total Capital Assets	93,234.93		
Total Assets	2,988,593.36		

AMBAG
Profit & Loss - Attachment 2
May 2026

	May-26	May-26
Income		
AMBAG Revenue		206,931.06
Cash Contributions		132,966.66
Grant Revenue		8,918,597.09
Non-Federal Local Match		337,608.00
Total Income		9,596,102.81
Expense		
Salaries		1,735,964.26
Fringe Benefits		1,052,418.49
Professional Services		5,943,063.69
Lease/Rentals		72,485.63
Communications		20,753.01
Supplies		45,337.14
Printing		273.48
Travel		38,137.73
Other Charges:		
BOD Allowances	4,550.00	
BOD Refreshments/Travel/Nameplates/Dinner/Other	4,340.73	
Workshops/Training	4,792.35	
CCR REN Travel/Classes/Events/Recruitment/Other	1,020.00	
SB1/MTIP/MTP/SCS/OWP/Public Participation Expenses	13,381.35	
Dues & Subscriptions	28,925.20	
Depreciation Expense	44,540.10	
Insurance	36,813.89	
Interest/Fees/Tax Expense	257.48	
Total Other Charges		139,046.10
Non-Federal Local Match		337,608.00
Total Expense		9,385,087.53
Net Income/(Loss)		211,015.28

AMBAG
Cash Activity - Attachment 3
For June 2026

Monthly Cash Activity	July-25	August-25	September-25	October-25	November-25	December-25	January-26	February-26	March-26	April-26	May-26	June-26	TOTAL
1. CASH ON HAND													
[Beginning of month]	4,212,310.51	3,798,610.52	2,971,516.09	2,933,212.41	2,878,828.47	5,363,754.84	5,224,446.91	5,026,543.52	4,091,928.66	2,968,575.51	2,993,212.86	1,223,826.46	
2. CASH RECEIPTS													
(a) AMBAG Revenue	107,036.69	64,088.60	3,616.46	43,522.07	5,101.71	102,922.92	7,600.31	2,755.11	12,382.05	2,966.33	2,753.69	8,584.62	363,330.56
(b) Grant Revenue	326,349.90	369,164.01	395,152.62	425,701.87	329,725.50	498,029.56	510,279.78	253,173.24	533,714.49	381,773.39	293,699.40	365,265.61	4,682,029.37
(c) REAP Advance Payment	0.00	0.00	0.00	0.00	2,575,133.53	0.00	0.00	0.00	0.00	0.00	0.00	953,763.99	3,528,897.52
(d) Borrowing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL CASH RECEIPTS	433,386.59	433,252.61	398,769.08	469,223.94	2,909,960.74	600,952.48	517,880.09	255,928.35	546,096.54	384,739.72	296,453.09	1,327,614.22	8,574,257.45
4. TOTAL CASH AVAILABLE	4,645,697.10	4,231,863.13	3,370,285.17	3,402,436.35	5,788,789.21	5,964,707.32	5,742,327.00	5,282,471.87	4,638,025.20	3,353,315.23	3,289,665.95	2,551,440.68	
5. CASH PAID OUT													
(a) Payroll & Related	309,774.68	241,785.75	242,393.93	247,674.65	247,891.62	260,697.48	291,031.89	254,178.32	255,332.85	255,841.96	255,951.64	252,742.83	3,115,297.60
(b) Professional Services	493,711.25	1,004,753.86	178,608.31	248,982.07	143,368.84	457,054.42	408,974.36	917,995.78	1,394,222.63	86,619.88	1,800,079.10	202,602.23	7,336,972.73
(c) Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Lease/Rentals	12,382.77	0.00	6,320.95	5,968.00	5,968.00	6,320.95	6,426.36	6,515.58	7,051.56	7,172.73	5,968.00	894.13	70,989.03
(e) Communications	2,905.18	1,671.39	2,792.55	2,155.63	3,021.03	2,635.70	1,485.12	2,003.86	1,433.10	1,992.84	940.39	1,847.61	24,884.40
(f) Supplies	3,793.08	3,887.51	2,923.28	8,575.42	2,179.37	2,699.62	2,433.79	4,785.65	2,110.31	2,132.00	238.08	3,616.04	39,374.15
(g) Printing	0.00	0.00	0.00	0.00	0.00	70.74	0.00	0.00	0.00	202.74	0.00	0.00	273.48
(h) Travel	7,479.54	2,363.53	379.84	8,541.61	3,592.67	1,133.94	1,318.33	2,944.22	5,892.63	2,395.85	1,316.84	3,139.32	40,498.32
(i) Other Charges	17,040.08	5,885.00	3,653.90	1,710.50	19,012.84	9,647.56	4,113.63	2,119.80	3,406.61	3,744.37	1,345.44	8,702.89	80,382.62
(j) Loan Repayment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL CASH PAID OUT	847,086.58	1,260,347.04	437,072.76	523,607.88	425,034.37	740,260.41	715,783.48	1,190,543.21	1,669,449.69	360,102.37	2,065,839.49	473,545.05	10,708,672.33
7. CASH POSITION	3,798,610.52	2,971,516.09	2,933,212.41	2,878,828.47	5,363,754.84	5,224,446.91	5,026,543.52	4,091,928.66	2,968,575.51	2,993,212.86	1,223,826.46	2,077,895.63	



MEMORANDUM

TO: AMBAG Board of Directors

FROM: Maura F. Twomey, Executive Director

RECOMMENDED BY: Will Condon, Associate Planner

SUBJECT: Draft Monterey Bay Metropolitan Transportation Improvement Program (MTIP) for FFY 2026-27 to FFY 2029-30

MEETING DATE: August 12, 2026

RECOMMENDATION:

Conduct a public hearing for the Draft Monterey Bay Metropolitan Transportation Improvement Program (MTIP) for FFY 2026-27 to 2029-30, providing the general public an opportunity to comments.

BACKGROUND/ DISCUSSION:

In response to requirements pursuant to its designation as a Metropolitan Planning Organization (MPO), the Association of Monterey Bay Area Governments (AMBAG) prepares transportation plans and programs for the tri-county, Monterey Bay region consisting of Monterey, San Benito, and Santa Cruz counties.

The Draft Monterey Bay Metropolitan Transportation Improvement Program (MTIP) for FFY 2026-27 to 2029-30 is the region's short range transportation programming document that contains transportation improvement projects including public mass transit, highway, bridge, local road, bicycle and pedestrian projects proposed for funding based on anticipated available federal, state and local funds over the next four federal fiscal years (October 1, 2026 through September 30, 2030).

The Draft MTIP implements the *2050 Monterey Bay Area Metropolitan Transportation Plan* (MTP), the 20 plus-year metropolitan transportation plan adopted by the AMBAG Board on June 10, 2026. In addition, projects in the programming document are consistent with the recent Short Range Transit Plans (SRTPs) of the public transit

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operators, Regional Transportation Improvement Programs (RTIPs) of the three regional transportation planning agencies, and Caltrans' 2026 State Transportation Improvement Program (STIP) and 2026 State Highway Operation and Protection Program (SHOPP).

The Draft MTIP represents a total of **\$1.52 billion transportation project investments (103 projects)** within the tri-county Monterey Bay area over the four-year period. Staff will provide a detailed presentation on the MTIP program and process at the August 12, 2026 Board meeting. A copy of the Draft MTIP for FFY 2026-27 to FFY 2029-30 is separately enclosed with the agenda (**Attachment 1**) and will be also available on AMBAG website (www.ambag.org) for your review and comments.

AMBAG released the Draft MTIP for FFY 2026-27 to 2029-30 for **public review and comments from July 31, 2026 to August 31, 2026**. The Notice of Public Review, Comments, and Hearing was published in local newspapers. Copies of the Draft MTIP are also made available for viewing and download at the websites listed below:

1. Association of Monterey Bay Area Governments: www.ambag.org
2. Santa Cruz County Regional Transportation Commission: www.sccrtc.org
3. Transportation Agency for Monterey County: www.tamcmonterey.org
4. Council of San Benito County Governments: www.sanbenitocog.org
5. Monterey-Salinas Transit: www.mst.org
6. Santa Cruz Metropolitan Transit District: www.scmttd.com

Written comments may be submitted to Will Condon, Associate Planner at wcondon@ambag.org or Fax 831-883-3755.

A public hearing to receive public testimony on this document is set for:

When: Wednesday, August 12, 2026 no sooner than 6:00 p.m. (PDT) during the
AMBAG Board of Directors meeting

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

24580 Silver Cloud Court Monterey, CA 93940

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

<https://us06web.zoom.us/j/84438108078?pwd=wY9BJzN3JE2atESfMAblQQDiTD1bC3.1>

Persons who wish to address the AMBAG Board of Directors on an item to be considered at this public hearing are asked to submit comments in writing at

info@ambag.org by 5:00 pm on Tuesday, August 11, 2026 or provide verbal comments during the public hearing.

The AMBAG MTIP is scheduled for adoption at the **September 9, 2026** AMBAG Board of Directors meeting.

ALTERNATIVES:

There are no other viable alternatives. As per federal law, AMBAG is required to conduct a Public Hearing for the Draft MTIP.

FINANCIAL IMPACT:

Staff time for the Draft MTIP preparation and its maintenance is funded through federal funds and is programmed in the approved FY 2026-27 OWP.

COORDINATION:

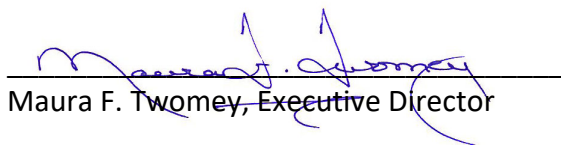
The proposed Draft MTIP is developed in coordination and consultation with the following partner agencies:

- California Department of Transportation (Caltrans)
- Council of San Benito County Governments
- Monterey-Salinas Transit
- Santa Cruz County Regional Transportation Commission
- Santa Cruz Metropolitan Transit District
- Transportation Agency for Monterey County

ATTACHMENTS:

1. Draft Monterey Bay Metropolitan Transportation Improvement Program (MTIP) for FFY 2026-27 to FFY 2029-30 (separately enclosed)

APPROVED BY:


Maura F. Twomey, Executive Director

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2026 AMBAG Calendar of Meetings

September 9, 2026	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm
October 14, 2026	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm
*November 18, 2026	MBARD Board Room 24580 Silver Cloud Court, Monterey, CA 93940 Meeting Time: 6 pm
December 2026	No Meeting Scheduled

*** The AMBAG November Board of Directors meeting has been moved to the third Wednesday of the month due to Veteran's Day Holiday.**

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AMBAG Acronym Guide	
ABM	Activity Based Model
ACFR	Annual Comprehensive Financial Report
ADA	Americans Disabilities Act
ALUC	Airport Land Use Commission
AMBAG	Association of Monterey Bay Area Governments
ARRA	American Reinvestment and Recovery Act
3CE	Central Coast Community Energy
CAAA	Clean Air Act Amendments of 1990 (Federal Legislation)
Caltrans	California Department of Transportation
CalVans	California Vanpool Authority
CARB	California Air Resources Board
CCJDC	Central Coast Joint Data Committee
CEQA	California Environmental Quality Act
CHTS	California Households Travel Survey
CMAQ	Congestion Mitigation and Air Quality Improvement
CPUC	California Public Utilities Commission
CTC	California Transportation Commission
DEIR	Draft Environmental Impact Report
DEM	Digital Elevation Model
DOF	Department of Finance (State of California)
EAC	Energy Advisory Committee
EIR	Environmental Impact Report
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GHG	Greenhouse Gas Emissions
GIS	Geographic Information System
ICAP	Indirect Cost Allocation Plan
IIJA	Infrastructure Investment and Jobs Act
ITS	Intelligent Transportation Systems

JPA	Joint Powers Authority
LTA	San Benito County Local Transportation Authority
LTC	Local Transportation Commission
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MBARD	Monterey Bay Air Resources District
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MPAD	Monterey Peninsula Airport District
MPO	Metropolitan Planning Organization
MST	Monterey-Salinas Transit
MTP	Metropolitan Transportation Plan
MTIP	Metropolitan Transportation Improvement Program
OWP	Overall Work Program
PG&E	Pacific Gas & Electric Company
PPP	Public Participation Plan
RAPS, Inc.	Regional Analysis & Planning Services, Inc.
RFP	Request for Proposal
RHNA	Regional Housing Needs Allocation
RTDM	Regional Travel Demand Model
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agency
SB 375	Senate Bill 375
SBtCOG	Council of San Benito County Governments
SCCRTC	Santa Cruz County Regional Transportation Commission
SCMTD	Santa Cruz Metropolitan Transit District
SCS	Sustainable Communities Strategy
S RTP	Short-Range Transit Plan
STIP	State Transportation Improvement Program
TAMC	Transportation Agency for Monterey County
TAZ	Traffic Analysis Zone
USGS	United States Geological Survey
VMT	Vehicle Miles Traveled
VT	Vehicle Miles Trips