AGENDA

Thursday, February 06, 2020
9:00 a.m.

NOTE LOCATION THIS MONTH
Watsonville City Council Chambers
275 Main Street, 4th Floor
Watsonville, CA

NOTE
See the last page for details about access for people with disabilities, translation services, and meeting broadcasts.

En Español
Para información sobre servicios de traducción al español, diríjase a la última página.

AGENDAS ONLINE
To receive email notification when the RTC meeting agenda packet is posted on our website, please call (831) 460-3200 or visit sccrtc.org/about/esubscriptions/

COMMISSION MEMBERSHIP
Caltrans (ex-officio) Tim Gubbins
City of Capitola Jacques Bertrand
City of Santa Cruz Sandy Brown
City of Scotts Valley Randy Johnson
City of Watsonville Trina Coffman-Gomez
County of Santa Cruz Greg Caput
County of Santa Cruz Ryan Coonerty
County of Santa Cruz Zach Friend
County of Santa Cruz John Leopold
County of Santa Cruz Bruce McPherson
Santa Cruz Metropolitan Transit District Ed Bottorff
Santa Cruz Metropolitan Transit District Aurelio Gonzalez
Santa Cruz Metropolitan Transit District Mike Rotkin

The majority of the Commission constitutes a quorum for the transaction of business.
1. Roll call

2. Review of items to be discussed in closed session

   **CLOSED SESSION**

   CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
   (Pursuant to Government Code Section 54956.9(d)(2))
   Significant exposure to litigation: One case.

   **OPEN SESSION**

3. Oral communications

   Any member of the public may address the Commission on any item within the jurisdiction of the Commission that is not already on the agenda. The Commission will listen to all communication, but in compliance with State law, and may not take action on items that are not on the agenda.

   Speakers are requested to sign the sign-in sheet and state their name clearly so that their names can be accurately recorded in the minutes of the meeting.

4. Additions or deletions to consent and regular agendas

   **CONSENT AGENDA**

   All items appearing on the consent agenda are considered to be minor or non-controversial and will be acted upon in one motion if no member of the RTC or public wishes an item be removed and discussed on the regular agenda. Members of the Commission may raise questions, seek clarification or add directions to consent agenda items without removing the item from the consent agenda as long as no other Commissioner objects to the change.

   **MINUTES**

5. Accept draft minutes of the December 10, 2019 Elderly & Disabled Transportation Advisory Committee

6. Approve draft minutes of the January 16, 2020 Regional Transportation Commission meeting

7. Accept draft minutes of the January 16, 2020 Interagency Technical Advisory Committee (ITAC)

   **POLICY ITEMS**

   No consent items
PROJECTS AND PLANNING ITEMS

8. Approve Highway 1 State Park to Freedom Auxiliary Lanes and Bus on Shoulder - Cooperative Agreement with Caltrans (Resolution)

9. Approve authorizing the Executive Director to enter into a contract with Industrial Railway, Inc for Erosion Control along the Santa Cruz Branch Rail corridor. (Resolution)

10. Approve authorizing the Executive Director to enter into a Construction Contract with Industrial Railways Company for repair handrails, walkway repairs, and install “no trespassing” signs on bridges along the Santa Cruz Branch Rail Line. (Resolution)

11. Approve Highway 1 41st/Soquel Auxiliary Lanes PS&E and Right of Way Phases – Cooperative Agreement Amendment No. 1 (Resolution)


BUDGET AND EXPENDITURES ITEMS

13. Accept Status report on Transportation Development Act (TDA) revenues

14. Accept status report on Measure D revenues

15. Approve City of Santa Cruz Article 8 Transportation Development Act Claim

16. Approve Programming Competitive RSTPX Funds (Resolution)

ADMINISTRATION ITEMS

17. Approve Elderly and Disabled Transportation Advisory Committee (E&D TAC) New Member Appointments

18. Approve opening Budget and Administration/Personnel Committee Nominations

INFORMATION/OTHER ITEMS

19. Accept Special District Risk Management Authority President’s Special Acknowledgment Award
REGULAR AGENDA

20. Commissioner reports – oral reports

   
   (Guy Preston, Executive Director)

22. Caltrans report
   
   a. Santa Cruz County project updates

23. Presentation from City of Watsonville

24. Amendment to the Measure D Expenditure Plan
   
   (Guy Preston, Executive Director)

   a. Staff report
   b. Resolution

25. 2020 Measure D-Strategic Implementation Plan (SIP)
   
   (Guy Preston, Executive Director)

   a. Staff report
   b. Resolution
   c. Comments from the Public

26. 2045 Santa Cruz County Regional Transportation Plan -Goals, Policies and Targets
   
   (Brianna Goodman & Ginger Dykaar, Transportation Planners)

   a. Staff report
   b. Draft Goals, Policies and Targets
   c. Public Comment Summary

27. Next meetings

The next RTC meeting is scheduled for Thursday, March 5, 2020 at 9:00 a.m. at the County Board of Supervisors Chambers, 701 Ocean Street, 5th Floor, Santa Cruz, CA.

The next Transportation Policy Workshop meeting is scheduled for Thursday, March 19, 2020 at 9:00 a.m. at the RTC Offices, 1523 Pacific Ave, Santa Cruz, CA.
HOW TO REACH US
Santa Cruz County Regional Transportation Commission
1523 Pacific Avenue, Santa Cruz, CA 95060
phone: (831) 460-3200 / fax: (831) 460-3215

COMMENTS FROM THE PUBLIC
Written comments for items on this agenda that are received at the RTC office in Santa Cruz by noon on the day before this meeting will be distributed to Commissioners at the meeting.

HOW TO STAY INFORMED ABOUT RTC MEETINGS, AGENDAS & NEWS
Broadcasts: Many of the meetings are broadcast live. Meetings are cablecast by Community Television of Santa Cruz. Community TV’s channels and schedule can be found online (www.communitytv.org) or by calling (831) 425-8848.

Agenda packets: Complete agenda packets are available at the RTC office, on the RTC website (www.sccrtc.org), and at all Santa Cruz County public libraries.

For information regarding library locations and hours, please check online at www.santacruzpl.org or www.cityofwatsonville.org/public-library

On-line viewing: The SCCRTC encourages the reduction of paper waste and therefore makes meeting materials available online. Agendas are typically posted 5 days prior to each meeting. To receive email notification when complete agenda packet materials are posted to our website please visit sccrtc.org/about/esubscriptions/

Newsletters: To sign up for E-News updates on specific SCCRTC projects, go to sccrtc.org/about/esubscriptions/

HOW TO REQUEST

ACCOMMODATIONS FOR PEOPLE WITH DISABILITIES
The Santa Cruz County Regional Transportation Commission does not discriminate on the basis of disability and no person shall, by reason of a disability, be denied the benefits of its services, programs, or activities. This meeting location is an accessible facility. If you wish to attend this meeting and require special assistance in order to participate, please contact RTC staff at 460-3200 (CRS 800/735-2929) at least three working days in advance of this meeting to make arrangements. People with disabilities may request a copy of the agenda in an alternative format. As a courtesy to those person affected, please attend the meeting smoke and scent-free.

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Si gusta estar presente o participar en esta junta de la Comisión Regional de Transporte del Condado de Santa Cruz y necesita información o servicios de traducción al español por favor llame por lo menos con tres días laborables de anticipo al (831) 460-3200 para hacer los arreglos necesarios. (Spanish language translation is available on an as needed basis.) Please make advance arrangements (at least three days in advance) by calling (831) 460-3200.
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AVISO A BENEFICIARIOS SOBRE EL TITULO VI
La RTC conduce sus programas y otorga sus servicios sin considerar raza, color u origen nacional de acuerdo al Titulo VI del Acta Sobre los Derechos Civiles. Cualquier persona que cree haber sido ofendida por la RTC bajo el Titulo VI puede entregar queja con la RTC comunicándose al (831) 460-3212 o 1523 Pacific Avenue, Santa Cruz, CA 95060 o en línea al www.sccrtc.org. También se puede quejar directamente con la Administración Federal de Transporte en la Oficina de Derechos Civiles, Atención: Coordinador del Programa Titulo VI, East Building, 5th Floor-TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.
1. Roll call

The meeting was called to order at 1:32 p.m.

Members present:
Veronica Elsea, 3rd District, Chair
Tara Ireland, Volunteer Center
John Daugherty, Metro
Cara Lamb, Transit Users
Debbie Benham, 5th District
Lisa Berkowitz, CTSA - Community Bridges,
Clay Kempf, Social Service Provider - Seniors
Jesus Bojorquez, CTSA - Lift Line

Unexcused absences:

RTC staff present:
Ginger Dykaar
Grace Blakeslee
Rachel Moriconi

Others present:
Phil Kipnis, Happy Valley Resident
Michael Pisano, 1st District, UCSC HR department, Metro Valley Committee
Len Burns, City of Santa Cruz
Caleb Shwazundar, Capitola City Parks
Janet Edwards, 1st District
Martha Rubbo, Seniors Council
Paul Elrick, Aptos resident
Nicole Young, Optimal Solutions Consulting (CORE Program)
Pat Corman, Personnel Commission, City of Watsonville and Senior
Commission, County of Santa Cruz
Mike McConnell, SC County Human Services Department
Kailash Mozumder, City of Capitola
Britt Bassoni, AAA/Seniors Council
Pat Fohrman, 4th District, Seniors Commission
Gina Cole, Bike Santa Cruz County

2. Jayme Ackemenn, Santa Cruz Metro

Introductions
3. Oral communications

Janet Edwards communicated that John Daugherty was recently honored for 30 years of service with METRO.

4. Additions or deletions to consent and regular agendas

*RTC Staff Grace Blakeslee noted the addition of two membership applications as add-on items to Item 17-E&D TAC Recruitment and a replacement page for Item 18-JUMP Bikes.*

**CONSENT AGENDA**

5. Approved minutes from November 5, 2019

6. Received Transportation Development Act Revenues Report

7. Received RTC Meeting Highlights

8. Received Information Items - None

9. Accepted correspondence from the public – None

10. Received Pedestrian Hazard Reports

11. Received Highway 1 Corridor Project Update

12. Received North Coast Rail Trail Project Update

13. Received Draft 2020 State and Federal Legislative Programs

14. Received RTP Goals and Policies – RTC Staff Ginger Dykaar announced that the RTC is soliciting input on the goals, policies, and targets of the RTP. Comments can be submitted by email and are due January 3rd for inclusion at the RTC meeting.

*A motion (Daugherty/Berkowitz) was made to approve the November 5, 2019 minutes as amended to show Janet Edwards’ residence as District 1; Len Burns’ residence as the City of Santa Cruz; Committee Member John Daugherty abstaining on Item 18-METRO’s Amended TDA Claim; and Lamb seconding the motion on Item 17; and, to revise the language in the minutes pertaining to Item 14-JUMP bikes and people with visual impairment. The motion also included action to approve the consent agenda with the addition of the Highway 17 Access Plan and the Governor’s Master Plan on Aging to Item 14-RTP Attachment 1. The motion passed unanimously, with members John Daugherty, Deborah Benham, Clay Kempf, Lisa Berkowitz, Veronica Elsea, Tara Ireland, and Caroline Lamb voting in favor.*

**REGULAR AGENDA**

5-2
15. **Received Program Updates**

   a. **Volunteer Center**

   Committee Member Tara Ireland communicated that the volunteer transportation program audit is complete.

   No action taken.

   b. **Community Bridges — TDA FY18/19 4th Quarter Report**

   Committee Member Alternate Jesus Bojorquez announced that at the beginning of last month, Community Bridges started operations for a new facility in Watsonville. Community Bridges expects to acquire two more level 3 chargers for electric vehicles once the state finalizes the rebate.

   No action taken.

   c. **Santa Cruz Metro – ParaCruz FY19/20 1st Quarterly Report**

   Committee Member John Daugherty relayed communication from Daniel Zaragoza, METRO’s paratransit manager, whom, in absentia, wished to point out that statistics from the quarterly report covering July, August, and September, show improvements in METRO’s on-time performance.

   No action taken.

   d. **SCCRTC**

   Senior Transportation Planner Grace Blakeslee reported that the RTC authorized rail line repairs to make way for a demonstration train between Santa Cruz and Capitola. The demo will be free to riders and will run for two weeks. Ms. Blakeslee also conveyed the RTC’s request for a report on the operating budgets and metrics of ParaCruz and Lift Line.

   Committee Member Clay Kempf described the shortcomings of current paratransit metrics (i.e. costs per mile, passengers per mile, passengers per hour, etc.). He urged the elected officials to consider the impact of paratransit rides and the cost savings to the community as a whole. He referenced a study by the Transportation Research Board of America and pointed out that reliance on the current metrics is a national issue in specialized transportation.

   No action taken.

   e. **Special Projects**

   Committee Chair Veronica Elsea reported on the first meeting of the pedestrian intersection design ad hoc committee comprised of John Daugherty, Debbie Benham, and herself. The committee is evaluating various design components (i.e. auditory beacons, bulb-outs, roundabouts, rapid-flashing beacons, manual uniform
traffic control devices) in preparation to meet with the Interagency Technical Advisory Committee. The pedestrian committee will meet again in January.

Committee members requested that the pedestrian intersection design ad hoc committee review traffic signals in town that have no audible indicators; explore 4-way traffic stops at crosswalks to accommodate all pedestrians; and placement of electric boxes at signalized intersections.

No action taken.

16. City of Capitola – Clares Street Traffic Calming

City of Capitola Public Works Department staff, Kailash Mozumder, described the City of Capitola’s traffic-calming project on Clares between 41st and Wharf Ave, which includes pedestrian and bicycle improvements. The project is funded by RTC and the City of Capitola. Committee members provided input on crossing locations, expressed concern about mid-block crosswalks; provided input on the locator tones for mid-block crossings; described the challenges of navigating bulbouts for visually impaired individuals. The committee recommended the mid-block design of option one, with the addition of locator tones.

No action taken.

17. CORE Program - Human Services Department

Nicole Young, Optimal Solutions Consulting, acknowledged receipt of comments from the E&DTAC regarding the CORE Investments program and input on transportation needs and data associated with seniors and people living with disabilities. Ms. Young described the CORE (Collective Results and Evidence-based) Investments as a community programs funding model which focuses on strategic planning, collaboration, and a competitive application process. Ms. Young communicated that CORE Conditions and related impacts shown in the E&DTAC packet has been updated since submission and those updates will be made available to the E&D TAC. Committee members inquired about the program’s use of data and the stability of available funds. Committee members recommended that the broad population-based categories be broken down even more explicitly for the awareness of future grant managers. Committee members recommended a revision to a measure of “opioid prescription patients” as a measure of Health and Wellness since some patients rely on opioids to maintain health.

Committee Member Clay Kempf discussed common funding recipient challenges, particularly the rising costs of providing services and fluctuating jurisdictional budgets and provided background on community programs, annual budgets, and a misperception of “rubber stamp funding.”

No action taken.

18. JUMP Bikes
Committee Chair Veronica Elsea reviewed the committee’s November 5, 2019 discussion about JUMP Bikes. The committee stressed the importance of coalition-building, outreach, clear language, and a pro-active approach in communicating their concerns about the negative impact of JUMP Bikes on pedestrians. Improvements can be made in the reporting and policing of problems; education of users; incentives for proper parking; and by enlisting the support of the community.

A motion (Daugherty/Benham) was made to send letters to all of the jurisdictions of Santa Cruz County, to the JUMP Bike company, and to the Bicycle Advisory Committee to begin a dialogue about how to implement JUMP Bikes without negatively impacting pedestrians. The motion passed unanimously, with members Deborah Benham, Clay Kempf, Lisa Berkowitz, John Daugherty, Veronica Elsea, Tara Ireland, and Caroline Lamb voting in favor.

19. E&DTAC Appointment Recommendations

The E&DTAC Committee reviewed applications from prospective committee members. Applicants were thanked for attending the meeting and for their interest in serving. Meeting procedures were explained with regards to governance under the Brown Act. Any new appointments made will be instated at the next E&DTAC meeting on February 11. Committee Chair Veronica Elsea explained the ways in which work is accomplished on the committee.

A motion (Lamb/Kempf) was made to recommend that the RTC approve appointments to E&D TAC as shown in Item #19 Attachment 1 with the following changes: move Michael Pisano to Potential Transit User (60+) and move Cara Lamb to the committee membership position Potential Transit Users-Disabled. Motion carried unanimously, with members Deborah Benham, Clay Kempf, Lisa Berkowitz, John Daugherty, Veronica Elsea, Tara Ireland, and Caroline Lamb voting in favor.

20. Free METRO Fare Program for Visually Impaired

Jayme Ackemann, Santa Cruz METRO staff, explained that aging ticket vending machines cannot adequately accommodate the needs of people with visual impairments and are cost prohibitive for METRO to replace at this time. Therefore, METRO has enacted a policy extending free bus fare to individuals who are legally blind. If an operator can visually identify a person as blind, the person will be allowed to ride with no identification. For legally blind individuals who want a card to present to the bus operator and legally blind individuals who want to ride with attendants should obtain an access card using the same process as obtaining a discount card. Committee Chair Veronica Elsea recommended announcing the new policy via text alert. New customers can call customer service for more information.

21. Programming RTC Competitive Grant Funds

Senior Transportation Planner Rachel Moriconi presented staff recommendations for $350,000 of RSTPX funds. The four projects proposed include Project PASEO from Bike Santa Cruz County, Bike and WalkSmart from Ecology Action, Bike Challenge from Ecology Action, and a trail platform on top of railroad tracks at Antonelli Pond.
from Trail Now. More information about the projects including full proposals can be found on the SCCRTC website. Gina Cole of Bike Santa Cruz County responded to questions about Project PASEO: the effect on bus stops and pick-ups on 17th avenue with the proposed bike lane delineator; allowance of a safe path for pedestrians; student participation in WalkSmart and safe routes to school; volunteers needed and will be fed at the pilot event.

A motion was made (Kempf/Ireland) to recommend approval of the staff recommendations. Motion carried unanimously, with members Deborah Benham, Clay Kempf, Lisa Berkowitz, John Daugherty, Veronica Elsea, Tara Ireland, and Caroline Lamb voting in favor.

22. Meeting was adjourned at 4:02pm.

The next E&D TAC meeting is scheduled for Tuesday, February 11, 2020 at 1:30 p.m. at the RTC Office at 1523 Pacific Ave., Santa Cruz.

Respectfully submitted, Grace Blakeslee, Staff
1. Roll call.

The meeting was called to order at 9:02 am.

Members present:
Aileen Loe (ex-officio)            Andy Schiffrin (alt)
Jacques Bertrand                  Bruce McPherson
Sandy Brown                       Randy Johnson
Donna Lind (alt)                  Mike Rotkin
Trina Coffman-Gomez               Aurelio Gonzalez
Greg Caput                        Patrick Mulhearn (alt)
John Leopold

Staff present:
Luis Mendez                       Guy Preston
Fernanda Pini                     Yesenia Parra
Krista Corwin                     Shannon Munz
Brianna Goodman                   Rachel Moriconi
Tommy Travers                     Sarah Christensen
Ginger Dykaar

2. Oral communications.

Received Public Comment from:
Brian Peoples, Executive Director of Trail Now
Grace Voss, Santa Cruz County Cycling Club
Carey Pico
Jim Helmer, Ben Lomond.

In response to one of the public comments, Commission Chair McPherson directed staff to provide a report at next month’s RTC meeting on the City of Watsonville segment of the trail on the rail line right-of-way.
3. Additions or deletions to consent and regular agendas: Replacement pages for item 18 and handouts for items 14, 16, and 18.

**CONSENT AGENDA**

Commissioner Alternate Schiffrin moved and Commissioner Leopold seconded to approve the consent agenda. The motion passed unanimously with Commissioners Bertrand, Brown, Coffman-Gomez, Caput, Leopold, McPherson, Johnson, Rotkin, Gonzalez, and Commissioner Alternates Lind, Schiffrin, and Mulhearn voting “aye.”

**MINUTES**
4. Accepted draft minutes of the November 4, 2019 Bicycle Advisory Committee.

5. Approved draft minutes of the December 5, 2019 Regional Transportation Commission meeting.

6. Accepted draft minutes of the December 9, 2019 Bicycle Advisory Committee.

**POLICY ITEMS**

*No consent items.*

**PROJECTS and PLANNING ITEMS**
7. Approved Cooperative Agreement with Caltrans for Highway 9/SLV Complete Streets Project Initiation Document (*Resolution 84-19*).

*Received public comment from:*

Jim Helmer, Ben Lomond

8. Approved Highway 9/SLV Complete Streets: HSIP Grant Crosswalk Improvements Project Update and Funding Agreements (*Resolution 85-19*).

*Received public comment from:*

Jim Helmer, Ben Lomond

9. Approved Amendment to Administration Coordination and License (ACL) Agreement with St. Paul and Pacific Railroad.

**BUDGET AND EXPENDITURES ITEMS**

*No consent items.*

**ADMINISTRATION ITEMS**

*No consent items.*
INFORMATION/OTHER ITEMS
10. Accepted monthly meeting schedule.

11. Accepted correspondence log.

12. Accepted letters from RTC committees and staff to other agencies – none.

13. Accepted miscellaneous written comments from the public on RTC projects and transportation issues – none.

14. Accepted information items – none.

REGULAR AGENDA

15. Commissioner reports.

Commissioner Mike Rotkin announced that the Democratic Women’s Club of Santa Cruz County will hold a forum at the Santa Cruz Policy Community Room on Feb 8th at 10:00am. RTC staff and Friends of the Rail and Trail will present on planned improvements to the rail corridor.


Executive Director Guy Preston reported on the recent staff appointments; the upcoming groundbreaking celebration of Segment 7, Phase 1 of the coastal rail trail; City of Watsonville is expected to award a contract for construction on Segment 18 on January 21st. Regarding Highway 1 projects, bus-on-shoulder/auxiliary lane plans are consistent with the direction of the state and are expected to compete well for SCCP funding. Project from 41st Avenue to Soquel Avenue in final design; Second and third projects from State Park to Bay Porter and from Freedom to State Park are progressing pending environmental clearance. TIG/m trolley demonstration postponed to October.

Responding to public comment, Mr. Preston noted that while California bill AB 2363 is not specifically on the RTC legislative agenda the transportation safety issues addressed by the bill are and the RTC can communicate a position on AB 2363 accordingly and any other bills that may address those issues. Commissioners requested that given the TIG/m demonstration delay, that a full demonstration be in Watsonville be reconsidered and pursued.

17. Caltrans report.

Aileen Loe reported that Caltrans is accepting comments on the California Freight Mobility Plan until the end of the month. On January 8, 2020, Governor Newsom signed M-23-20 to fight homelessness in the state of California, assigning roles to the various agencies; Caltrans’ role is to assist in the leasing of property adjacent to highways and working with partners to aid in people’s transition to safer shelters. Pedestrian Safety Enhancement projects were pushed from February to April due to the addition of five locations on Highway...
and will utilize Highway Safety Improvement Program (HSIP) funds. Prioritization of Highway 152 project was reflected in the contractor agreement; funding is committed and construction is anticipated for construction in spring 2022; Drainage work will begin next week to address ponding on Highway 9 and Graham Hill Road. Other projects to be completed soon: striping widening, pavement preservation, and pedestrian safety.

Commissioners stressed the need for counterparts in south Santa Clara County to prioritize safety improvements to Highway 17.

Received public comment from:

Michael Saint, Campaign for Sustainable Transportation

18. **10:00 A.M. PUBLIC HEARING** Draft 2020 Measure D Strategic Implementation Plan.

Executive Director Guy Preston delivered the staff report. The purpose of the Strategic Implementation Plan (SIP) is to define the scope, cost, and delivery schedule of regional projects and programs. A central theme of this year’s inaugural SIP is leveraging. Mr. Preston discussed strategies for leveraging funds in the short and long term and more funding opportunities with the funding programs under SB-1. The current plan has a short-term focus of 5 years. Each year the plan will be updated to program one additional year, and the plans can be amended as need arises. The Request for Proposals (RFP) for the Freedom to State Park Drive Auxiliary Lane/Bus-on-Shoulder project has been released. The RTC solicited extensive public input on the SIP and recommended a public hearing.

Mr. Preston explained the strategic factors which enable RTC to leverage Measure D funds, comparing pay-as-you-go, bonding, financing, and grant funding. Measure D expected to bring in $760 million; with successful leveraging, the RTC could deliver several billion dollars’ worth of projects over the 30-year time period. Voter patience will be key as most projects require multiple years of planning before implementation. Mr. Preston’s experience leveraging self-help county funds 5 to 1 for transportation projects in Sonoma County lent credence to the SIP.

Commissioner comments: the Unified Corridor Study can be used to leverage funds; benefits of borrowing from ourselves over borrowing from others; regular updates to the funding strategy; response to public input; the simplified document helpful as an elevator pitch.

Received public comment from:

Ray Cancino, Community Bridges
Rick Longinotti, Campaign for Sustainable Transportation
Michael Saint, Campaign for Sustainable Transportation
David Date, La Selva Beach
Ryan Sarnataro, Live Oak
Brian Peoples, Executive Director of Trail Now
Bryan Largay
Sally Arnold, Board Chair of Friends of the Rail and Trail

Commissioner Comments: stressed voter approval of Measure D, which includes auxiliary lane projects. The Commission directed staff to respond to today’s public comments at the next meeting. Many commenters have observed that the planned improvements are very costly and questioned whether they are realistic given the revenue expected from Measure D. The passage of SB-1 soon after Measure D granted further opportunity to improve transit for motorists, bicyclists, and pedestrians in Santa Cruz County.

Commissioner Alternate Schiffirin motioned and Commissioner Gonzalez seconded to continue the item to the next meeting and direct staff to respond to public comments on this item at that meeting. The motion passed unanimously, with Commissioners Bertrand, Brown, Coffman-Gomez, Caput, Leopold, McPherson, Johnson, Rotkin, Gonzalez, and Commissioner Alternates Lind, Schiffirin, and Mulhearn voting “aye.”


Assistant Public Works Director Chris Schneiter reported on the status of several RTC-funded projects to include: Highway 1 and 9 improvement project, River & Water Street pavement rehabilitation, MBSST Trails, and Pacific Avenue sidewalk and beach area improvements.

20. Transit Corridor Alternatives Analysis Communications and Stakeholder Involvement Plan.

Communications Specialist Shannon Munz presented the staff report, asking for input and approval of the Stakeholder Involvement Plan (SIP).

Received public comment from:

Sally Arnold, Friends of the Rail and Trail
Manu Koenig, Candidate for Supervisor
Michael Saint, Campaign for Sustainable Transportation
Mark Mesiti-Miller

Commissioner Comments: stressed the importance of early notice to allow time for public review and responded to concerns that input on the Alternatives Analysis will be ignored; public input is taken; of the purpose of the Alternatives Analysis is to develop a financially feasible option for the Commission and the Transit Board to consider; weighed the pros and cons of focus group data gathered from interested/knowledgeable parties, and more far-reaching data collected by polling and surveys; RTC’s outreach plan represents a good-faith effort to solicit public participation in the Alternatives Analysis.

Commissioner Alternate Schiffirin made a motion to approve the staff recommendation to review, provide input and approve the Communications and Stakeholder Involvement Plan for the Transit Corridor Alternatives Analysis. Commissioner Brown seconded the motion. The motion passed unanimously.
with Commissioners Bertrand, Brown, Coffman-Gomez, Caput, Leopold, McPherson, R. Johnson, Rotkin, Gonzalez, and Commissioner Alternates Lind, Schiffren, and Mulhearn voting “aye.”

27. Meeting Adjourned at 11:29 a.m.

Next meetings.

The next RTC meeting is scheduled for Thursday, February 6, 2020 at 9:00 a.m. at the Watsonville City Council Chambers, 275 Main Street, Room 400, Watsonville, CA.

The next Transportation Policy Workshop meet is scheduled for Thursday, February 20, 2020 at 9:00 a.m. at the RTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

Respectfully Submitted,

Yesenia Parra

Yesenia Parra
Administrative Services Officer

Attendees:

Brian Peoples, Executive Director of Trail Now
Sally Arnold, Friends of the Rail and Trail
Mark Mesiti-Miller
Michael Saint, Campaign for Sustainable Transportation
David Date, La Selva Beach
Elaine Ingalls, Santa Cruz Sentinel
Grace Voss, Santa Cruz County Cycling Club
Carey Pico
James Helmer, San Lorenzo Valley Resident
Stephen Svete, Rincon Consultants
Janet Edwards
Johanna Lighthill
James Sandoval, SMART-TD
Becky Steinbruner
MINUTES
Thursday, January 16, 2020, 1:30 p.m.
SCCRTC Conference Room
1523 Pacific Ave., Santa Cruz, CA

ITAC MEMBERS PRESENT
Heather Adamson, Association of Monterey Bay Area Governments (AMBAG)
Jim Burr, Santa Cruz Public Works and Planning proxy
Piet Canin, Ecology Action
Murray Fontes, Watsonville Public Works and Planning proxy
Daryl Jordan, Scotts Valley Public Works
Anais Schenk, County Planning
Wondimu Mengistu, Santa Cruz METRO and proxy

Excused Absences: Claire Fliesler (Chair), Santa Cruz Planning; Gus Alfaro, Caltrans District 5 Planning; Teresa Buika, UCSC; Kailash Mozumder (Vice Chair), Capitola Public Works; Justin Meek, Watsonville Community Development

RTC Staff Present: Brianna Goodman (arrived 2:30pm), Rachel Moriconi, Amy Naranjo, Fernanda Pini, Guy Preston
Others Present: Gina Cole, Bike Santa Cruz County
Rufus Francis, Safety, Security and Risk Management Director, METRO

1. Call to Order: In the absence of the regular Chair and Vice Chair, Murray Fontes was designated as Chair for the meeting and called the meeting to order at 1:35 p.m.

2. Introductions: Self introductions were made

3. Oral Communications: None

4. Additions, deletions, or changes to consent and regular agendas: Item 11 was moved to the end of the agenda.

CONSENT AGENDA

Piet Canin and Gina Cole provided brief summaries of projects recommended for funding under Item 6. The Committee unanimously approved a motion (Schenk/Adamson) approving the consent agenda, with all members present voting “yes”.

5. Approved Minutes of the November 21, 2019 ITAC meeting

6. Approved recommendations for programming competitive RSTPX grant funds

7. Received Caltrans Updates
   a. Caltrans Project Updates
REGULAR AGENDA

8. Status of Ongoing Transportation Projects

Santa Cruz - Jim Burr reported that the City of Santa Cruz anticipates breaking ground for the Rail Trail Segment 7, phase 1 this month. Pre-construction work on Phase 2 continues. ATP-funded Safe Routes to Schools crosswalks projects are currently under construction, with another crossing project going out to bid soon. These projects will improve crossing at over 40 locations citywide.

County - Anais Schenk reported that the County kicked off their Caltrans’ planning grant-funded Active Transportation Plan, starting with identification of priority projects. The planning department is working on several General Plan updates and amendments to address new state regulations. Public works continues to work on several storm damage projects and is hiring project managers to work on major projects. The County is working with the RTC on grant proposals for SB1 competitive grants. Gina Cole appreciated the county’s work on Freedom Boulevard, 17th Avenue and several other locations that has resulted in improved bicycle lanes.

METRO - Rufus Francis reported that METRO is working to prepare the FTA-mandated safety plan by July 2020, which will require Association of Monterey Bay Area Governments (AMBAG) and Caltrans review. The plan includes safety performance metrics. Wondimu Mengistu reported that METRO is submitting grant applications for new zero emission buses to use Highway 1 bus-on-shoulder facilities and EV charging infrastructure, including a fast charger at Watsonville transit center.

Bike Santa Cruz County - Gina Cole reported on Light Up the Night, MBSST Segment 7 Groundbreaking, and Open Streets events, and its earn-a-bike programs at several middle and high schools. She noted that people have especially appreciated METRO’s demonstration of how to load bicycles on the front of buses at the Open Streets events.

Ecology Action - Piet Canin reported that Ecology Action is kicking off outreach events and safety trainings at UCSC, which also include e-bike demonstrations and bicycle light distribution. Ecology Action has also been providing information at Go Santa Cruz downtown employee events, and assisting with the County’s Active Transportation Plan.

1:50 p.m. Committee Member Jordan arrived.

Watsonville - Murray Fontes reported that the City of Watsonville’s green bicycle lane project is almost done. The city will be awarding a contract for the first phase of Segment 18 of the Monterey Bay Sanctuary Scenic Trail Network (MBSST), with construction scheduled to start in March or April. The Green Valley Road reconstruction project between Struve Slough and Freedom Blvd is ramping up. He also announced that the city will be hosting events during Public Works Week, including the famous egg drop.

Scotts Valley - Daryl Jordan reported that the city recently awarded the Glenwood Drive bike paths and rehabilitation project, which also includes new striping and speed feedback signs.
New trails at Glenwood Preserve are also being constructed.

9. **Draft Measure D Strategic Implementation Plan (SIP)**

Guy Preston provided an overview of the Measure D Strategic Implementation Plan (SIP), which includes scope, cost, and delivery schedule information for regional projects and programs. The plan includes updated revenue forecasts and strategies to use Measure D funds to leverage other grants and expedite delivery of Expenditure Plan projects. The RTC is currently soliciting input on the draft plan, with adoption scheduled for the February 2020 RTC board meeting.

Committee member comments included inquiries about funding opportunities for protected bicycle lanes on the Soquel Corridor; opportunities to leverage grants, use inter-program loans or financing to advance construction of the Rail Trail; and support to expedite highway projects. Some agencies expressed concerns about the level of RTC oversight proposed for regional programs and projects implemented by other agencies (Policy 4.15). Director Preston noted that RTC wants to be of assistance to agencies implementing regional category projects, especially those on the rail line, and to ensure RTC’s interests as property owner are also addressed. Several members indicated that their agencies are reviewing the plan and intend to submit additional comments.

10. **Draft 2020 State and Federal Legislative Programs**

Rachel Moriconi presented the preliminary draft 2020 state and federal legislative programs and requested that Committee members identify issues that the RTC should consider, pursue or monitor in 2020. Committee members discussed concerns about the state imposing new housing rules on local jurisdictions, SB743 thresholds and mitigation banks for vehicle miles traveled, transportation demand management methods to reduce VMT, potential impacts of the federal SAFE vehicle rule on local transportation projects, potential SB375 changes/land use-transportation greenhouse gas targets, High Quality Transit Corridor mandates and restrictions in areas that do not meet the definition, and challenges converting to electric buses.

11. **Other Transportation Program Updates** – discussed after item 13

Committee members shared information about the California Transportation Commission’s (CTC) Active Transportation Program (ATP) cycle 5 workshop and tour of several projects in Santa Cruz County. The Committee also discussed Air Resources Board Sustainable Transportation Equity Project (STEP) grants, which may be an option for areas with a state-defined Disadvantaged Communities (DAC).

12. **2045 Metropolitan Transportation Plan/ Sustainable Communities Strategy (MTP/SCS) and 2022 Regional Growth Forecast Update**

Heather Adamson provided updates on the MTP/SCS and Regional Growth Forecast. She provided updated timelines, noted there will be a scoping meeting for the Environmental Impact Report (EIR) on January 22, 2020 in Live Oak, and requested input on the draft MTP/SCS goals and performance measure. The committee discussed transit safety measures and defining high quality transit routes, growth opportunity areas and transit priority areas.
13. **2045 Santa Cruz County Regional Transportation Plan (RTP) Updates**

Amy Naranjo and Brianna Goodman provided an update on the development of the 2045 Regional Transportation Plan (RTP) and requested that the ITAC provide input on the draft goals, policies and targets for the 2045 RTP. Staff also requested that project sponsors and committee members review the 2040 Regional Transportation Plan (RTP) project list and provide updates, including any new projects for the 2045 Regional Transportation Plan. The Committee discussed including Vision Zero as a 2045 target, as well as the feasibility concerns of meeting such a target.

14. **The next meeting is scheduled for 1:30pm on February 20, 2020 in the RTC Conference Room.** The meeting will be canceled if there are no action items to be brought before the committee.

*Minutes prepared by: Rachel Moriconi, RTC Planner*

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AGENDA: February 6, 2020

TO: Regional Transportation Commission

FROM: Sarah Christensen P.E., Senior Transportation Engineer

RE: Highway 1 State Park/Freedom Auxiliary Lanes & Bus on Shoulder Cooperative Agreement with Caltrans

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve the attached resolution (Attachment 1) authorizing the Executive Director enter into a Cooperative Agreement (Attachment 2) with Caltrans for the environmental phase of the Highway 1 Auxiliary Lanes and Bus on Shoulder Project between State Park Drive and Freedom Boulevard, with the RTC as the implementing agency and Caltrans responsible for oversight, subject to legal review as to form.

BACKGROUND

The Highway 1 Corridor Investment Program was developed to relieve congestion and improve access to/from Highway 1 through Santa Cruz County. The program of projects includes auxiliary lanes, bus on shoulder improvements, and bicycle and pedestrian overcrossings. Future projects within the program include interchange modifications, ramp metering, and High Occupancy Vehicle (HOV) lanes. The Highway Corridor Program of Measure D comprises 25% of the funds with an Expenditure Plan that includes auxiliary lanes between Soquel Avenue/Drive and State Park Drive interchanges, bicycle and pedestrian overcrossings, traveler information and transportation demand management, and Highway Safety and Congestion Reduction.

In 2018 the RTC advanced and implemented the final design for the Highway 1 41st/Soquel Auxiliary Lanes, Bus on Shoulder, and Bike/Ped Overcrossing Project to achieve project readiness for funding opportunities, which is scheduled to be construction-ready in 2020 pending availability of funds for construction. In 2019 the RTC entered into a Cooperative Agreement with Caltrans and awarded a consultant contract for the preliminary engineering and environmental phase of the Highway 1 Bay/Porter to State Park Auxiliary Lanes and Bus on Shoulder Project which is underway.

Staff plans to apply for construction funds in cycle 2 of the Senate Bill 1 (SB1) Solutions for Congested Corridors (SCCP) and Local Partnership Program-Competitive (LPP-c) programs, with applications due in mid-2020. Cycle 2 of the SCCP and LPP-c program will allocate funds over FY 20/21, 21/22, and 22/23.
In November of 2019 the Commission authorized the Executive Director to enter into negotiations with Caltrans for a cooperative agreement outlining the responsibilities of the RTC and Caltrans District 5 for the environmental phase of the Highway 1 State Park/Freedom Auxiliary Lanes and Bus on Shoulder Project.

**DISCUSSION**

The Highway 1 State Park Drive to Freedom Boulevard Auxiliary Lanes and Bus on Shoulder project improvements include auxiliary lanes in both directions between State Park Drive and Freedom Boulevard interchanges, widening of the Highway 1 Bridge over Aptos Creek and Spreckles Drive, and replacement of two existing railroad bridges over Highway 1. It is proposed to replace the two existing railroad bridges with longer span bridges to provide sufficient space for the additional lanes along Highway 1 and able to accommodate both high-capacity public transit with an adjacent bicycle and pedestrian trail. The alternatives analysis for high-capacity public transit is underway, and is expected to be completed in early 2021.

Environmental clearance is a requirement for competitive SB 1 SCCP and LPP-c funding applications. Therefore, it is necessary to start this work soon in order to complete the environmental phase for SCCP and LPP-c cycle 3 grant application deadlines, which is expected in about 23 months. Staff recommends beginning the environmental phase of the Highway 1 Auxiliary Lanes and Bus on Shoulder Project between the State Park Drive and Freedom Boulevard interchanges in order to reach environmental clearance prior to the SB 1 SCCP and LPP-c cycle 3 application deadlines expected in 23 months. This project is consistent with the preferred scenario in the Unified Corridor Investment Study (UCS) adopted by the RTC earlier this year and would complete the auxiliary lanes projects in the program.

Staff released a Request for Proposals in November of 2019 to procure a professional engineering consultant to prepare the preliminary engineering and environmental documentation for the project. Staff is currently negotiating a contract with the top ranked consultant and plans to recommend awarding a contract as a future action. Staff negotiated a Cooperative Agreement with Caltrans (Attachment 2) identifying the RTC as the implementing agency and sponsor for the environmental phase of the project, with Caltrans providing oversight. **Staff recommends the Commission approve the attached resolution (Attachment 1) authorizing the Executive Director enter into a Cooperative Agreement with Caltrans for the environmental phase of the Highway 1 Auxiliary Lanes and Bus on Shoulder Project between State Park Drive and Freedom Boulevard, subject to final negotiation and legal review as to form.** Staff recommends entering into the Cooperative Agreement at this time in order to allow Caltrans to begin providing oversight for the project while the scope of the project is further developed.

**FISCAL IMPACT**

There are no fiscal impacts to enter into a cooperative agreement with Caltrans with the RTC as the implementing agency and sponsor for the environmental phase
of the project. The Cooperative Agreement identifies the RTC as the sponsor responsible for establishing the scope of the project and securing the financial resources to fund the work by the consultant. There is no cost to the RTC for oversight work performed by Caltrans. Once a professional engineering consultant contract is negotiated, staff will recommend awarding a contract which will include a budget amendment at that time to fund the work by the consultant as a future action.

**SUMMARY**

The RTC staff recommends authorizing the Executive Director to enter into a Cooperative Agreement with Caltrans for the environmental phase of the proposed Highway 1 Auxiliary Lanes and Bus on Shoulder Project between State Park Drive and Freedom Boulevard, with RTC as the implementing agency and Caltrans providing oversight.

**ATTACHMENTS**

1. Resolution
2. Draft Cooperative Agreement
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of February 6, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A
COOPERATIVE AGREEMENT WITH CALTRANS FOR THE PROJECT
APPROVAL/ENVIRONMENTAL DOCUMENT (PA/ED) PHASE FOR THE HIGHWAY 1 AUXILIARY
LANES AND BUS ON SHOULDER PROJECT BETWEEN STATE PARK AND FREEDOM,
SUBJECT TO FINAL NEGOTIATION AND LEGAL REVIEW AS TO FORM

WHEREAS, Highway 1 is the most heavily traveled highway in Santa Cruz County, is
often congested and has safety concerns; and

WHEREAS, Highway 1 serves as the backbone for the movement of people and goods
through the majority of the urban area in Santa Cruz County, providing access to schools,
commercial, residential, and recreational destinations;

WHEREAS, in January of 2019 the Commission adopted a preferred scenario for the
Highway 1, Branch Line, and Soquel Drive/Freedom Boulevard corridors as part of the
Unified Corridor Investment Study, which included implementation of auxiliary lanes and
bus on shoulder projects on Highway 1;

WHEREAS, in November of 2019 the RTC authorized the Executive Director to
negotiate a Cooperative Agreement with Caltrans for the PA/ED phase assuming the RTC
as the implementing agency and Caltrans providing oversight;

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION
COMMISSION THAT:

1. The Executive Director is authorized negotiate and execute a cooperative
agreement with Caltrans for the Project Approval/Environmental Document (PA/ED)
phase, subject to final agreement as to form by RTC Legal Counsel.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS
Bruce McPhearson, Chair

ATTEST:

____________________________
Guy Preston, Secretary

Attachments

1) DRAFT Caltrans Coop Agreement

Distribution: RTC Fiscal, RTC Engineer, Caltrans Project Manager

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COOPERATIVE AGREEMENT COVER SHEET

Work Description

CONSTRUCT NORTHBOUND AND SOUTHBOUND AUXILIARY LANES AND BUS ON SHOULDER IMPROVEMENTS BETWEEN THE STATE PARK DRIVE AND FREEDOM BOULEVARD INTERCHANGES ON HIGHWAY 1, CONSTRUCT RETAINING WALLS AND SOUND WALLS. THE PROJECT INCLUDES THE REPLACEMENT OF TWO RAILROAD BRIDGES WITH LONGER SPAN BRIDGES THAT CAN ACCOMMODATE BOTH HIGH CAPACITY PUBLIC TRANSIT AND A MULTIUSE TRAIL. THE PROJECT INCLUDES WIDENING OF THE HIGHWAY 1 BRIDGE OVER APTOS CREEK AND SPRECKLES DRIVE.

Contact Information

CALTRANS

Luis Duazo, Project Manager
50 Higuera Street
San Luis Obispo, CA 93401
Office Phone: (805) 542-4678
Mobile Phone: (805) 441-3775

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Sarah Christensen, Engineer
1523 Pacific Avenue
Santa Cruz, CA 95060
Office Phone: (831)460-3204
Email: schristensen@sccrtc.org
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COOPERATIVE AGREEMENT

This AGREEMENT, effective on ______________________________, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Santa Cruz County Regional Transportation Commission, a public corporation/entity, referred to hereinafter as SCCRTC.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

2. For the purpose of this AGREEMENT, construct northbound and southbound auxiliary lanes and bus on shoulder improvements between the State Park Drive and Freedom Boulevard interchanges on Highway 1, construct retaining walls and sound walls. The project includes the replacement of two railroad bridges with longer span bridges that can accommodate both high capacity public transit and a multiuse trail. The project includes widening of the Highway 1 bridge over Aptos Creek and Spreckles Drive. will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   • PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.
4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:

   • CALTRANS completed the Project Initiation Document on August 12, 2002.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.
RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SCCRTC is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SCCRTC is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

   PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The QMP describes the IMPLEMENTING AGENCY’s quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.
14. Each PARTY is responsible for the costs they incur in performing the WORK unless otherwise stated in this AGREEMENT.

**CALTRANS’ Quality Management**

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA), environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

16. CALTRANS’ Quality Management Assessment (QMA) efforts are to ensure that SCCRTC's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

18. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the NEPA Assignments memorandums, available at https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/policy-memos#LinkTarget_705. This also includes the independent judgement analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

19. SCCRTC will provide WORK-related products and supporting documentation upon CALTRANS’ request for the purpose of CALTRANS’ quality management work.
20. SCCRTC, including any employee, agent, consultant or sub-consultant retained by the SCCRTC, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the “Final Caltrans Environmental Records Retention Policy”, available at https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/nepa-recordretention-policy-final-a11y.pdf. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS’ written request.

21. The cost of CALTRANS’ quality management work is to be borne by CALTRANS.

**CEQA/NEPA Lead Agency**

22. CALTRANS is the CEQA Lead Agency for the PROJECT.

23. CALTRANS is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

24. SCCRTC will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to SCCRTC's responsibilities in this AGREEMENT.

25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

26. It is expected that the PROJECT requires the following environmental permits/approvals:

<table>
<thead>
<tr>
<th>ENVIRONMENTAL PERMITS/REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>404, US Army Corps Of Engineers</td>
</tr>
<tr>
<td>401, Regional Water Quality Control Board</td>
</tr>
<tr>
<td>Coastal Development Permit, California Coastal Commission</td>
</tr>
<tr>
<td>1602 California Department of Fish and Wildlife</td>
</tr>
<tr>
<td>U.S. Fish and Wildlife Service (Section 7 BO)</td>
</tr>
<tr>
<td>NOAA/NMFS (Section 7 BO)</td>
</tr>
</tbody>
</table>
Project Approval and Environmental Document (PA&ED)

27. As the PA&ED IMPLEMENTING AGENCY, SCCRTC is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

28. CALTRANS will be responsible for completing the following PA&ED activities:

<table>
<thead>
<tr>
<th>CALTRANS Work Breakdown Structure Identifier (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.10.10.xx Quality Management</td>
</tr>
<tr>
<td>165.15.15.xx Essential Fish Habitat Consultation</td>
</tr>
<tr>
<td>165.15.15.xx Section 7 Consultation</td>
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<tr>
<td>165.25.25 Approval to Circulate Resolution</td>
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<tr>
<td>175.20 Project Preferred Alternative</td>
</tr>
<tr>
<td>180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval</td>
</tr>
<tr>
<td>180.10.05.45 Section 7 Consultation</td>
</tr>
<tr>
<td>180.15.05 Record of Decision (NEPA)</td>
</tr>
<tr>
<td>180.15.10 Notice of Determination (CEQA)</td>
</tr>
</tbody>
</table>

29. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

30. SCCRTC will provide written notice of the initiation of environmental studies to the CEQA and NEPA Lead Agencies prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

31. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and SCCRTC will use, a letter template and a list of California Native American tribes requesting notification. SCCRTC will prepare consultation documentation for CALTRANS’ signature and transmittal in compliance with the statutorily required time frames.
32. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.

33. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency’s standards that apply to the CEQA process.

34. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.

35. SCCRTC will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.

36. SCCRTC will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow SCCRTC to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.

37. The CEQA Lead Agency will attend all CEQA-related public meetings.

38. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.
39. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

40. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at http://environment.fhwa.dot.gov/index.asp) and the CALTRANS Standard Environmental Reference.

41. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS’ review, comment, and approval prior to public availability.

42. SCCRTC will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. SCCRTC will submit all notices to CALTRANS for CALTRANS’ review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

43. The NEPA Lead Agency will attend all NEPA-related public meetings.

44. SCCRTC will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS’ review, comment, and approval at least ten (10) working days prior to the public meeting date.
45. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process. That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

46. SCCRTC will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency’s approval of the environmental document.

Schedule

47. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
Additional Provisions

Standards

48. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual

Qualifications

49. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

50. SCCRTC will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

51. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SCCRTC, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to SCCRTC, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
52. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

53. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

54. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

55. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

56. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.
57. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

58. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

59. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SCCRTC, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

60. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

SCCRTC and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SCCRTC each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SCCRTC will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

61. CALTRANS’ acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS’ policy on such acquisition.

Claims

62. SCCRTC may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
63. PARTIES will confer on any claim that may affect the WORK or PARTIES’ liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

64. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

65. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

66. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

**Interruption of Work**

67. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

68. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

**Penalties, Judgements and Settlements**

69. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

**Project Files**

70. SCCRTC will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. SCCRTC will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.
GENERAL CONDITIONS

Venue

71. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

72. All CALTRANS’ obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

73. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SCCRTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SCCRTC under this AGREEMENT. It is understood and agreed that SCCRTC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SCCRTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

74. Neither SCCRTC nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SCCRTC and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
Non-parties

75. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

76. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

77. SCCRTC will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SCCRTC waives the provisions of California Civil Code, Section 1654. A waiver of a PARTY’s performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

78. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

79. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

80. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SCCRTC will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES’ legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.
Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

81. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

**Prevailing Wage**

82. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY’s own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY’s employees is exempt from federal prevailing wage requirements.
SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Timothy M. Gubbins
District Director

VERIFICATION OF FUNDS AND AUTHORITY:

Julia Bolger
Resource Manager

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Guy Preston
Executive Director

Attest:

Sarah Christensen
Engineer

Approved as to form and procedure:

Steve Mattas
RTC Counsel
CLOSURE STATEMENT INSTRUCTIONS

Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.
CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 05-0365 and any amendments to the agreement. The final signature date on this document terminates agreement 05-0365 except survival articles. All survival articles in agreement 05-0365 will remain in effect until expired by law, terminated or modified in writing by the PARTIES’ mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

CALTRANS

______________________________  ______________________________
Name                                    Date
District Director

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

______________________________  ______________________________
Name                                    Date
Executive Director
AGENDA: February 6, 2020

TO: Santa Cruz County Regional Transportation Commission

FROM: Sarah Christensen, P.E., Senior Transportation Engineer & Jason Thompson, Planning Technician

RE: Contract Award for Erosion Control along the Santa Cruz Branch Rail Corridor

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt a resolution (Attachment 1) authorizing the Executive Director to enter into an agreement with Industrial Railways Company (Attachment 2) for an amount not to exceed $100,800 to install erosion control measures on failing slopes along the Santa Cruz Branch Rail corridor.

BACKGROUND

Heavy rainfall from winter storms in late 2019 have caused several slope failures along the Santa Cruz Branch Rail Line (SCBRL) corridor right-of-way. The RTC is responsible for maintaining the right-of-way and therefore is required to repair the damage and install measures that protect the slopes from further erosion.

In 2019, by resolution, the RTC elected to become subject to the procedures of the California Uniform Public Construction Cost Accounting Act (CUPCCAA), which allows the RTC to procure construction contractors for public projects up to $200,000 through an informal bidding process.

DISCUSSION

On January 7, 2020, RTC staff released a Request for Bids (RFB) for qualified construction contractors on the RTC’s CUPCCAA list to install erosion control measures in 3 parts. Part 1 of the RFB included the installation of temporary soil cover that will prevent further erosion from impending storms that could occur this winter season. Part 2 of the RFB included installation of permanent erosion control measures, to be scheduled later this year during the dry season. Part 3 of the RFB required contractors to include a rate sheet of labor and equipment, for future unforeseen erosion that may occur along the SCBRL to be compensated on a time and materials basis with a not to exceed budget amount. One bid was received from Industrial Railways Company, which was deemed complete and responsive.

Part 1
A contract with a value of $21,880 was executed with Industrial Railways Company on January 23, 2020 by the Executive Director to place temporary soil cover at 4 locations along the SCBRL. This contract was within the Executive Director’s signature authority and was executed as a separate, stand-alone contract with the
low bidder, Industrial Railways Company, in advance of the remaining parts of the contract due to prevent further damage to the slopes from occurring. Staff submitted an emergency coastal permit in order to install the temporary soil cover in January of 2020. Work on this contract is ongoing and is expected to be complete within 3 weeks of execution.

Part 2
Permanent erosion control needs to be installed at 2 locations to reinforce the slope. Part 2 includes removal of the temporary soil cover installed in part 1, and installation of permanent erosion control measures. This part of the contract will be compensated on a lump sum basis. The bid received by Industrial Railways Company was in the amount of $41,620.

Part 3
The intent of this part of the contract is for future unforeseen slides that occur along the SCBRL. The RFB required contractors to submit a rate sheet for labor and equipment. This part of the contract will be compensated on a time-and-materials basis with a not to exceed amount of $50,000. Having a contract in place will allow staff to respond quickly in the event that unforeseen erosion occurs in the future.

Staff recommends that the RTC approve a resolution (Attachment 1) authorizing the Executive Director to negotiate and execute a contract (Attachment 2) with Industrial Railways Company for Parts 2 and 3 of the erosion control installation within the SCBRL right-of-way for a total contract value not to exceed $100,800 and a term ending on June 30, 2021. Staff has included a contingency amount of 10% to cover future unforeseen circumstances that may occur during construction.

FISCAL IMPACT

The RTC’s budget for the Santa Cruz Branch Rail Line provides funds to maintain and repair the railroad infrastructure for preservation as needed. RTC’s approved Measure D Five-Year Program of Projects for the Rail category includes a total of $800,000 in FY 19/20 for track infrastructure, which could be undermined by the erosion. The FY 19/20 rail budget includes $4.9M for repairs and maintenance, leaving $4.8M available for other work. There is enough capacity remaining in this fiscal year’s budget, and there is enough remaining programming capacity in future year’s Measure D approved Five-Year Program of Projects to fund this work, therefore there are no new fiscal impacts associated with the proposed contract to install erosion control along the SCBRL.

SUMMARY

Staff procured a construction contractor to repair slope failures within the Santa Cruz Branch Rail corridor through the RTC’s informal bidding process. One bid was received from Industrial Railways Company. Staff recommends entering into a contract with Industrial Railways Company for the permanent repairs, and for future unforeseen repairs needed along the SCBRL corridor.
ATTACHMENTS:

1. Resolution
2. Draft Contract and Attachments
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of February 6, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH INDUSTRIAL RAILWAYS COMPANY IN AN AMOUNT NOT TO EXCEED $100,800 FOR EROSION CONTROL INSTALLATION ON WITHIN THE SANTA CRUZ BRANCH RAIL CORRIDOR

WHEREAS, the Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line (Branch Line) in October 2012;

WHEREAS, the RTC has ensured continuation of freight service with an agreement with a rail operator, implemented recreational rail service, began construction of a bicycle and pedestrian path and completed studies on potential additional uses of the branch rail line right-of-way;

WHEREAS, the agreement with the rail operator obligates the RTC to maintain the Santa Cruz Branch Rail corridor;

WHEREAS, winter storms from 2019 have caused erosion in several locations within the Santa Cruz Branch Rail line corridor;

WHEREAS, RTC staff procured a construction contractor from the list of qualified contractors established as part of opting in to the California Uniform Public Construction Cost Accounting Act;

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The Executive Director is authorized to enter into a Construction by Informal Bidding agreement with INDUSTRIAL RAILWAYS COMPANY for an amount not to exceed $91,620 for erosion control installation within the Santa Cruz Branch Rail corridor;

2. The Executive Director is authorized to issue amendments to the Construction by Informal Bidding agreement for term and/or for compensation for a total contract value of $100,800.

3. The Chair is authorized to authorize the Executive Director to issue additional amendments to the Construction by Informal Bidding agreement for compensation for up to $60,000 in total amendment value, provided there is enough approved budget capacity for proposed current year’s work and enough programming capacity for future year’s work.
AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

______________________________
Bruce McPhearson, Chair

ATTEST:

______________________________
Guy Preston, Secretary

Distribution: RTC Fiscal, RTC and Consultant Project Managers
INDEPENDENT CONTRACTOR AGREEMENT
CONSTRUCTION BY INFORMAL BIDDING

This contract for independent contractor services (the “Contract”) is entered into this day of ____________________ , 20____, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and INDUSTRIAL RAILWAYS COMPANY, hereinafter called CONTRACTOR. The parties agree as follows:

1. SERVICES. In accordance with the terms and conditions set forth in this Contract, CONTRACTOR agrees to perform all services described in the Scope of Services, attached as Exhibit A, which is incorporated herein for the benefit of the COMMISSION (hereinafter “the project”). In the event of a conflict in or inconsistency between the terms of this Contract and Exhibit A, this Contract shall prevail.

2. COMPENSATION.

Part 2 of the Scope of Work: In consideration for performing the Scope of Services in a manner acceptable to the Commission, the Commission shall pay the Contractor for such services on a lump sum basis. The total lump sum price paid to CONTRACTOR for Part 2 of the Scope of Work will include compensation for all work and incidentals, including travel and equipment described in Exhibit A Scope of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work. In the instance of a change in the scope of work, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COMMISSION based on the unit costs provided in the Bid Sheets dated January 21, 2020, included as Exhibit B. The total amount payable by COMMISSION shall not exceed $41,620 for Part 2 of the Scope of Work.

Part 3 of the Scope of Work: In consideration for CONTRACTOR accomplishing additional work similar to the work stated, COMMISSION agrees to pay CONTRACTOR as follows: Payment not to exceed $50,000 for Part 3 of the Scope of Work after receipt and contract manager approval of invoices with detailed time and materials cost breakdown according to Exhibit C Rate Sheet dated through December 31, 2018 upon the satisfactory completion of projects as directed by the COMMISSION contract manager.

A. Invoices. CONTRACTOR shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. CONTRACTOR shall have ninety (90) days after the completion of work to invoice COMMISSION for all amounts due and outstanding as governed by this Contract. In the event CONTRACTOR fails to invoice COMMISSION for all amounts due within such ninety (90) day period, CONTRACTOR shall waive its right to collect payment from COMMISSION.
B. **Payment.** COMMISSION shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.

C. **Reimbursable Expenses.** No expenses, costs, or liabilities of CONTRACTOR shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the Scope of Services (Exhibit A) and in the Fee Schedule (Exhibit B).

D. **Payment of Taxes.** CONTRACTOR is solely responsible for the payment of employment taxes incurred under this Contract and any similar federal or state taxes.

E. **Retention.** If this Contract is for the creation, construction, alteration, repair or improvement of any public structure, building, road or other improvement of any kind and the total compensation payable under this Contract will exceed $5000, five percent (5%) retention shall be withheld from progress payments and released as provided by Public Contract Code sections 9203 and 7107.

3. **TERM.** The term of this Contract shall be through June 30, 2021. If this Contract is placed on the RTC’s Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **EARLY TERMINATION.** COMMISSION may terminate this Contract at any time by giving thirty (30) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract for cause, after providing COMMISSION thirty (30) days’ written notice and opportunity to cure, specifying in detail the cause for termination.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COMMISSION (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

   A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COMMISSION. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. Such obligations to defend, hold harmless and indemnify the COMMISSION shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the COMMISSION.

   B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding). COMMISSION shall
provide timely notice to CONTRACTOR of third party claims relating to this Contract, as required by applicable law.

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be considered in excess of CONTRACTOR’S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COMMISSION.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor’s Protective Liability Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this contract, unless CONTRACTOR and COMMISSION both initial here: _____ / ____.

**A. Types of Insurance and Minimum Limits**

(1) Worker’s Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here: ________.

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR’S employees), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COMMISSION both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01, with a minimum limit of $2,000,000 per occurrence and $4,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Railroad Protective Liability insurance, or equivalent Commercial General Liability Insurance that does not exclude work on railroads, naming only SCCRTC and St. Paul & Pacific Railway as the insured with a combined single limit of $2,000,000 per occurrence with a $6,000,000 aggregate. A binder stating the policy is in place must be submitted to the SCCRTC until the original policy is forwarded to the SCCRTC.
(5) Professional Liability Insurance in the minimum amount of $____________combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COMMISSION ____ / ____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

Santa Cruz County Regional Transportation Commission
Attn: Risk Manager
1523 Pacific Avenue
Santa Cruz, CA 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COMMISSION as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages.
However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County Regional Transportation Commission  
Attn: Risk Manager  
1523 Pacific Avenue  
Santa Cruz, CA 95060

(5) CONTRACTOR hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COMMISSION by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COMMISSION has received a waiver of subrogation endorsement from the insurer.

(6) **Deductibles and Self-Insured Retentions.** CONTRACTOR shall disclose to and obtain the approval of COMMISSION for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the CONTRACTOR’S insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer’s liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer’s liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
B. If this Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR’S solicitation of goods and services.

(2) In the event of the CONTRACTOR’S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COMMISSION.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather
It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. **SUBCONTRACTING.** CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the COMMISSION. Where written approval is granted by the COMMISSION, CONTRACTOR shall supervise all work subcontracted by CONTRACTOR in performing the Services; shall be responsible for all work performed by a subcontractor as if CONTRACTOR itself had performed such work; the subcontracting of any work to subcontractors shall not relieve CONTRACTOR from any of its obligations under this Contract with respect to the Services; and CONTRACTOR is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 6, to COMMISSION’s satisfaction.

10. **RIGHT OF ENTRY AGREEMENT.** CONTRACTOR shall obtain a right of entry agreement with St. Paul & Pacific Railway (SPPR) in which 30-45 days are needed for SPPR to process this request. SPPR guidelines for obtaining a right of entry agreement are included as Exhibit D. At least ten (10) days before entering the Property under this right of entry agreement, CONTRACTOR will contact Jeannie McGovern, St. Paul & Pacific Railway to provide notice of the date, time, location, duration and nature of activity to be done. St. Paul & Pacific Railway’s contact information is: jmcgovern@progressiverail.com or Phone: (612) 271-2592.

11. **SAFETY TRAINING.** CONTRACTOR agrees to abide by all safety laws, regulations and requirements associated with working on and in the vicinity of a railroad track, and all conditions of entry that may be required by St. Paul & Pacific Railway to avoid interference with its rights, including but not limited to all terms and conditions set forth in the attached Exhibit D, incorporated herein. CONTRACTOR, subcontractors, and/or authorized agents shall be required to complete the railroad safety training prior to commencing work within the right of way.

12. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COMMISSION.

13. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Regional Transportation Commission has provided funding to the CONTRACTOR.

14. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment.
under this Contract or until a final audit report is accepted by COMMISSION, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Regional Transportation Commission, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that CONTRACTOR prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Contract shall be the property of the COMMISSION.

During the term of this Agreement, either party (the “Disclosing Party”) may disclose confidential, proprietary or trade secret information (the “Information”), to the other party (the “Receiving Party”). The Receiving Party shall hold the Disclosing Party’s Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. CONTRACTOR understands that COMMISSION is a public agency and is subject to the laws that may compel it to disclose information about CONTRACTOR’s business.

15. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

16. ATTORNEY’S FEE. If a Party to this Contract brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Contract, the prevailing Party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

17. VENUE. In the event that either Party brings any action against the other under this Contract, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Cruz or in the United States District Court for the Northern District of California.

18. PREVAILING WAGE. This agreement is covered under Prevailing Wage provisions if this section is initialed by COMMISSION _____________.

This agreement is subject to the Prevailing Wage provisions and provisions relating to certified payroll records and apprenticeship of the Labor Code of California and Department of Industrial Relations regulations. There shall be paid to each worker of the CONTRACTOR, or any of his subcontractors engaged in work on the project, not less than the prevailing wage rate regardless of any contractual relationship that may be alleged to exist between the Contractor or subcontractor of such worker. Holiday and overtime work, when permitted by law, shall be paid at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold
COMMISSION harmless against any claims, or demands, or liability arising from failure to comply with all applicable requirements under the Prevailing Wage and related requirements.

19. LICENSE, REGISTRATION, AND CLSB NOTICE. CONTRACTOR shall maintain all required licenses throughout the term of this Contract. CONTRACTOR shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. NOTICE: Contractors are required by law to be licensed and regulated by the Contractors’ State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.

20. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than $60,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Regional Transportation Commission.

21. WARRANTY. In addition to any and all warranties provided or implied by law or public policy, CONTRACTOR warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that CONTRACTOR shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. CONTRACTOR further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, CONTRACTOR shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Contract. In addition to all other rights and remedies which COMMISSION may have, COMMISSION shall have the right to require, and CONTRACTOR shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor’s failure to perform any Services in accordance with the standards required by this Contract. Moreover, if, during the term of this Contract (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by CONTRACTOR under this Contract fail due to defects in material and/or workmanship or other breach of this Contract, CONTRACTOR shall, upon any reasonable notice from COMMISSION, replace or repair the same to COMMISSION’s satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by CONTRACTOR in the performance of the Services shall be new and best of kind. Contractor hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

22. INTEGRATION; INCORPORATION. This Contract, including all the exhibits attached hereto, represents the entire and integrated agreement between COMMISSION and
CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

23. **SEVERABILITY.** If a court of competent jurisdiction finds or rules that any provision of this Contract is invalid, void, or unenforceable, the provisions of this Contract not so adjudged shall remain in full force and effect.

24. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any part of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Contract as of the date signed by the COMMISSION.
INDEPENDENT CONTRACTOR AGREEMENT
CONSTRUCTION BY INFORMAL BIDDING

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. Industrial Railways Company

By: _________________________ Date: _______

Chris Stotka

PRINTED

3. APPROVED AS TO INSURANCE

By: _________________________ Date: _______

Yesenia Parra

PRINTED

Company Name: Industrial Railways Company

Address: 675 E H St, Benicia, CA 94510

Telephone: (707) 361-5732
Fax: (707)752-2104
Email: info@indrailco.com

4. SANTA CRUZ COUNTY
REGIONAL TRANSPORTATION COMMISSION

By: _________________________ Date: _______

Guy Preston

PRINTED

1. APPROVED AS TO FORM:

______________________________ Date: ___________

Steven Mattas
COMMISSION Counsel

DISTRIBUTION:
- RTC Project File, Admin, Fiscal
- Contractor
Exhibit A – Scope of Work

Location 1: MP 8.68 near Manresa State Beach, La Selva Beach

Location 1 Access: From Vista Drive take the small dirt road south until you reach the track. Travel southeast along the tracks approximately 300 ft. until you reach the erosion site. See map below:

Location 1 Scope of Work:

Remove short term soil cover, clearing and grubbing, excavation and off haul of 15 CY of native material, installation and compaction of 15 CY of imported fill, re-establish 50 linear feet of drainage ditch on the inland side of the railroad tracks, and installation of 500 SF of wire blanket in accordance with Caltrans standards: https://dot.ca.gov/programs/design/lap-erosion-control-design/tool-1-lap-erosion-control-toolbox/tool-1aa-27-wire-blanket
Location 1 Site Photos:
Location 2: MP 11.04 near Via Palo Alto, Aptos

Location 2 Access: From the intersection of Club House Drive and Sumner Avenue, travel northwest along the track approximately 1,200 ft. until you reach the erosion site. The erosion site is located adjacent to 745 Via Palo Alto, Aptos. See below:

Location 2 Scope of Work:

This site had an erosion control blanket installed in 2019 which has failed. The repair work includes installation of 600 SF of wire blanket in accordance with Caltrans standards: https://dot.ca.gov/programs/design/lap-erosion-control-design/tool-1-lap-erosion-control-toolbox/tool-1aa-27-wire-blanket

No clearing & grubbing is proposed due to the lack of established planting. Earthwork is not anticipated.
Location 2 Site Photos
Exhibit B – Bid Sheets

Location 1 MP 8.68 near Manresa State Beach, La Selva Beach

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Clearing &amp; Grubbing</td>
<td>LS</td>
<td>1</td>
<td>$2490</td>
<td>$2490</td>
</tr>
<tr>
<td>5</td>
<td>Excavation &amp; off haul</td>
<td>CY</td>
<td>15</td>
<td>$266</td>
<td>$3990</td>
</tr>
<tr>
<td>6</td>
<td>Imported Fill</td>
<td>CY</td>
<td>15</td>
<td>$300</td>
<td>$4500</td>
</tr>
<tr>
<td>7</td>
<td>Re-establish Drainage Ditch</td>
<td>LF</td>
<td>50</td>
<td>$2490</td>
<td>$2490</td>
</tr>
<tr>
<td>8</td>
<td>Install Wire Blanket</td>
<td>SF</td>
<td>500</td>
<td>$17</td>
<td>$8500</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE** $21,970

Location 2 MP 11.04 near Via Palo Alto, Aptos

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Clearing &amp; Grubbing</td>
<td>LS</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>Excavation &amp; off haul</td>
<td>CY</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>6</td>
<td>Imported Fill</td>
<td>CY</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>7</td>
<td>Re-establish Drainage Ditch</td>
<td>LF</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>8</td>
<td>Install Wire Blanket</td>
<td>SF</td>
<td>600</td>
<td>$32.75</td>
<td>$19650</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE** $19,650
Exhibit C – Rate Sheet
T & M RATES

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>STRAIGHT TIME</th>
<th>OVER TIME</th>
<th>DOUBLE TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPERINTENDENT/FOREMAN</td>
<td>$ 86.08</td>
<td>$ 129.12</td>
<td>$ 172.16</td>
</tr>
<tr>
<td>LABOR FOREMAN</td>
<td>$ 77.17</td>
<td>$ 115.76</td>
<td>$ 154.34</td>
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<tr>
<td>OPERATOR</td>
<td>$ 77.17</td>
<td>$ 115.76</td>
<td>$ 154.34</td>
</tr>
<tr>
<td>LABORER</td>
<td>$ 64.90</td>
<td>$ 97.35</td>
<td>$ 129.80</td>
</tr>
</tbody>
</table>

There is a minimum labor charge of 4-6-8 hours. If labor use is 3 hours then a 4 hour minimum will be charged. If labor use is 7 hours, then an 8 hour minimum will be charged.

Subcontractors will be billed with a 10% markup.

Labor rates are valid through 12/31/18.
## Railroad Spur Track Maintenance

These rates are effective 2/1/17

<table>
<thead>
<tr>
<th>Description</th>
<th>Per Hour</th>
<th>Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Ton Flatbed w/ Liftgate and Tools</td>
<td>$41.25</td>
<td>$330.00</td>
</tr>
<tr>
<td>10 Ton Hydraulic Rail Puller</td>
<td>N/A</td>
<td>$385.00</td>
</tr>
<tr>
<td>420 Backhoe</td>
<td>N/A</td>
<td>$416.00</td>
</tr>
<tr>
<td>430 Backhoe</td>
<td>N/A</td>
<td>$560.00</td>
</tr>
<tr>
<td>Acetylene Cutting Torch</td>
<td>$4.95</td>
<td>$39.60</td>
</tr>
<tr>
<td>Air Compressor</td>
<td>N/A</td>
<td>$192.50</td>
</tr>
<tr>
<td>Arc Welding Truck w/ Rods &amp; Supplies</td>
<td>$41.25</td>
<td>$330.00</td>
</tr>
<tr>
<td>Bobcat with Trailer</td>
<td>N/A</td>
<td>$325.00</td>
</tr>
<tr>
<td>Bobcat Attachments-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydraulic Hammer</td>
<td>N/A</td>
<td>$268.00</td>
</tr>
<tr>
<td>Street Sweeper</td>
<td>N/A</td>
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<tr>
<td>Bolt Machine Track Mounted</td>
<td>$22.77</td>
<td>$182.16</td>
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<tr>
<td>Double-Drum Rollers</td>
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<td></td>
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<tr>
<td>36”</td>
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<tr>
<td>48”</td>
<td>N/A</td>
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<tr>
<td>51”</td>
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<td>$514.00</td>
</tr>
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<td>59”</td>
<td>N/A</td>
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<tr>
<td>Dozers</td>
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<tr>
<td>D3</td>
<td>N/A</td>
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<tr>
<td>D4</td>
<td>N/A</td>
<td>$732.00</td>
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<tr>
<td>D6</td>
<td>N/A</td>
<td>$934.00</td>
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<tr>
<td>Dual Spiker, P.B. 88.</td>
<td>$16.50</td>
<td>$132.00</td>
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<tr>
<td>Dump Truck - Large - 5/6 Yard Capacity</td>
<td>$51.57</td>
<td>$412.50</td>
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<tr>
<td>Excavators</td>
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<tr>
<td>#303</td>
<td>N/A</td>
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<td>#305</td>
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<td>#325</td>
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<td>#330</td>
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<td>Excavator Attachments</td>
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<tr>
<td>Hydraulic Rail-Handler</td>
<td>N/A</td>
<td>$760.00</td>
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<tr>
<td>Hydraulic Tie-Jig</td>
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<tr>
<td>Forklifts</td>
<td></td>
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<td>6000#</td>
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<td>10000#</td>
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<td>12000#</td>
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<tr>
<td>Gasoline Powered Chain Saw (RAILSAW)</td>
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<td>Generator - Generating Unit</td>
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<tr>
<td>Grinder</td>
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<td>$27.08</td>
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<td>Hi-Rail Truck</td>
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<td>$384.00</td>
</tr>
<tr>
<td>DESCRIPTION</td>
<td>PER HOUR</td>
<td>PER DAY</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>HYDRAULIC POWER PACK W/ MISC</td>
<td>$45.00</td>
<td>$360.00</td>
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<tr>
<td>JACK HAMMER - SPIKE DRIVER - PAVEMENT BREAKER</td>
<td>$15.13</td>
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<tr>
<td>JACKSON TIE TAMING PLANT WITH 4 GUNS</td>
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<tr>
<td>JACKSON TIE INSERTER</td>
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<td>KERSHAW ON-TRACK BALLAST REGULATOR</td>
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<tr>
<td>LOADERS</td>
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<tr>
<td>SKIP</td>
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<tr>
<td>2.5 YD</td>
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<tr>
<td>3 YD</td>
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<tr>
<td>4 YD</td>
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<td>5 YD</td>
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<td>LUTTING LOW RAILER</td>
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<td>MOTOR GRADER</td>
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<td>OPERATED SEMI - 4 HR MINIMUM</td>
<td>$121.00</td>
<td>$968.00</td>
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<td>PETTIBONE 445 SPEEDSWING</td>
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<td>PORTABLE PUSH CAR</td>
<td>$3.32</td>
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<td>RAIL DRILL WITH BITS SUPPLIED &amp; SHARPENED</td>
<td>$13.75</td>
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<td>RGW MECHANIC W/ TRUCK</td>
<td>$160.00</td>
<td>$1,280.00</td>
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<td>50&quot;</td>
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<td>60&quot;</td>
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<td>84&quot;</td>
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<td>VIBRATOR PLATE</td>
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</table>

~THESE RATES INCLUDE EQUIPMENT MAINTENANCE, INSURANCE, FUEL, TAXES, PROFIT, & OVERHEAD
~EQUIPMENT PRICES DO NOT INCLUDE DELIVERY WHICH WILL BE BILLED SEPARATELY
~NON OWNED EQUIPMENT (Submitted with third party invoice) is cost + 10% +Tax
~GRAPHITE LUBE - $64.00 PER GALLON
Exhibit D – St. Paul and Pacific Railway Guidelines
Guidelines for Document Submission 
Railroad Right of Way

The requested documents and fee payments must be emailed and mailed to addresses below prior to any and all work within the Railroad Right of Way.

Application for Right of Entry (Contact Nikolas Shepard and Jeannie McGovern for form)
A one-time, nonrefundable Application Processing Fee is: $1,500.00
- General Contractor shall include all subcontractors and submit requested documents.
- All work within the Railroad Right of Way shall be described in the Scope of Work.

Right of Way Contract (Contact Nikolas Shepard and Jeannie McGovern for form)

Flag rate for Standard Project is $2000.00/ 8-hour day; Flag rate for Govt. Project is $500.00/day
- Flagging Charges will be assessed to Contractor submitting the Right of Way Release Form.
- Flagging rates are based on an 8-hour day, during Normal Business Hours between 7:30 A.M. and 3:30 P.M, Monday-Friday (excluding Holidays). Flagging required outside of the Normal Business Hours will be assessed as a second Day rate charge.
- Each Contractor shall submit form for each project (Date Specific) unless there is a General Contractor responsible for the entire Project and its Sub-Contractors.

A Flagman is required when work will take place within 25’ of the nearest rail. Rates will be assessed after the completed project and remitted to Contractor for payment.

COI from the General Contractor and ALL Sub Contractors (Submit)
- Certificate of Insurance (COI)
  A Certificate of Insurance is required from each Contractor/Entity who will be working within the Railroad Right of Way. The COI must state that a minimum of 2 Million Dollars in Liability Coverage is possessed by that Contractor as well as the GL policy including the CG2417 Railroad Protective Liability Policy or equivalent “Contractual Liability – Railroads”. The Railroad shall be listed as a certificate holder on each COI. Each COI must be submitted via email. Note that if the project has an established General Contractor, that General Contractor must provide the above-mentioned Railroad Protective Policy.

Railroad Contact Information
Please email and mail required documents to:

Nikolas Shepard
General Manager of Crossings & Signals
Progressive Rail Inc.
Cell – 1(715)379-4686
nshepard@progressiverail.com

Jeannie McGovern
Progressive Rail Inc.
21778 Highview Ave.
Lakeville, MN 55044
jmcgovern@progressiverail.com

9-32
TO: Regional Transportation Commission (RTC)  
FROM: Sarah Christensen, P.E., Senior Transportation Engineer & Jason Thompson, Transportation Planning Technician  
RE: Construction Contract Award for Handrail and Walkway Repairs, and “No Trespassing” sign installation on Bridges on the Santa Cruz Branch Rail Line

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt a resolution (Attachment 1) authorizing the Executive Director to enter into a Construction by Informal Bidding agreement with Industrial Railways Company (Attachment 2) for an amount not to exceed $47,700 to repair handrails and walkways, and install “No Trespassing” signs on bridges along the Santa Cruz Branch Rail corridor.

BACKGROUND

The bridge inspections performed in 2018 identified 7 bridges requiring repairs to the handrails and inspection walkways along the Santa Cruz Branch Rail Line (SCBRL). The RTC is responsible for maintaining all bridges on the SCBRL per Section 5 of the Administration, Coordination, and License (ACL) Agreement with St. Paul & Pacific Railroad (SPPR). Walkways and handrails are essential to maintaining the infrastructure of bridges by providing personnel with access for inspections and repairs, and repairs are needed in order to comply with the Federal Railroad Administration (FRA) safety requirements.

In 2019, by resolution, the RTC elected to become subject to the procedures of the California Uniform Public Construction Cost Accounting Act (CUPCCAA), which allows the RTC to procure construction contractors for public projects up to $200,000 through an informal bidding process.

DISCUSSION

Staff released a request for bids (RFB) on January 8, 2020 seeking a qualified construction contractor to repair handrails and inspection walkways at 7 bridges along the SCBRL. The bridges requiring repairs are as follows:  
- Milepost (MP) 0.86 Bridge near Florence Street in Pajaro  
- MP 1.06 Pajaro River Bridge in Watsonville  
- MP 8.64 San Andreas Road in La Selva  
- MP 12.39 Soquel Drive in Aptos  
- MP 15.89 Capitola Trestle
Staff recommends the replacement of approximately 130 linear feet of handrail, 320 linear feet of walkway, and 6 handrail posts. Completing this work will ensure that the Santa Cruz Branch Rail line bridges remain accessible for maintenance activities and are compliant with FRA requirements.

The inspection walkways on SCBRL bridges are specifically designed for qualified personnel working on the bridges. No trespassing signs are required to be installed on both ends of each bridge along the SCBRL to prevent trespassing by members of the public. There are a total of 10 “No Trespassing” signs with posts at both ends of 5 bridges needing to be installed. The bridges requiring sign installation are as follows:

- MP 9.09 Bridge over Leonard Gulch
- MP 10.45 Bridge over Bush Gulch
- MP 11.16 Bridge over Drainage at Hidden Beach
- MP 12.39 Bridge over Soquel Drive in Aptos Village
- MP 18.84 Bridge over Small Craft Harbor in Santa Cruz

One bid was received from Industrial Railways Company in the amount of $43,331, which was deemed complete and responsive. **Staff recommends that the RTC approve a resolution (Attachment 1) authorizing the Executive Director to negotiate and execute a Construction by Informal Bidding agreement (Attachment 2) with Industrial Railways Company for handrail and walkway repairs and installation of No Trespassing signs on bridges along the SCBRL for a total contract value not to exceed $47,700 and a term ending on December 31, 2020.** Staff has included a contingency amount of 10% to cover future unforeseen circumstances that may occur during construction.

**FISCAL IMPACT**

The RTC’s budget for the Santa Cruz Branch Rail Line provides funds to maintain and repair the railroad infrastructure for preservation as needed. The approved Measure D-Rail Corridor Five-Year Program of Projects includes a total of $500,000 for Railroad Bridge Rehabilitation, which includes work to maintain bridges. The FY 19/20 budget includes $792,000 for Railroad Structures Inspections, Analysis, and Rehabilitation. There is enough capacity remaining in this fiscal year’s budget, and there is enough remaining programming capacity in future year’s Measure D approved Five-Year Program of Projects to fund this work, therefore there are no new fiscal impacts associated with the proposed contract to repair bridge handrails and walkways and install “No Trespassing” signs along the SCBRL.

**SUMMARY**

Staff released a Request for Bids (RFB) for a construction contractor to repair handrails and walkways, and install “No Trespassing” signs on bridges on the Santa Cruz Branch Rail Line (SCBRL) through the RTC’s informal bidding process. One bid
was received from Industrial Railways Company. Staff recommends entering into a contract with Industrial Railways Company for handrail and walkway repairs on 7 bridges and “No Trespassing” sign installation on 5 bridges along the SCBRL.

**ATTACHMENTS:**
1. Resolution
2. Draft Contract and Attachments
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission on the date of February 6, 2020 on the motion of Commissioner duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH INDUSTRIAL RAILWAYS COMPANY IN AN AMOUNT NOT TO EXCEED $47,700 TO PERFORM REPAIRS ON HANDRAILS AND WALKWAYS, AND INSTALL "NO TRESPASSING" SIGNS ON BRIDGES WITHIN THE SANTA CRUZ BRANCH RAIL CORRIDOR

WHEREAS, the Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line (Branch Line) in October 2012;

WHEREAS, the RTC has ensured continuation of freight service with an agreement with a rail operator, implemented recreational rail service, began construction of a bicycle and pedestrian path and completed studies on potential additional uses of the branch rail line right-of-way;

WHEREAS, the agreement with the rail operator obligates the RTC to maintain the bridges along the Santa Cruz Branch corridor according to FRA standards;

WHEREAS, the 2018 bridge inspections identified walkways and handrails that require repairs in order to be in compliance with FRA standards;

WHEREAS, “No Trespassing” signs are required to prevent trespassing violations by members of the public; and

WHEREAS, RTC staff procured a construction contractor from the list of qualified contractors established as part of opting in to the California Uniform Public Construction Cost Accounting Act;

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The Executive Director is authorized to enter into a construction contractor agreement with INDUSTRIAL RAILWAYS COMPANY for an amount not to exceed $43,331 for repairs of handrails and walkways, and sign installation on bridges within the Santa Cruz Branch Rail corridor;

2. The Executive Director is authorized to issue amendments to the Construction by Informal Bidding agreement for term and/or for compensation for a total contract value of $47,700.

3. The Chair is authorized to authorize the Executive Director to issue additional amendments to the Construction by Informal Bidding agreement for compensation for up to $60,000 in total amendment value, provided there is enough approved

10-5
budget capacity for proposed current year’s work and enough programming capacity for future year’s work.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

______________________________
Bruce McPhearson, Chair

______________________________
Guy Preston, Secretary

Distribution: RTC Fiscal, RTC and Consultant Project Managers

\rtcserv2\shared\rtc\tc2019\tc1219\consent\ph1 bridge repairs - consultant contract award\att 1-ph1bridgerepairs-res.docx
Contract No.___________

INDEPENDENT CONTRACTOR AGREEMENT
CONSTRUCTION BY INFORMAL BIDDING

This contract for independent contractor services (the “Contract”) is entered into this day of __________________________, 20________, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and INDUSTRIAL RAILWAYS COMPANY, hereinafter called CONTRACTOR. The parties agree as follows:

1. SERVICES. In accordance with the terms and conditions set forth in this Contract, CONTRACTOR agrees to perform all services described in the Scope of Services, attached as Exhibit A, which is incorporated herein for the benefit of the COMMISSION (hereinafter “the project”). In the event of a conflict in or inconsistency between the terms of this Contract and Exhibit A, this Contract shall prevail.

2. COMPENSATION. In consideration for performing the Scope of Services in a manner acceptable to the Commission, the Commission shall pay the Contractor for such services on a lump sum basis. The total lump sum price paid to CONTRACTOR will include compensation for all work and incidentals, including travel and equipment described in Exhibit A Scope of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work. In the instance of a change in the scope of work, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COMMISSION based on the unit costs provided in the Bid Sheets dated January 21, 2020, included as Exhibit B. The total amount payable by COMMISSION shall not exceed $43,331.

   A. Invoices. CONTRACTOR shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. CONTRACTOR shall have ninety (90) days after the completion of work to invoice COMMISSION for all amounts due and outstanding as governed by this Contract. In the event CONTRACTOR fails to invoice COMMISSION for all amounts due within such ninety (90) day period, CONTRACTOR shall waive its right to collect payment from COMMISSION.

   B. Payment. COMMISSION shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.

   C. Reimbursable Expenses. No expenses, costs, or liabilities of CONTRACTOR shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the Scope of Services (Exhibit A) and in the Fee Schedule (Exhibit B).

   D. Payment of Taxes. CONTRACTOR is solely responsible for the payment of employment taxes incurred under this Contract and any similar federal or state taxes.
E. **Retention.** If this Contract is for the creation, construction, alteration, repair or improvement of any public structure, building, road or other improvement of any kind and the total compensation payable under this Contract will exceed $5000, five percent (5%) retention shall be withheld from progress payments and released as provided by Public Contract Code sections 9203 and 7107.

3. **TERM.** The term of this Contract shall be through December 31, 2020. If this Contract is placed on the RTC’s Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **EARLY TERMINATION.** COMMISSION may terminate this Contract at any time by giving thirty (30) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract for cause, after providing COMMISSION thirty (30) days’ written notice and opportunity to cure, specifying in detail the cause for termination.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COMMISSION (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

   A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COMMISSION. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. Such obligations to defend, hold harmless and indemnify the COMMISSION shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the COMMISSION.

   B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding). COMMISSION shall provide timely notice to CONTRACTOR of third party claims relating to this Contract, as required by applicable law.

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be considered in excess of CONTRACTOR’S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall
be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COMMISSION.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor’s Protective Liability Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this contract, unless CONTRACTOR and COMMISSION both initial here: _____ / ____.

A. **Types of Insurance and Minimum Limits**

(1) Worker’s Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here: ________.

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR’S employees), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COMMISSION both certify to this fact by initialing here _____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01, with a minimum limit of $2,000,000 per occurrence and $4,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Railroad Protective Liability insurance, or equivalent Commercial General Liability Insurance that does not exclude work on railroads, naming only SCCRTC and St. Paul & Pacific Railway as the insured with a combined single limit of $2,000,000 per occurrence with a $6,000,000 aggregate. A binder stating the policy is in place must be submitted to the SCCRTC until the original policy is forwarded to the SCCRTC.

(5) Professional Liability Insurance in the minimum amount of $__________combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COMMISSION _____ / ____.

B. **Other Insurance Provisions**

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may
maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

Santa Cruz County Regional Transportation Commission
Attn: Risk Manager
1523 Pacific Avenue
Santa Cruz, CA 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COMMISSION as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County Regional Transportation Commission
Attn: Risk Manager
1523 Pacific Avenue
Santa Cruz, CA 95060

(5) CONTRACTOR hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the
COMMISSION by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COMMISSION has received a waiver of subrogation endorsement from the insurer.

(6) **Deductibles and Self-Insured Retentions.** CONTRACTOR shall disclose to and obtain the approval of COMMISSION for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the CONTRACTOR’S insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer’s liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer’s liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider
Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR’S solicitation of goods and services.

(2) In the event of the CONTRACTOR’S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COMMISSION.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

   PRINCIPAL TEST: The CONTRACTOR rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

   SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONTRACTOR and COMMISSION believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.
9. **SUBCONTRACTING.** CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the COMMISSION. Where written approval is granted by the COMMISSION, CONTRACTOR shall supervise all work subcontracted by CONTRACTOR in performing the Services; shall be responsible for all work performed by a subcontractor as if CONTRACTOR itself had performed such work; the subcontracting of any work to subcontractors shall not relieve CONTRACTOR from any of its obligations under this Contract with respect to the Services; and CONTRACTOR is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 6, to COMMISSION’s satisfaction.

10. **RIGHT OF ENTRY AGREEMENT.** CONTRACTOR shall obtain a right of entry agreement with St. Paul & Pacific Railway (SPPR) in which 30-45 days are needed for SPPR to process this request. SPPR guidelines for obtaining a right of entry agreement are included as Exhibit C. At least ten (10) days before entering the Property under this right of entry agreement, CONTRACTOR will contact Jeannie McGovern, St. Paul & Pacific Railway to provide notice of the date, time, location, duration and nature of activity to be done. St. Paul & Pacific Railway’s contact information is: jmcgovern@progressiverail.com or Phone: (612) 271-2592.

11. **SAFETY TRAINING.** CONTRACTOR agrees to abide by all safety laws, regulations and requirements associated with working on and in the vicinity of a railroad track, and all conditions of entry that may be required by St. Paul & Pacific Railway to avoid interference with its rights, including but not limited to all terms and conditions set forth in the attached Exhibit C, incorporated herein. CONTRACTOR, subcontractors, and/or authorized agents shall be required to complete the railroad safety training prior to commencing work within the right of way.

12. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COMMISSION.

13. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Regional Transportation Commission has provided funding to the CONTRACTOR.

14. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COMMISSION, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Regional Transportation Commission, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that CONTRACTOR prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Contract shall be the property of the COMMISSION.

During the term of this Agreement, either party (the “Disclosing Party”) may disclose confidential, proprietary or trade secret information (the “Information”), to the other party (the “Receiving
Party”). The Receiving Party shall hold the Disclosing Party’s Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. CONTRACTOR understands that COMMISSION is a public agency and is subject to the laws that may compel it to disclose information about CONTRACTOR’s business.

15. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

16. **ATTORNEY’S FEE.** If a Party to this Contract brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Contract, the prevailing Party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

17. **VENUE.** In the event that either Party brings any action against the other under this Contract, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Cruz or in the United States District Court for the Northern District of California.

18. **PREVAILING WAGE.** This agreement is covered under Prevailing Wage provisions if this section is initialed by COMMISSION ______________.

This agreement is subject to the Prevailing Wage provisions and provisions relating to certified payroll records and apprenticeship of the Labor Code of California and Department of Industrial Relations regulations. There shall be paid to each worker of the CONTRACTOR, or any of his subcontractors engaged in work on the project, not less than the prevailing wage rate regardless of any contractual relationship that may be alleged to exist between the Contractor or subcontractor of such worker. Holiday and overtime work, when permitted by law, shall be paid at a rate of at least one and one-half (1 ½) times the above specified rate of per diem wages, unless otherwise specified. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold COMMISSION harmless against any claims, or demands, or liability arising from failure to comply with all applicable requirements under the Prevailing Wage and related requirements.

19. **LICENSE, REGISTRATION, AND CLSB NOTICE.** CONTRACTOR shall maintain all required licenses throughout the term of this Contract. CONTRACTOR shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. 

**NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors’ State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be
referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.

20. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than $60,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Regional Transportation Commission.

21. **WARRANTY.** In addition to any and all warranties provided or implied by law or public policy, CONTRACTOR warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that CONTRACTOR shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. CONTRACTOR further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, CONTRACTOR shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Contract. In addition to all other rights and remedies which COMMISSION may have, COMMISSION shall have the right to require, and CONTRACTOR shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor’s failure to perform any Services in accordance with the standards required by this Contract. Moreover, if, during the term of this Contract (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by CONTRACTOR under this Contract fail due to defects in material and/or workmanship or other breach of this Contract, CONTRACTOR shall, upon any reasonable notice from COMMISSION, replace or repair the same to COMMISSION's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by CONTRACTOR in the performance of the Services shall be new and best of kind. Contractor hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

22. **INTEGRATION; INCORPORATION.** This Contract, including all the exhibits attached hereto, represents the entire and integrated agreement between COMMISSION and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

23. **SEVERABILITY.** If a court of competent jurisdiction finds or rules that any provision of this Contract is invalid, void, or unenforceable, the provisions of this Contract not so adjudged shall remain in full force and effect.

24. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by
all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any part of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Contract as of the date signed by the COMMISSION.

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INDEPENDENT CONTRACTOR AGREEMENT
CONSTRUCTION BY INFORMAL BIDDING

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. Industrial Railways Company

By: _________________________ Date: ______
   Chris Stotka
   PRINTED

3. APPROVED AS TO INSURANCE

By: _________________________ Date: ______
   Yesenia Parra
   PRINTED

Company Name:  Industrial Railways Company
Address:  675 E H St, Benicia, CA 94510
Telephone:  (707) 361-5732
Fax:  (707)752-2104
Email:  info@indrailco.com

4. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: _________________________ Date: ______
   Guy Preston
   PRINTED

1. APPROVED AS TO FORM:

______________________________ Date: ___________
   Steven Mattas
   COMMISSION Counsel

DISTRIBUTION:
   •  RTC Project File, Admin, Fiscal
   •  Contractor
Exhibit A – Scope of Work

Location 1: Bridge over drainage at Florence St in Pajaro

Location 1 Access: Bridge at MP 0.86 can be accessed by foot from Fremont St, head approximately 750 feet north of the end of the street.

Location 1 Scope of Work: At bridge MP 0.86 replace 62 linear feet of 2” by 7.5’ pressure treated wood handrail and 36 linear feet of 2” by 7.5’ pressure treated wood footwalk.
**Location 2:** Bridge over the Pajaro River in Watsonville/Pajaro

**Location 2 Access:** Bridge at MP 1.06 can be accessed by the end of Walker St, head approximately 250 feet southeast of the intersection.

**Location 2 Scope of Work:** At bridge MP 1.06 there is a need for the replacement of 34 linear feet of 2” by 1.5’ steel mesh footwalk grating.
Location 2 Continued...
**Location 3:** Bridge over San Andreas Rd in La Selva Beach

**Location 3 Access:** Bridge at MP 8.64 can be accessed at the intersection of San Andreas Rd. and Seawind Rd. Head northeast 200 feet from intersection to bridge until arrival.

**Location 3 Scope of Work:** At bridge MP 8.64 there is a need for a replacement of a 4” by 6” by 4.5’ pressure treated wood handrail post, a 4.5” by 4.5” by 3.25’ galvanized steel handrail post and 16 reattachments of the existing handrails to corresponding posts using steel fasteners.
Location 4: Bridge at Leonard Gulch in La Selva Beach.

Location 4 Access: Bridge at MP 9.09 can be accessed from the private parking lot next to 5 Breve Ave. Once on track head 350 feet northwest.

Location 4 Scope of Work: Mount two (2) furnished signs using a 5-foot steel perforated post bolted to the first hand railing post at north end of bridge and first hand railing post at south end of bridge.
**Location 5:** Bush Gulch Bridge in Aptos/Seascape

**Location 5 Access:** Bridge at MP 10.45 can be accessed from the Seascape Bl. Crossing. Once on track head 750 feet northwest.

**Location 5 Scope of Work:** Mount two (2) furnished signs using a 5-foot steel perforated post bolted to the first hand railing post at north end of bridge and first hand railing post at south end of bridge.
**Location 6:** Drainage at Hidden Beach Park in Aptos

**Location 6 Access:** Bridge at MP 11.16 can be accessed from the parking area next to 277 Dry Creek Rd. Once on track head 100 feet southeast.

**Location 6 Scope of Work:** Mount two (2) furnished signs using a 5-foot steel perforated post bolted to the first hand railing post at north end of bridge and first hand railing post at south end of bridge.
Location 7: Bridge over Soquel Drive in Aptos

Location 7 Access: Bridge at MP 12.39 can be accessed from the intersection of Trout Gulch Rd. and Soquel Dr. Head southeast 581 feet from the intersection along the track until arrival.

Location 7 Scope of Work: Bridge at MP 12.39 requires replacement of 32 linear feet of 12’ by 2” pressure treated wood footwalk. Also mount two (2) furnished signs using a 5-foot steel perforated post bolted to the first hand railing post at north end of bridge and first hand railing post at south end of bridge (near Hwy 1).
**Location 8:** Bridge over Soquel Creek and Capitola Ave in Capitola

**Location 8 Access:** Bridge at MP 15.89 can be accessed from Cliff Drive. Head to the track and proceed northeast approximately 1056 feet until arrival at the bridge.

**Location 8 Scope of Work:** At bridge MP 15.89 there is a need for 34 linear feet of pressure treated wood footwalk replacement.
**Location 9:** Bridge over Rodeo Gulch in Santa Cruz

**Location 9 Access:** Bridge at MP 17.3 can be accessed by the track after the intersection of Lewis Cir and 30th Ave. Once on the track head west for 528 feet until arrival.

**Location 9 Scope of Work:** At bridge MP 17.3 replace 63 linear feet of steel wire handrail. Replacement and fasten four 1.5” by 1.5” by 4’ galvanized steel posts to the steel plates embedded into the concrete bridge walkway. Contractor is to grind down the rusted surface off the existing embedded steel plates and weld new steel posts to each plate.
**Location 10:** Bridge over Small Craft Harbor in Santa Cruz

**Location 10 Access:** Bridge at MP 18.84 can be accessed from the empty lot adjacent to 141 Eaton Street. Once on track head 200 feet west.

**Location 10 Scope of Work:** Mount two (2) furnished signs using a 5-foot steel perforated post *strapped* to the first hand railing post at north end of bridge and first hand railing post at south end of bridge.
Location 11: Bridge over Moore Creek in Santa Cruz

Location 11 Access: Bridge at MP 22.29 can be accessed by the driveway at Natural Bridges Drive adjacent to the rail crossing. Once on the track head west for 528 feet until arrival.

Location 11 Scope of Work: At bridge MP 22.29 there is a need for the replacement of 185 linear feet of pressure treated wood footwalk.
Exhibit B – Bid Sheets

**Location 1:** Bridge over drainage at Florence St in Pajaro

<table>
<thead>
<tr>
<th>MP 0.86</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Item</td>
</tr>
<tr>
<td>1</td>
<td>Install 2”x8' Timber Handrail</td>
</tr>
<tr>
<td>2</td>
<td>Install 2”x8' Timber Footwalk</td>
</tr>
<tr>
<td><strong>TOTAL BID PRICE</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Location 2:** Bridge over the Pajaro River in Watsonville/Pajaro

<table>
<thead>
<tr>
<th>MP 1.06</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Item</td>
</tr>
<tr>
<td>1</td>
<td>Install 1.5' Wide Steel Mesh Grate Footwalk (galvanized)</td>
</tr>
<tr>
<td><strong>TOTAL BID PRICE</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Location 3:** Bridge over San Andreas Rd in La Selva Beach

<table>
<thead>
<tr>
<th>MP 8.64</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Item</td>
</tr>
<tr>
<td>1</td>
<td>Install 4”x6”x4.5' Vertical Post</td>
</tr>
<tr>
<td>2</td>
<td>Install Steel Fasteners</td>
</tr>
<tr>
<td>3</td>
<td>Replace 1.5”x1.5”x4' Steel Metal Posts (galvanized)</td>
</tr>
<tr>
<td><strong>TOTAL BID PRICE</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Location 4:** Bridge at Leonard Gulch in La Selva Beach.

<table>
<thead>
<tr>
<th>MP 9.09</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Item</td>
</tr>
<tr>
<td>1</td>
<td>Mount RTC-furnished 12”x18” sign using a 5-foot steel perforated post and vandal-proof hardware per Caltrans standards</td>
</tr>
<tr>
<td><strong>TOTAL BID PRICE</strong></td>
<td></td>
</tr>
</tbody>
</table>
**Location 5:** Bush Gulch Bridge in Aptos/Seascape

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mount RTC-furnished 12”x18” sign using a 5-foot steel perforated post and vandal-proof hardware per Caltrans standards</td>
<td>EA</td>
<td>2</td>
<td>$1600</td>
<td>$3200</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE** $3200

**Location 6:** Drainage at Hidden Beach in Aptos

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mount RTC-furnished 12”x18” sign using a 5-foot steel perforated post and vandal-proof hardware per Caltrans standards</td>
<td>EA</td>
<td>2</td>
<td>$1600</td>
<td>$3200</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE** $3200

**Location 7:** Bridge over Soquel Drive in Aptos

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove 2”x12’ Timber Footwalk</td>
<td>LF</td>
<td>32</td>
<td>$34</td>
<td>$1088</td>
</tr>
<tr>
<td>2</td>
<td>Install 2”x12’ Timber Footwalk</td>
<td>LF</td>
<td>32</td>
<td>$34</td>
<td>$1088</td>
</tr>
<tr>
<td>3</td>
<td>Mount RTC-furnished 12”x18” sign using a 5-foot steel perforated post and vandal-proof hardware per Caltrans standards</td>
<td>EA</td>
<td>2</td>
<td>$1600</td>
<td>$3200</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE** $5376

**Location 8:** Bridge over Soquel Creek and Capitola Ave in Capitola

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove 2”x8’ Timber Footwalk</td>
<td>LF</td>
<td>34</td>
<td>$54</td>
<td>$1836</td>
</tr>
<tr>
<td>2</td>
<td>Install 2”x8’ Timber Footwalk</td>
<td>LF</td>
<td>34</td>
<td>$54</td>
<td>$1836</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE** $3672
### Location 9: Bridge over Rodeo Gulch in Santa Cruz

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Install Steel Wire Rope</td>
<td>LF</td>
<td>63</td>
<td>$5</td>
<td>$315</td>
</tr>
<tr>
<td>2</td>
<td>Shave down rusted metal plates.</td>
<td>EA</td>
<td>4</td>
<td>$390</td>
<td>$1560</td>
</tr>
<tr>
<td>3</td>
<td>Weld 1.5&quot;x1.5&quot;x4' Steel Metal Posts (galvanized) to plates.</td>
<td>EA</td>
<td>4</td>
<td>$390</td>
<td>$1560</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE** $3435

### Location 10: Bridge over Small Craft Harbor in Santa Cruz

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mount RTC-furnished 12“x18” sign using a 5-foot steel perforated post and vandal-proof hardware per Caltrans standards</td>
<td>EA</td>
<td>2</td>
<td>$1600</td>
<td>$3200</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE** $3200

### Location 11: Bridge over Moore Creek in Santa Cruz

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove 2&quot;x12' Timber Footwalk</td>
<td>LF</td>
<td>185</td>
<td>$10</td>
<td>$1850</td>
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<tr>
<td>2</td>
<td>Install 2&quot;x12' Timber Footwalk</td>
<td>LF</td>
<td>185</td>
<td>$10</td>
<td>$1850</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE** $3700
Exhibit C – St. Paul and Pacific Railway Guidelines
Guidelines for Document Submission
Railroad Right of Way

The requested documents and fee payments must be emailed and mailed to addresses below prior to any and all work within the Railroad Right of Way.

Application for Right of Entry (Contact Nikolas Shepard and Jeannie McGovern for form)

A one-time, nonrefundable Application Processing Fee is: $1,500.00
- General Contractor shall include all subcontractors and submit requested documents.
- All work within the Railroad Right of Way shall be described in the Scope of Work.

Right of Way Contract (Contact Nikolas Shepard and Jeannie McGovern for form)

Flag rate for Standard Project is $2000.00/ 8-hour day; Flag rate for Govt. Project is $500.00/day
- Flagging Charges will be assessed to Contractor submitting the Right of Way Release Form.
- Flagging rates are based on an 8-hour day, during Normal Business Hours between 7:30 A.M. and 3:30 P.M, Monday-Friday (excluding Holidays). Flagging required outside of the Normal Business Hours will be assessed as a second Day rate charge.
- Each Contractor shall submit form for each project (Date Specific) unless there is a General Contractor responsible for the entire Project and its Sub-Contractors.

A Flagman is required when work will take place within 25’ of the nearest rail. Rates will be assessed after the completed project and remitted to Contractor for payment.

COI from the General Contractor and ALL Sub Contractors (Submit)

- Certificate of Insurance (COI)
  A Certificate of Insurance is required from each Contractor/Entity who will be working within the Railroad Right of Way. The COI must state that a minimum of 2 Million Dollars in Liability Coverage is possessed by that Contractor as well as the GL policy including the CG2417 Railroad Protective Liability Policy or equivalent “Contractual Liability – Railroads”. The Railroad shall be listed as a certificate holder on each COI. Each COI must be submitted via email. Note that if the project has an established General Contractor, that General Contractor must provide the above-mentioned Railroad Protective Policy.

Railroad Contact Information
Please email and mail required documents to:

Nikolas Shepard
General Manager of Crossings & Signals
Progressive Rail Inc.
Cell – 1(715)379-4686
nshepard@progressiverail.com

Jeannie McGovern
Progressive Rail Inc.
21778 Highview Ave.
Lakeville, MN 55044
jmcgovern@progressiverail.com

10-45
TO: Regional Transportation Commission
FROM: Sarah Christensen P.E., Senior Transportation Engineer
RE: Highway 1 41st/Soquel Auxiliary Lanes PS&E and Right of Way Phases - Cooperative Agreement Amendment No.1

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve the attached resolution (Attachment 1) authorizing an Amendment to the approved Cooperative Agreement with Caltrans (Attachment 2) for the Plans, Specifications and Estimate (PS&E) phase and Right of Way phase for the Highway 1 41st/Soquel Auxiliary Lanes Project.

BACKGROUND

In May, 2018 the RTC unanimously approved the RTC being the implementing agency for the Highway 1 41st/Soquel Auxiliary Lanes Project Plans, Specifications, and Engineer’s Estimate (PS&E) phase (otherwise known as the design phase) and right of way phase with the RTC as the implementing agency and Caltrans responsible for oversight. The RTC authorized the Executive Director to negotiate a Cooperative Agreement with Caltrans in May 2018, and a Cooperative Agreement was approved and subsequently executed in September of 2018 (Attachment 3).

The RTC requested the State Transportation Improvement Program (STIP) allocation from the California Transportation Commission to fund the PS&E and right of way phases in January of 2019. Staff requested an allocation of $750,000 for the right of way phase of the project and requested the remaining $759,000 be reprogrammed to the construction phase of the project.

The RTC board chair authorized the Executive Director to enter into an agreement in the amount not to exceed $50,000 with the County of Santa Cruz Public Works Department for their Real Property Division to perform the right of way appraisals and acquisitions for this project. The right of way work by the County is underway and is expected to be completed in mid-2020.

DISCUSSION

The Cooperative Agreement with Caltrans for the PS&E and right of way phases of the Highway 1 Auxiliary Lanes project between 41st Avenue and Soquel Avenue/Drive included a funding table identifying $1.43M of STIP funding for right
of way support, and $79k of STIP funding for right of way capital. Since the RTC requested only a portion of the STIP funding programmed for the right of way phases, an amendment to the Cooperative Agreement is needed in order to accurately reflect the project’s funding. The Cooperative Agreement amendment (Attachment 2) has a corrected funding table that includes $50,000 of STIP funds for right of way support, which funds the agreement with the County of Santa Cruz for right of way services. The corrected funding table includes $700,000 of STIP funds for right of way capital, which will be used at a later date to acquire right of way for the project. Therefore, staff recommends the Commission approve the attached resolution (Attachment 1) authorizing the Executive Director to amend the Cooperative Agreement with Caltrans for the PS&E and right of way phases of the Highway 1 41st/Soquel Auxiliary Lanes Project.

FISCAL IMPACTS

The PS&E and right of way phases of the project are funded by a combination of STIP and Measure D. There are no new fiscal impacts associated with correcting the funding table for the project. Sufficient STIP funding has been programmed and allocated to the RTC by the CTC for the PS&E and right of way phases of the project, and the amendment to the Cooperative Agreement is required to correct the fund amounts of each phase.

SUMMARY

The RTC staff recommends approving the attached Amendment to the Cooperative Agreement with Caltrans for the PS&E and right of way phases of the Highway 1 41st/Soquel Auxiliary Lanes Project to correct the funding table based on current project funding amounts.

ATTACHMENTS

1. Resolution
2. Draft Amendment to Cooperative Agreement for the PS&E and right of way phases of the Highway 1 41st/Soquel Auxiliary Lanes Project.
3. Executed Original Cooperative Agreement with Caltrans for the PS&E and right of way phases of the Highway 1 41st/Soquel Auxiliary Lanes Project.
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of February 6, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE COOPERATIVE AGREEMENT WITH CALTRANS FOR THE PLANS, SPECIFICATIONS AND ENGINEER’S ESTIMATE (PS&E) AND RIGHT OF WAY PHASES FOR THE HIGHWAY 1 41ST/SOQUEL AUXILIARY LANES PROJECT

WHEREAS, Highway 1 is the most heavily traveled highway in Santa Cruz County, is often congested and has safety concerns;

WHEREAS, Highway 1 serves as the backbone for the movement of people and goods through the majority of the urban area in Santa Cruz County, providing access to schools, commercial, residential, and recreational destinations;

WHEREAS, in May 2018, the RTC unanimously approved the RTC being the implementing agency for the Highway 1 41st/ Soquel Auxiliary Lanes Project Plans, Specifications, and Engineer’s Estimate (PS&E) phase (otherwise known as the design phase) and authorized the Executive Director to negotiate a Cooperative Agreement with Caltrans;

WHEREAS, in June of 2018 the RTC approved the Measure D 5 year plan for the Highway Program which allocates funds to begin the PS&E phase of the project in advance of the State Transportation Improvement Program (STIP) allocation;

WHEREAS, in September of 2018 the RTC authorized the Executive Director to enter into a Cooperative Agreement with Caltrans for the PS&E and right of way phases of the Highway 1 Auxiliary Lanes project between 41st Avenue and Soquel Avenue/Drive;

WHEREAS, on October 24, 2018 the RTC and Caltrans entered into a Cooperative Agreement for the Highway 1 41st/ Soquel Auxiliary Lanes Project Plans, Specifications, and Engineer’s Estimate (PS&E) phase (otherwise known as the design phase) and right of way phase.

WHEREAS, the Final Environmental Impact Report/Environmental Assessment for the Tier I/Tier II projects and the Final Project Report for the Tier II Highway 1 41st/Soquel Auxiliary Lanes Project has an anticipated completion of December of 2018 concluding the Project Approval/Environmental Document (PA/ED) phase;

WHEREAS, in January of 2019 the RTC requested and received the STIP allocation from the CTC for the PS&E and right of way phases of the Highway 1 41st/ Soquel Auxiliary Lanes Project; and

WHEREAS, an amendment to the original Cooperative Agreement is needed in order to correct the funding table based on the amounts allocated to the RTC by the CTC;
THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The Executive Director is authorized to execute amendments to the cooperative agreement with Caltrans for the Plans, Specifications and Engineer’s Estimate (PS&E) and right of way phases as shown in Attachment 2.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

__________________________
Bruce McPherson, Chair

____________________________
Guy Preston, Secretary

Distribution: RTC Fiscal, RTC and Caltrans Project Managers
COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 02
Agreement Amendment No. 01

Work Description

CONSTRUCT AUXILIARY LANES TO THE NORTH AND SOUTHBOUND SIDES OF ROUTE 1 BETWEEN 41ST AVE. AND SOQUEL DR. INTERCHANGES; AND CONSTRUCT A NEW BIKE AND PEDESTRIAN OVERCROSSING AT CHANTICLEER AVE.

Contact Information

CALTRANS

Luis Duazo, Project Manager
50 Higuera Street
San Luis Obispo, CA 93401
Office Phone: (805) 542-4678
Mobile Phone: (805) 441-3775

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Sarah Christensen, Project Manager
1523 Pacific Avenue
Santa Cruz, CA 95060
Office Phone: (831) 460-3204
Email: schristensen@sccrtc.org
<table>
<thead>
<tr>
<th></th>
<th>R/W Support</th>
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*State Subvention*
Funding

3. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

4. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

5. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

6. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS’ Audits and Investigations for review and acceptance prior to CALTRANS’ reimbursement of indirect costs.
7. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If SCCRTC invoices for rates in excess of CalHR rates, SCCRTC will fund the cost difference and reimburse CALTRANS for any overpayment.

**Invoicing and Payment**

8. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SCCRTC will pay invoices within five (5) calendar days of receipt of invoice.

9. If SCCRTC has received EFT certification from CALTRANS then SCCRTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

10. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

11. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SCCRTC will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

12. If CALTRANS reimburses SCCRTC for any costs later determined to be unallowable, SCCRTC will reimburse those funds.
Plans, Specifications, and Estimate (PS&E)

13. PARTIES will invoice and reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Support

14. SCCRTC will invoice and CALTRANS will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Capital

15. SCCRTC will invoice and CALTRANS will reimburse for actual costs incurred and paid.
Signatures

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this Funding Summary on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Funding Summary.

Signatories may execute this Funding Summary through individual signature pages provided that each signature is an original. This Funding Summary is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: ______________________________
    Timothy M. Gubbins
    District Director

VERIFICATION OF FUNDS & AUTHORITY:

By: ______________________________
    Julia Bolger
    District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: ______________________________
    Gina Schumacher
    HQ Accounting Supervisor

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: ______________________________
    Guy Preston
    Executive Director

Attest: ______________________________
    Sarah Christensen
    Deputy Director

APPROVED AS TO FORM AND PROCEDURE:

By: ______________________________
    Steven Mattis
    RTC Counsel

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11-10
COOPERATIVE AGREEMENT COVER SHEET

Work Description

CONSTRUCT AUXILIARY LANES TO THE NORTH AND SOUTHBOUND SIDES OF ROUTE 1 BETWEEN 41ST AVE. AND SOQUEL DR. INTERCHANGES; AND CONSTRUCT A NEW BIKE AND PEDESTRIAN OVERCROSSING AT CHANTICLEER AVE.

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<tr>
<td>1. Caltrans administered funds must be expended proportionally with all</td>
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<td>summary.</td>
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COOPERATIVE AGREEMENT

This AGREEMENT, effective on 10/24/2018, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Santa Cruz County Regional Transportation Commission, a public corporation/entity, referred to hereinafter as SCCRTC.

RECATALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

2. For the purpose of this AGREEMENT, construct auxiliary lanes to the north and southbound sides of Route 1 between 41st Ave. and Soquel Dr. Interchanges; and construct a new bike and pedestrian overcrossing at Chanticleer Ave. will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:

   - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

   - RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.
4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:

- SCCRTC is developing the Environmental Impact Report (Cooperative Agreement No. 05-0155).
- SCCRTC is developing the Environmental Impact Statement (Cooperative Agreement No. 05-0155).
- SCCRTC is developing the Project Report (Cooperative Agreement No. 05-0155).

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.
RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SCCRTC is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SCCRTC is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits and the advertisement/award of the construction contract. Tasks 255.20, 260, and 265 are to be performed by CALTRANS.

- SCCRTC is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan will include a process for resolving disputes between the PARTIES at the team level. The Quality Management Plan is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

**Funding**

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.
CALTRANS’ Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Independent Quality Assurance (IQA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

19. CALTRANS’ independent quality assurance (IQA) efforts are to ensure that SCCRTC’s quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT’s quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

21. SCCRTC will provide WORK-related products and supporting documentation upon CALTRANS’ request for the purpose of CALTRANS’ quality management work.

CEQA/NEPA Lead Agency

22. CALTRANS is the CEQA Lead Agency for the PROJECT.

23. FHWA is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

24. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES responsibilities in this AGREEMENT.

25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
26. The PROJECT requires the following environmental permits/approvals:

<table>
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<th>ENVIRONMENTAL PERMITS/REQUIREMENTS</th>
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<tr>
<td>401, Regional Water Quality Control Board</td>
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<tr>
<td>404, US Army Corps of Engineers</td>
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<tr>
<td>1602 California Department of Fish and Wildlife</td>
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<td>Section 7, US Fish and Wildlife Service</td>
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**Plans, Specifications, and Estimate (PS&E)**

27. As the PS&E IMPLEMENTING AGENCY, SCCRTC is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

28. CALTRANS will be responsible for completing the following PS&E activities:

<table>
<thead>
<tr>
<th>CALTRANS Work Breakdown Structure Identifier (If Applicable)</th>
<th>AGREEMENT Funded Cost</th>
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<tr>
<td>100.15.10.xx Quality Management</td>
<td>No</td>
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<tr>
<td>255.20 Final PS&amp;E Package</td>
<td>Yes</td>
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<tr>
<td>260 Contract Bid Documents Ready to List</td>
<td>Yes</td>
</tr>
<tr>
<td>265 Awarded and Approved Construction Contract</td>
<td>Yes</td>
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29. SCCRTC will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

SCCRTC will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS’ concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

30. SCCRTC will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
31. PARTIES acknowledge that the activities Final District PS&E Package (255.20) and Contract Bid Documents “Ready to List” (260) will be performed by CALTRANS. Because CALTRANS is anticipated to perform the advertisement, award, and administration (AAA) of the construction contract, the PS&E package must be reviewed and approved by CALTRANS District and HQ Office Engineers prior to advertisement.

SCCRTC will ensure that any consultant involved in the preparation of the PS&E package will remain available to address all comments generated during the performance of the Final District PS&E Package and Contract Bid Documents “Ready to List” activities.

**RIGHT-OF-WAY**

32. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, SCCRTC is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

33. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

<table>
<thead>
<tr>
<th>CALTRANS Work Breakdown Structure Identifier (If Applicable)</th>
<th>AGREEMENT Funded Cost</th>
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</thead>
<tbody>
<tr>
<td>100.25.10.xx Quality Management</td>
<td>No</td>
</tr>
</tbody>
</table>

34. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements.

35. SCCRTC will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

36. SCCRTC will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
37. SCCRTC will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

38. When RIGHT-OF-WAY is funded with State Transportation Improvement Program (STIP) funds the acquisition of right-of-way will not occur prior to the approval of the environmental document.

39. SCCRTC will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

SCCRTC will conduct and document Condemnation Evaluation and Condemnation Panel Review meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Panel Review meetings.

40. If SCCRTC acquires any right-of-way to be incorporated into the State Highway System, SCCRTC will first acquire in its own name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS’ acceptance of title will occur after the Right-of-Way Closeout activities are complete.

41. SCCRTC will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

SCCRTC will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

SCCRTC will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

42. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

43. CALTRANS’ acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by SCCRTC verifying that the title is free of all encumbrances and liens. Upon acceptance, SCCRTC will provide CALTRANS with a Policy of Title Insurance in CALTRANS’ name.
44. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

Schedule

45. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

46. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written quarterly progress reports during the completion of the WORK.

Additional Provisions

Standards

47. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual

Noncompliant Work

48. CALTRANS retains the right to reject noncompliant WORK. SCCRTC agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.
Qualifications

49. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

50. SCCRTC will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

51. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. PARTIES, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants, agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

52. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

53. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

54. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.
PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

55. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

_Hazardous Materials_

56. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

57. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

58. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

59. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SCCRTC, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.
The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

60. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

61. CALTRANS’ acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS’ policy on such acquisition.

Claims

62. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

63. PARTIES will confer on any claim that may affect the WORK or PARTIES’ liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

64. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

65. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

66. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.
67. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and SCCRTC will have access to all WORK-related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

68. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

69. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

**Interruption of Work**

70. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

71. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

**Penalties, Judgements and Settlements**

72. The cost of awards, judgements, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
73. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.

74. Any PARTY who action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

75. SCCRTC will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. SCCRTC will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

Environmental Compliance

76. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

Venue

77. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

78. All CALTRANS’ obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming of funds by the California Transportation Commission (CTC) and the allocation thereof by the CTC.
Indemnification

79. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SCCRTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SCCRTC under this AGREEMENT. It is understood and agreed that SCCRTC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SCCRTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

80. Neither SCCRTC nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SCCRTC and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

81. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

82. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

83. SCCRTC will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SCCRTC waives the provisions of California Civil Code, Section 1654.

A waiver of a PARTY’s performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.
DEFINITIONS

PARTY – Any individual signatory party to this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

WORK BREAKDOWN STRUCTURE (WBS) – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each PROJECT COMPONENT as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.
SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

[Signature]
Timothy M. Gubbins
District Director

VERIFICATION OF FUNDS AND AUTHORITY:

[Signature]
Julia Bollger
Resource Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

[Signature]
Tamara Warren
HQ Accounting Supervisor

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

[Signature]
George Dondero
Executive Director

Attest:

[Signature]
Luis Mendez
Deputy Director

Approved as to form and procedure:

[Signature]
T. Brooke Miller
RTC Counsel
## FUNDING SUMMARY NO. 01

### FUNDING TABLE

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### SPENDING SUMMARY

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<td>0</td>
<td>1,430,000</td>
</tr>
</tbody>
</table>
Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT. That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT. Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS’ Audits and Investigations for review and acceptance prior to CALTRANS’ reimbursement of indirect costs.

5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.
Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If SCCRTC invoices for rates in excess of CalHR rates, SCCRTC will fund the cost difference and reimburse CALTRANS for any overpayment.

**Invoicing and Payment**

6. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SCCRTC will pay invoices within five (5) calendar days of receipt of invoice.

7. If SCCRTC has received EFT certification from CALTRANS then SCCRTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

8. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

9. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SCCRTC will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

10. If CALTRANS reimburses SCCRTC for any costs later determined to be unallowable, SCCRTC will reimburse those funds.

**Plans, Specifications, and Estimate (PS&E)**

11. PARTIES will invoice and reimburse for actual costs incurred and paid.

**RIGHT-OF-WAY Support**

12. SCCRTC will invoice and CALTRANS will reimburse for actual costs incurred and paid.
RIGHT-OF-WAY Capital

13. SCCRTC will invoice and CALTRANS will reimburse for actual costs incurred and paid.
TO: Regional Transportation Commission (RTC)
FROM: Rachel Moriconi, Senior Transportation Planner and Fernanda Dias Pini, Planning Technician
RE: 2020 State and Federal Legislative Programs

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve State and Federal Legislative Programs (Attachment 1) to assist in analyzing the transportation impacts of legislative activities in 2020.

BACKGROUND

Each year the Regional Transportation Commission (RTC) adopts legislative platforms to guide its analysis of state and federal legislative or administrative actions that could impact transportation funding or implementation of the Regional Transportation Plan (RTP), Regional Transportation Improvement Program (RTIP), Measure D and transportation projects in Santa Cruz County. Working with local partner agencies, the Central Coast Coalition (regional transportation agencies from Monterey, San Benito, Santa Barbara, San Luis Obispo, and Santa Cruz Counties), the California Association of Councils of Governments (CALCOG), the Self Help Counties Coalition, other transportation entities, and its legislative assistants, RTC monitors legislative proposals, notifies state and federal representatives of the RTC’s analysis of key issues, and provides input on other federal and state actions.

DISCUSSION

The State and Federal Legislative Programs guide RTC staff and board member comments on legislative and administrative proposals that are raised throughout the year.

Staff recommends that the RTC review the draft legislative priorities, identify any additional issues that the RTC should consider, monitor or pursue in 2020, and approve the legislative programs (Attachment 1). New items that were not included in the 2019 Legislative Programs are shown with an asterisk or underline. Upon adoption of the legislative program, the RTC may submit comments or take positions on bills or administrative proposals throughout 2020 that are consistent with the adopted Legislative Programs. Staff developed the draft 2020 legislative platforms, taking into consideration issues that have been identified by our partners. RTC’s advisory committee members reviewed the draft legislative programs in December and January.
Generally, the RTC’s legislative program focuses on legislative and administrative actions that:

- Advance key goals and targets in the Santa Cruz County Regional Transportation Plan – improving multimodal access and mobility, safety, maintenance of existing transportation infrastructure and services, cost effectiveness, and equity
- Support implementation of regional priority projects
- Involve funding or a funding mechanism for transportation
- Involve the implementation of transportation and greenhouse gas emissions reduction policies and programs
- Involve transportation and land use
- Involve changes to the way transportation projects are delivered, including the environmental review process
- Impact the RTC directly (e.g. Commission responsibilities, policies or operations)

Staff will focus legislative efforts on ensuring that transportation-related statutes and guidelines are structured in a manner that recognizes Santa Cruz County’s significant traffic congestion, maintenance, active transportation, and transit system needs and sustainability goals. This includes working with other agencies in the county and statewide to ensure state and federal transportation funds are distributed equitably and efficiently.

**State Legislative Activities**

The California Legislature reconvened from winter recess on January 6, 2020 to begin the second year of a two-year session. The deadline for bills introduced last year to make it out of their house of origin is January 31. Members have until February 21 to introduce new legislation. To date, relatively few new transportation-related bills have been introduced, but staff anticipates that many bills will be introduced in the coming weeks.

Issues anticipated to be discussed during the 2020 state legislative session include housing, homelessness and transportation connections, climate change, transit funding eligibility and Transportation Development Act (TDA) performance metrics and rules regarding transit fare-box recovery ratios, speed limits and safety (responding to the anticipated forthcoming report from the AB 2363 Zero Traffic Fatalities Task Force), and actions which could support state funding, streamlining and expediting delivery of projects that the RTC has identified as a priority. There are rumors that the legislature may also revisit SB375, which could impact the Monterey Bay Area Metropolitan Transportation Plan and Sustainable Communities Strategy (MTP/SCS) greenhouse gas emission reduction targets.

Attachment 2 provides a summary of some state issues, including the Governor’s January 10, 2020 budget, which proposes to reduce greenhouse gas emissions through a new Climate Catalyst Fund, a Climate Resilience Bond, and cap-and-trade expenditure plan.
Federal Activities

Because 2020 is an election year, with every Member of the House, one-third of the Senate, and the President all facing re-election campaigns, actions that require compromise are expected to be even more difficult than usual, as each side may not be eager to provide the other something that could be considered a victory.

Approval of the annual federal budget will represent one of the few “must pass” measures this year. That process will start following the President’s unveiling of his proposed FY20/21 budget in early to mid-February. While a separate infrastructure package is not expected to be enacted this year, Congress is expected to spend time discussing reauthorization of the multiyear federal transportation act which governs road and transit funding. The current Fixing America’s Surface Transportation (FAST) Act expires in September 2020. Components of the reauthorization bill are still working their way through congressional committees. A key issue for reauthorization remains how to fund transportation projects since gas tax revenues have not keeping pace with vehicle miles traveled and the cost to maintain and improve multimodal transportation systems. For now, raising the federal gasoline tax for the first time in 30 years is the most practical vehicle for such revenues, but that action will be difficult in this election year.

The RTC’s federal legislative assistant has prepared a memorandum summarizing key activities in 2019 and the outlook for transportation in 2020 (Attachment 3). Key issues include: ensuring local projects are not delayed due to the Safer Affordable Fuel Efficient (SAFE) Vehicle Rule, which attempts to circumvent California’s fuel efficiency standards; ensuring federal emergency funds are allocated for past and potential future storm damage; and ensuring federal programs do not exclude smaller regions.

Next Steps

Staff will monitor legislative proposals throughout the year and provide input consistent with the RTC’s legislative program. Staff will periodically provide updates on major state and federal legislative and administrative proposals throughout the year. In mid-February the Executive Director, RTC Chair, and Vice Chair will participate in the Central Coast Coalition Legislative Day to meet with various state departments to discuss priority projects and administrative actions which could support implementation of transportation priorities.

FISCAL IMPACT

Through the RTC’s legislative program, the RTC tracks and provides input on state and federal legislative and administrative actions that could impact the amount of funding available for transportation projects in Santa Cruz County or the cost to implement projects.
SUMMARY

Each year the Regional Transportation Commission (RTC) adopts legislative priorities to guide its analysis of state and federal legislative or administrative actions that could impact transportation projects in Santa Cruz County. Recommended legislative priorities (Attachment 1) focus on transportation funding and project implementation.

Attachments:
   1. Draft 2020 State and Federal Legislative Programs
   2. Summary of Major State Legislative Activities
Focus Areas in 2020:

- Ensure legislative and administrative actions support implementation of priority transportation projects and programs in Santa Cruz County, including projects included in the Measure D Expenditure Plan. Maintain and increase funding for RTC projects and programs, support streamlining and other actions which could expedite delivery of projects, and oppose efforts which could hinder implementation of RTC priorities.

- Support efforts to reduce greenhouse gas emissions and improve mobility through increased funding for alternative transportation and transit, and support California’s passenger vehicle emission standards.

- Support legislative and administrative actions that will improve safety on state highways and local roads, including actions which would allow for reduction of speed limits and integration of bicycle and pedestrian infrastructure, especially where state highways serve as main streets.

- Support Transportation Development Act (TDA) program modifications which reduce the burden of outdated performance measures and eliminate the farebox recovery penalty for public transportation systems.

Ongoing Priorities

Transportation Funding

- **Protect Transportation Funding:** Preserve existing and new funding for transportation projects, maximize funding for Santa Cruz County transportation projects, and preserve regional discretion and priority-setting.

  - Stable, formula funding is essential for addressing the backlog of transportation infrastructure repairs and improvements in Santa Cruz County. Protect current and future taxes and fees and other transportation funds (including Highway Users Tax Account (HUTA), Transportation Development Act (TDA), State Transportation Improvement Program (STIP), Active Transportation Program (ATP), and other funds) from elimination or diversion to other State programs, General Fund loans, general obligation bond debt service, or to other non-transportation purposes.

  - Ensure that state regulations do not negatively impact implementation of the voter-approved Measure D Expenditure Plan.

  - Online sales taxes: Seek improvements at the Board of Equalization/California Department of Tax and Fee Administration to ensure that distribution of sales taxes on online sales do not negatively impact TDA-LTF and local sales tax measure revenues. Continue to monitor
legislative and regulatory efforts to conform state law to ensure that implementation of the *South Dakota v. Wayfair* ruling increase transportation funding from local-option sales taxes (METRO and Measure D), TDA, other County of Santa Cruz and city resources.

- Oppose proposals that could tie transportation fund availability to local jurisdictions, to non-transportation and development projects.
- Support new funding for transportation agencies to offset the cost of implementing climate change initiatives and ensure that implementation of the Innovative Clean Transit regulation requiring transition to zero-emission bus fleets and accompanying infrastructure does not result in decreased transit service.

### Ensure Fair Distribution of Funding:

- Ensure state and federal funds are made available for projects in Santa Cruz County, are distributed equitably, and are not disproportionately distributed to large regions. Ensure competitive programs make funding reasonably available for multimodal projects in Santa Cruz County, that address local and regional priorities.

  - **Local Role:** Ensure a strong role for regional and local agencies in planning and determining transportation investment priorities. Support legislation that respects local authority, protecting or expanding local decision-making in programming expenditures of transportation funds, rather than the State making top-down funding decisions that are not community-based. Project and increase direct funding to regions through both federal and state programs; and reinforce and build upon the structure of SB45 that provides regions a strong voice in the programming of state funds.

  - **State Transportation Improvement Program (STIP):** Ensure equitable programming and allocation of STIP funds.

  - **“Disadvantaged Communities” Definition:** Broaden the definition of “disadvantaged communities” (DACs) in order to ensure that projects that benefit low-income and other transportation disadvantaged residents of Santa Cruz County are not excluded from funding opportunities that support sustainable communities, transportation choices, and investments in alternative modes of transportation.

### Increase Funding for All Transportation Modes:

- Support measures that increase funding for and support implementation of transportation projects in Santa Cruz County, including funds for ongoing system maintenance, congestion reduction, safety, complete streets, active transportation bike, pedestrian, transit projects, transit-oriented development, and specialized transportation for seniors and people with disabilities in Santa Cruz County.

  - **New funding systems:** Phase in new funding systems which are tied to system use, rather than fuel consumption or fuel prices. May include new user fees, such as a Road User Charge or Vehicle Miles Traveled (VMT) fee and other alternative funding mechanisms.

  - **Expand local revenue-raising opportunities** and innovative financing options to address the significant backlog of transportation needs. Provide locals with the ability to supplement and leverage state funding for investments that protect state and local transportation assets.
- **Expand the authority of the RTC and local entities to increase taxes and fees** for transportation projects, such as new gas taxes, vehicle registration fees, property-tax financing, and infrastructure financing districts.

- Support clarifying amendment to Government Code Section 65089.20 that will give RTPAs equal treatment with Congestion Management Agencies (CMAs) to seek voter approval for a local vehicle registration fee. (*SB83 cleanup*)

- **Lower Vote Threshold:** Support efforts to amend the California constitution to lower the voter threshold for local transportation and affordable housing funding measures, such as local sales tax or vehicle registration fee ballot measures, from the 2/3 supermajority to a simple majority or 55% vote. **Support actions which would broaden eligibility in existing and/or new transportation funding streams to enable their use as a subsidy for low-income transportation system users (e.g. discounted fares for public transportation or shared mobility service).**

- **Active Transportation Program (ATP):** Increase ATP funding and ensure potential reforms to the Active Transportation Program (ATP) do not reduce the proportion available for Santa Cruz County agencies to compete for, including funds to the competitive statewide, small urban and rural funding pots. **Support efforts to simplify the Active Transportation Program (ATP) project delivery, build local capacity to deliver transformative projects, and provide regions greater flexibility to innovate and strategically invest funds to meet local needs.**

- **Cap & Trade:**
  - **Increase percent of Cap & Trade revenues allocated to transportation projects and programs that help reduce greenhouse gas emissions in Santa Cruz County.**
  - **Support increases in Low Carbon Transit Operations Program (LCTOP) appropriations.**
  - **Support policy changes to the Affordable Housing and Sustainable Communities program (AHSC) that increase funding opportunities for projects in Santa Cruz County.**
  - **Ensure continued funding for low and zero emission transit deployment.** Ensure regulatory and legislative requirements related to transit electrification provide flexibility, consider cost and available technology, and do not place an undue burden on transit agencies.
  - **Support legislation to devote a permanent Cap-and-Trade funding allocation to the Active Transportation Program.**

- **Support options to replace the loss of redevelopment funding,** to support economic development and affordable housing consistent with sustainable community strategies.

- **Support legislation to increase the availability of funding at the regional level to help implement sustainable community strategies, as well as policy tools to reduce single-occupancy vehicle travel in a manner that ensures equitable policy outcomes.**

- **Increase and Preserve Funding for Priority Projects in Santa Cruz County:**
  - Projects on Highway 1
  - Local Street and Roadway Preservation
  - Transit projects
  - Santa Cruz Branch Rail Line
  - Bicycle and Pedestrian facilities, including the Monterey Bay Sanctuary Scenic Trail Network (MBSST)
  - Soquel Avenue-Freedom Boulevard Corridor
Transportation Development Act (TDA):
- Monitor potential modifications to the TDA. Ensure funding for transit, planning, administrative, and other TDA purposes in Santa Cruz County are not reduced. Oppose efforts that would reduce TDA funds which are essential for RTC administration and planning. Support the development of greater efficiencies within the TDA while streamlining and updating performance metrics and eliminating penalties associated with farebox recovery. Support development of alternative performance measures that are focused on incentivizing transit agency actions that improve transit service and increase ridership, consistent with state and regional climate and equity goals.

Project Implementation

Streamlining, Expediting, Facilitating Project Delivery: Support administrative and/or legislative efforts which may be required to implement or expedite delivery of priority projects. Includes actions that streamline funding applications, simplify program administration, efforts that modernize and accelerate project delivery.

- Support the development of greater efficiencies of transportation program implementation, including California Environmental Quality Act (CEQA) reform, stormwater runoff regulations, CA Fish and Wildlife, CA Water Quality Control Board and California Public Utilities Commission permit and approval processes, to streamline both project development and delivery for priority transportation and transit projects, and eliminating any unnecessary, overly burdensome and/or duplicative mandates.
- Support legislative and administrative actions required to secure permits that may be required to implement priority projects.
- Opportunities to expedite transportation project delivery may include increasing contracting and financing options, increased flexibility in early allocation of programmed funds and initiating reimbursable work with local funds in advance of CTC allocation of all projects, efforts that expedite the Caltrans design review process, opportunities to expedite locally-sponsored projects on the state highway system, and increase in encroachment permit limits.
- Support environmental streamlining measures for bike, pedestrian, transit, and infrastructure preservation within existing public rights of way, and other measures that expedite project delivery. Support efforts that provide for streamlined project delivery for transit projects that fulfill the goals of AB 32 and SB 375, as well as other state and federal air quality mandates and mobility performance measures.
- Support delegation of National Environmental Policy Act (NEPA) review and fund allocation responsibilities to Caltrans.
- Allow advance payment of programmed funds, in order to expedite project delivery and resolve cash flow challenges faced especially by small agencies.

Advanced Mitigation: Support implementation of “advanced mitigation” environmental programs, including approving up-front environmental mitigation funding for projects, such as the Highway 17 Wildlife Crossing. Support creation of a low-interest loan program to support advance mitigation and habitat conservation plans that mitigate the impacts of transportation infrastructure and make project implementation more efficient.

Safety: Support legislation and programs that improve transportation safety for all users and support programs aimed at eliminating all traffic-related serious injuries and fatalities.
- Speed limits: Support proposals that would allow local jurisdictions to reduce speed limits on both local roads and state highways and work with state representatives to modify the California Vehicle Code to allow for prima facie speed limits of 25 mph on state highways that
function as main streets, especially in business and school zones to address findings and to address other recommendations of the AB2363 Zero Traffic Fatalities Task Force report.

- **Traffic Laws & Enforcement:** Support proposals to increase enforcement and modification of traffic laws to better protect pedestrians and bicyclists, including proposals to authorize automated speed enforcement on a pilot program basis, and modifications to vehicle code to allow vehicles to cross a double-yellow line when passing cyclists.

- **Education:** Support commercial driver, bus driver, motorist, bicyclist, and Safe Routes to Schools training and education programs which reduce collisions.

**Active Transportation Facilities:** Support modification to rules, regulations, and government codes that will make roadways more bicycle and pedestrian-friendly, including: laws associated with sharing the road; ensuring complete streets components (e.g. accessible pedestrian signals) are considered during the design of all projects; increasing funds for pedestrian, bicycle, and new micro-mobility devices and services (e.g. bike share), and safety countermeasures (e.g. buffered or protected bike lanes); increasing funds to provide resources necessary for First/Last Mile improvements; Safe Routes to School Programs; and providing additional direction and consistency for accessible pedestrian design.

**Land Use/ Housing/ Transportation Coordination:**

- Support efforts to reduce vehicles miles traveled and promote job-housing balance which also protect locally-driven land use planning that implements broad policy goals set by the state to provide affordable housing in transit-rich areas. Encourage new developments to incentivize active transportation and transit use. Ensure SB743 (Steinberg, 2013) implementation supports infill development, promotion of public health through active transportation, and expedites transportation project delivery. Support innovative measures to mitigate growth in vehicle miles traveled, such as regional mitigation banks.

- Support state goals to reduce homelessness. Monitor implementation of Governor Newsom’s Executive Order N-23-20 which requires Caltrans to develop a model lease template to allow counties and cities to use Caltrans property adjacent to highways or state roads for short-term emergency homelessness shelter; and requests that special districts, cities, counties, and transit agencies, and others to examine their ability to provide shelter and house homeless individuals.

- Support efforts to streamline SB375 implementation and extend timeframe between required Regional Transportation Plan updates.

**FAST Act Implementation:** Support legislation and administrative strategies to implement the FAST federal authorization bill, in a way that ensures the best possible outcome for transportation projects in Santa Cruz County.

**SHOPP Program:**

- Support Caltrans’ efforts to provide more outreach regarding State Highway Operation and Protection Program (SHOPP) projects and to include measureable targets for improving the state highway system. Support clarification of existing laws to permit the expenditure of SHOPP funds for operational projects on state highways.

- Support inclusion of complete streets within SHOPP projects, as appropriate, but especially in areas where state highways serve as main streets, such as Highway 9 and Highway 152 in Santa Cruz County.
• **Commuter Programs:** Expand statutory authority for regions statewide to adopt and implement programs aimed at reducing trips and vehicle miles traveled, such as a regional commuter benefits ordinance similar to the successful program in the Bay Area. Support dedicated funding for Transportation Demand Management (TDM) programs and strategies.

• **Shared Mobility Systems:** Support policies that enable technological innovations to improve mobility, while protecting the public’s interest. Monitor legislation and regulations related to shared mobility, such as transportation network companies (TNCs) and real-time carpooling, to ensure that mobility benefits are maximized, especially for underserved populations, and access to critical data for transportation and land-use planning and operational purposes is assured. Support measures that allow for local control and regulation of shared mobility systems such as scooters, bikes, and other fleets.

• **Connected and Autonomous Vehicles:** Monitor and engage in legislation and regulations to facilitate deployment of connected vehicles and autonomous vehicles. Oppose federal efforts to preempt local authority over the use of autonomous vehicles in their communities. In partnership with California cities and counties, transit agencies, the business community, and other transportation organizations, engage in regulatory and legislative efforts related to connected and autonomous vehicles with the goal of accelerating their safety, mobility, environmental, equity and economic benefits. Similar to the “shared mobility” strategy, support access to critical data for transportation and land use planning and operational purposes.

• **Electrification** of vehicle fleets: Support funding and coordination, including policy, planning, and infrastructure, for vehicle electrification. Support reduced utility pricing for public transit electric vehicle fleets.

• **Resilience:** Support programs and increased funding necessary for communities to have resilient transportation infrastructure designed with the consequences of climate change and resulting natural disasters in mind. Monitor implementation efforts of Executive Order N-19-19, which directs the California State Transportation Agency (CalSTA) to invest its annual $5 billion portfolio to help reduce transportation-related greenhouse gas emissions, and to ensure that state funds, specifically SB 1 funds, continue to be used for transportation purposes.

• **Encroachments:** Support legislation that clarifies the authority under which rail property owners may remove, or by notice may require the removal of encroachments.

• **Unfunded Mandates:** Oppose unfunded mandates and seek funding for mandates imposed in recent years. Require new regulatory proposals to include an estimate of the cost and impact such proposals will have in the delivery of California’s transportation program.
Santa Cruz County Regional Transportation Commission

DRAFT

2020 FEDERAL Legislative Program

- **Priority Projects:** Seek and preserve funding for priority transportation projects and programs in Santa Cruz County, including:
  - Projects on Highway 1
  - Santa Cruz Branch Rail Line
  - Transit operations and capital projects
  - Local street and roadway preservation
  - Bicycle and pedestrian facilities, including the Monterey Bay Sanctuary Scenic Trail Network (MBSST/Rail Trail)
  - 511 implementation

- **Stabilize and Increase Funding**
  - Increase funding levels for all modes to bring transportation infrastructure up to a good state of repair and meet growing transportation needs in Santa Cruz County. Support increase and index of federal fuel taxes that are available for projects in Santa Cruz County.
  - **Infrastructure Initiative:** Ensure any new infrastructure funding initiative increases transportation investment opportunities for projects in Santa Cruz County, including funding for the existing Surface Transportation Block Grant Program (STBG) and Highway Safety Improvement Program (HSIP) programs and formula fund programs. Any infrastructure package should adhere to traditional match requirements, so as not to disadvantage projects in Santa Cruz County in accessing those funds. The initiative should include a significant investment of new federal funds for transportation, stabilize the Highway Trust Fund and not be offset by reductions to other federal programs serving Santa Cruz County residents.
  - Support federal grant or pilot programs for comprehensive planning that supports Transit Oriented Development (TOD) opportunities to connect housing, jobs, and mixed-use development with transportation options.
  - **BUILD:** Maintain the Better Utilizing Investments to Leverage Development (BUILD, formerly TIGER) grant program at or above current levels.
  - Develop new funding mechanisms that ensure the financial integrity of the Highway Trust Fund (HTF) and Mass Transportation Account. Without any new sources of dedicated revenue, the HTF would need an infusion of over $100 billion from the General Fund simply to fund highway and transit programs at their current levels from 2021 through 2025.
  - **Innovative Financing:** Ensure proposals for public-private partnerships and innovative financing are favorable for project implementation in Santa Cruz County. Support and expand the Transportation Infrastructure Finance and Innovation Act (TIFIA) program and make the Railroad Rehabilitation and Improvement Financing (RRIF) program more accessible to smaller public agencies.
  - **Defend Fiscal Year 2020/21 appropriations.** Ensure that Congress appropriates funding consistent with amounts authorized in the Fixing America’s Surface Transportation (FAST) Act.
  - Oppose rescissions or arbitrary cuts that could reduce funding for transportation projects in Santa Cruz County.
  - **Support transparent congressionally-directed spending** (earmarks) to allow for Congressional support of priority projects in Santa Cruz County
  - Oppose efforts to withhold federal funds from jurisdictions not in compliance with federal Immigration and Customs Enforcement law, or from “sanctuary” jurisdictions.
• **Disaster Recovery**: Work with local and state partners to ensure federal government provides sufficient emergency relief appropriations and federal agency resources to support rebuilding and recovery efforts. Support legislative efforts to extend the timeframe for road projects qualifying for federal disaster reimbursement to move to the construction phase from two years to six years.

• **Protect and expand transportation fringe benefits**. Reinstate the commuter benefit, which was eliminated under the tax reform bill. In addition, advocate for expanding pre-tax transportation fringe benefit eligibility to include shared mobility options, such as bike-share and shared ride carpool services.

• **Transportation Act Implementation and Reauthorization**
  
  o **Support legislation and administrative strategies to implement a fully funded federal authorization bill**, in a way that ensures the best possible outcome for transportation projects in Santa Cruz County. Ensure that U.S. Department of Transportation (DOT) implementation of MAP-21 and FAST Act rules and regulations do not have a negative impact on local projects and programs.
  
  o **Reauthorization**: As Congress works on reauthorization of the FAST Act, which expires in September 2020, support California’s reauthorization principles, a long-term reauthorization of the Act with increases to programs that provide funds for projects in Santa Cruz County. Support creation of a new, dedicated bridge investment program that makes funds available to local entities to address the backlog of bridges in poor condition nationwide.

  o **Active Transportation**: Support continued funding for pedestrian and bicycle projects.

  o **Transit**: Support increased funding for transit, including continued and accelerated growth of the Small Transit Intensive Cities Program (STIC), funding for acquisition of transit capital (Bus and Bus Facilities, and Low and No Emissions Bus Programs), Capital Investment Grants, funding for Americans with Disabilities Act (ADA) implementation, state of good repair, and other transit programs, and support tax credits for the purchase of electric buses.

  o **Support a reauthorization bill that includes incentive funding to reward self-help jurisdictions**.

  o Oppose **unfunded mandates** and support legislation that provides funding for past mandates.

• **Performance Measures**: Support development of appropriate performance measures which are consistent with RTC approved goals, policies, and targets and which recognize data limitations of many regions. Support open collaboration, data sharing and funding to successfully implement state and federal performance-based planning and management requirements.

• **Air Quality and Greenhouse Gas Emissions**: Support development of new funding programs to reduce greenhouse gas emissions from transportation (similar to those included in the Senate FAST Act reauthorization bill (S. 2302)), expand eligibility for CMAQ and other funding programs to Santa Cruz County. Support federal funding, tax credits, and coordination of vehicle electrification purchase (including buses), planning and infrastructure. Defend against rollbacks of California’s air quality and climate change laws and regulation, such as fuel efficiency standards and cap-and-trade programs.

• **Climate Change and Resiliency**: Strengthen federal partnership to support resiliency and climate change preparedness and efforts that could support local efforts to improve resiliency, respond to new or worsening storm, fire, and other environmental hazards and meet regional climate goals. Support efforts to increase planning funds that help regional governments address climate change and make regional transportation infrastructure more resilient.
• **Autonomous Vehicles:** Oppose federal efforts to preempt local authority to regulate the use of autonomous vehicles in their communities.

• **Streamline Project Delivery:** Support regulations to streamline and integrate federal project delivery requirements for project planning, development, review, permitting, and environmental processes in order to reduce project costs and delays.
Governor’s State Budget Proposal
On January 10, 2020, Governor Newsom released his proposed Fiscal Year 2020-2021 (FY20/21) Budget. The Governor’s Budget focuses on homelessness, combating the effects of climate change and expanding access to health care services to undocumented people. Some of the new proposals to reduce greenhouse gas emissions and prepare for climate change relate to transportation.

Five-Year Infrastructure Plan
The Governor proposes a $53 billion Five-Year Infrastructure Plan (Plan) focused on how SB1 and other state infrastructure investments can be leveraged to create a sustainable and resilient California. More than 76% of the funding is dedicated for transportation programs (e.g. $22 million for SHOPP). The Plan proposes to use SB 1 and a new Climate Resilience Plan to implement the Governor’s 2019 Executive Order on Climate Change (N-19-19), directing state agencies with primary responsibility over major state-owned or operated assets—Transportation and General Services departments—to align investments with the state’s climate goals. Agencies are expected to construct transportation projects, including maintenance projects, in a way that considers climate change and are resilient in the face of physical climate impacts like floods, fires, extreme heat, and sea level rise; and implement innovative solutions such as electrification, automation, ride-sharing, and other mobility options.

The Governor’s Budget proposal includes:

• New Climate Catalyst Fund – Revolving Loan for Environmental Projects: The Governor’s budget includes $250 million General Fund in 2020-21—with a plan to allocate an additional $750 million in future years—to establish a new loan program at the California Infrastructure and Economic Development Bank (I-Bank). The new Climate Catalyst Revolving Loan Fund is expected to be used to support deployment of new technologies, especially by small businesses and emerging industries, along with other priorities—such as creating high-quality jobs. May include transportation emissions reductions – zero emission vehicles and charging infrastructure, including purchase of transit and rail equipment; agricultural and forestry; and waste management programs. Eventually, the administration intends for the Climate Catalyst lending program to be self-sustaining from fees and interest earnings.

• Cap and Trade expenditure plan ($965 million):
  o New funding for activities such as climate change research, technical assistance, and capacity building to continue the transition to a carbon-neutral economy, and funds for public transportation
  o Clean Trucks, Buses, & Off-Road Freight Equipment: $150 million
  o Workforce training to be overseen by the Workforce Development Board: $33 million
• **Other non-transportation cap-and-trade expenditures include:** AB 617 air quality programs targeting toxic and criteria air pollutants; smart agriculture, healthy forests, and waste diversion programs

• **Alternative and Renewable Fuel and Vehicle Technology Fund:** One-time appropriation of $51 million to accelerate deployment of electric vehicle charging infrastructure for light-, medium- and heavy-duty vehicles. Can be accessed by transit agencies to comply with the California Air Resources Board’s Innovative Clean Transit regulation.

• **SB1 Implementation:** $5.2 billion in FY20/21; $41.6 billion over next five years
  - SHOPP: $22 billion over 5 years for state highway repair and rehabilitation projects
  - STIP: $3.3 billion over 5 years
  - Active Transportation: $1.1 billion over 5 years
  - Competitive Grants: Local Partnership Program (LPP), Congested Corridors (SCCP), Trade Corridors (TCEP)

• **New Transportation Agency Partnership:** $1 billion over 5 years for partnerships with local transportation agencies. Additional details coming soon from the Department of Finance.

• **Transit and Rail:**
  - Formula programs:
    - State Transit Assistance (STA): $692 million in FY20/21, a 5% increase from FY19/20 (from taxes on diesel fuel)
    - STA State of Good Repair (SGR): $112 million from SB1 license fees (TIF) in FY20/21
    - Low Carbon Transit Operations Program (LCTOP): $125 million from Cap and Trade in FY20/21
  - Competitive grants:
    - Intercity and Commuter Rail: $270 million in FY20/21
    - Transit and Intercity Rail Capital Program (TIRCP): $511 million (combo of Cap-and-Trade and SB1 funds; part of 5 year programming cycle)
  - High-Speed Rail: $2.4 billion for Merced to Bakersfield (combo of Proposition 1A bonds, federal funds, and 25% of the continuously appropriated funding from annual Cap and Trade auction proceeds).
  - Local Rail Services: $1.1 billion to locally sponsored projects in northern and southern California that will improve local rail service and benefit High Speed Rail when the system is connected to those areas.

• **Climate Resilience Bond** proposed for the November 2020 ballot ($4.75 billion) to address drought, wildfire, floods, sea level rise, and extreme heat;
  - Regional and Inter-regional Water Resiliency Programs: $1 billion
  - Drought programs:
- Sustainable Groundwater Management: $395 million
- Safe Drinking Water grants and loans to disadvantaged communities: $360 million
- Flood, Salton Sea, environmental farming, and enhanced stream flows and fish passage programs: $1.17 billion
  - Wildfire hardening infrastructure and forest health programs: $750 million
  - Sea level rise mitigations: $500 million
  - Community resiliency planning and resiliency centers construction: $250 million
  - Urban Green & Forestry and Cool Surface materials: $325 million

**Sales Tax Revenues:** The Governor’s budget shows a slow rise sales tax revenues, as taxable sales become a smaller share of personal income. The state’s long-term revenue forecast estimates average year-over-year growth of 3.1 percent. Growth from the current year to the budget year is estimated to be 3.9 percent.

**2020 Executive Order on Homelessness** (issued Jan. 2020)
Commits to state teams to assist local governments in addressing homelessness challenges, and, leveraging state property (including state highways) to provide new assets to help address the state’s homelessness crisis. The Executive Order requests all counties, cities, public transit agencies, special districts (e.g. RTC), school districts, tribal governments, and non-governmental actors, including businesses, faith-based organizations, and other non-profit agencies, to examine their own ability to provide shelter and house homeless individuals on a short-term emergency basis and coordinate with local authorities to provide shelter and house individuals. Caltrans has already initiated meetings with some local jurisdictions and is expected to provide updates at RTC meetings.

**TDA Reform**
Over the past year, at the request of the Senate and Assembly transportation committees, the California Transit Association spearheaded a Transportation Development Act (TDA) Reform Task Force to evaluate potential changes to the TDA. On January 8, 2020 the Task Force released its initial draft recommendations and framework for potential legislative changes. The Task Force decided to focus on performance metrics and farebox recovery requirements. The committee decided not to recommend significant changes to the law, including changes to the Unmet Needs Hearing process, or changes to eligible uses or distribution of TDA funds. Instead the Task Force is recommending removal of financial penalties associated with missing farebox recovery requirements for transit agencies; and options for transit agencies and Regional Transportation Planning Agencies (RTPA) to establish new targets that monitor the transit agency’s contribution to local, community, regional or statewide goals.
**AB 2363 Zero Traffic Fatalities Task Force**

During 2019, the AB2363 Zero Traffic Fatalities Task Force met to develop policies to reduce traffic fatalities to zero. The Task Force examined national examples of alternatives to the 85th percentile as a method for determining speed limits in California. In 2019, RTC staff communicated to Cal STA staff and Task Force members the RTC’s support for allow use of alternative methods for setting speed limits, especially on highways that also serve as main streets, such as Highway 9 in San Lorenzo Valley (SLV). While the Task Force’s report and recommendations had not been released as of January 27, 2020, it is expected to be released soon and include specific administrative and legislative recommends related to defining speed limits. Staff shall continue to monitor and provide an update once the report is available for public review and any legislative or administrative proposals are put forth regarding implementation.

Credits: This document includes excerpts from summaries prepared by the Department of Finance, the Central Coast Coalition’s assistant Gus Khouri Consulting, the California Transit Association (CTA), the California State Association of Counties (CSAC), and CalSTA.

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The following are some federal items and activities from 2019 that may be of interest, as well as some thoughts on potential transportation items in 2020.

**Department of Transportation Budget**

The Trump Administration once again proposed steep cuts to some popular transportation programs in its FY 2020 budget proposal. However, Congress once again soundly rejected those suggestions, and even provided increases to some Department of Transportation programs in FY 2020, including:

- The popular BUILD discretionary grant program (formerly known as TIGER) was targeted for elimination by the White House but instead received $1 billion in FY 2020 from Congress, an increase of $100 million over FY 2019.
- Amtrak was funded at approximately its FY 2019 level of $2 billion in FY 2020, whereas the Trump Administration has proposed phasing out subsidies for the railroad.

Federal highway and public transit formula programs in FY 2020 were funded at or near the levels authorized for them in the 2015 FAST Act, which in most cases was an increase of about 2% from previous year levels. Programs for bus purchases and bus facility construction ($1 billion in FY 2020) and electric bus purchases ($130 million) both received increases over FY 2020 levels as well.

- The 2015 FAST Act also authorized a new program at the Federal Railroad Administration, the Consolidated Rail Infrastructure and Safety Improvements (CRISI) program, and Congress allocated almost $325 million for the program in FY 2020, representing a $70 million increase.

The increases to these and other domestic discretionary programs was made possible through an agreement reached by Congress in early 2020 that increased the very tight overall spending caps for FY 2020 and FY 2021. The 2011 Budget Control Act established those caps with the intent of reducing the federal deficit buy $1.5 trillion over 10 years, but Congress ended up increasing those pre-set spending caps every year over that time with the exception of one.
Infrastructure Package
For a fleeting moment early in 2019, the President and the Speaker of the House reportedly had a handshake agreement to pursue a $2 trillion infrastructure package. That agreement fell apart quickly, as congressional Republicans expressed concern with the number and relations between the White House and congressional Democrats deteriorated.

- Increases to existing federal highway and transit programs did provide some stimulus to federal infrastructure efforts in 2019. However, the Trump Administration also used its ability to make competitive grants to award those funds in large numbers to rural road projects, which DOT Secretary Elaine Chao has claimed have been ignored in the past.

Tax Credits
In late December, Congress approved extensions of a group of tax breaks that cover a variety of areas. This package of “extenders” included an extension of the break for railroad track maintenance on short line railroads (commonly known as the “45G” tax credit, after its section of the IRS Code) through 2022. The extenders package also includes an extension through 2020 of the alternative fuels tax credit from which Santa Cruz METRO receives a rebate for clean fuels purchases.

Opportunity Zones
The tax bill that was signed into law in late 2017 included the creation of the federal Opportunity Zone program, which provides tax relief on federal capital gains to individuals who invest in low income census tracts designated by the Governors of each state. In 2018, then-Governor Brown designated 879 Opportunity Zones (OZs) in California, including four in Santa Cruz County.

In addition to the tax breaks for individuals investing in the OZs, the Trump Administration has made federal investment in OZs a priority. Notices of funding availability from virtually every federal agency now provide some kind of priority for a proposal that serves a designated OZ. For example, the Department of Transportation recently reported that it had issued 13 notices of funding opportunities (totaling $2 billion) in 2019 that included some language encouraging projects in OZs.

Outlook for 2020

FAST Act Reauthorization:
The FAST Act, which authorizes federal highway and transit programs, expires in September 2020 and a new bill will be a priority for the committees with jurisdiction over DOT programs this year. The most significant hurdle to enactment of a new multi-year reauthorization will be finding a funding mechanism to keep the Highway Trust Fund (HTF), which provides guaranteed funding for many highway and transit programs, solvent. Federal gasoline taxes fund the HTF, but the current level of 18.3 cents per gallon is not enough to fund programs beyond 2020.
While other types of funding are being examined to potentially replace the gas tax as the primary source of funding for the HTF, such as charging drivers by vehicle miles travelled (VMT), none have garnered a consensus. The gasoline tax has not been increased since 1993, and while an increase (as well as indexing the tax for inflation) has broad appeal behind closed doors on both sides of the aisle in Washington, Members of Congress remain nervous about their electoral prospects if they raise taxes.

Without any new sources of dedicated revenue, the HTF would need an infusion of over $100 billion from the General Fund simply to fund highway and transit programs at their current levels from 2021 through 2025. Sponsors of the FAST Act managed to find approximately $70 billion in one-time transfers into the HTF in 2015, but Congress will have a hard time repeating that feat in 2020.

As far as policy changes in the FAST Act reauthorization, the Senate Environment and Public Works (EPW) Committee, which has jurisdiction over federal highway programs, unveiled a significant proposal (S. 2302) last year. Most significantly, the measure approved by the committee (in which Republicans are in the majority) would for the first time create new programs to address the impacts of transportation on climate change. Specifically, it would authorize (over five years):

- $1 billion competitive grant program for alternative fuel vehicle charging and fueling infrastructure.
- $370 million competitive grant program to reduce idling and emissions at port facilities.
- $3.5 billion in supplemental formula and competitive grant funds to States to expand investment in transportation improvements designed to reduce on-road mobile sources of carbon, and to incentivize planning and investments to reduce carbon emissions.
- $1 billion in competitive grants to States and local governments to advance innovative solutions to congestion relief in the most congested metropolitan areas of the country.
- $4.93 billion through a new supplemental formula and competitive grant program to help States improve the resiliency of transportation infrastructure related to natural disasters.

The EPW bill does not identify a funding source for these proposals, but it does increase the chances that climate change will be addressed in any final bill, as the Democratic-led House is expected to include titles in its proposal to address the issue as well.

**Infrastructure Package**

House Democrats are expected to continue to push for more investment in infrastructure and are reportedly developing a wide-ranging proposal for floor consideration this winter. However, the measure is not expected to receive any consideration in the Republican-led Senate, so its chances of enactment are slim.
The House infrastructure package is likely to include provisions of a “Green Energy” package of tax breaks to promote conservation and renewable energy sources that was unveiled by House Democrats late last year. That package includes a proposal by Rep. Panetta, developed with the assistance of Santa Cruz METRO, that would provide a 10% tax credit for manufacturers of zero-emissions buses.

*Fuel Economy Standards*

The Trump Administration is hoping to finalize regulations in 2020 that would freeze automobile fuel economy standards at 2020 levels. The regulations in their current form also propose that the national standards be in place for all 50 states, thus repealing California’s more stringent fuel efficiency standards.

If California were to choose to defy the federal edict on fuel efficiency, federal transportation funds could be withheld in California regions where EPA believes that there is not “conformity” with the federal Clean Air Act.

The state of California, and a slew of environmental organizations, could potentially be in litigation over these rules for the remainder of the President’s time in office.

*National Environmental Policy Act*

This month, the Trump Administration formally issued a proposed rulemaking that would make significant changes to NEPA. The rule is designed to implement an Executive Order to provide for accelerated environmental reviews of infrastructure projects that was signed by the President in 2017.

The proposed rule would narrow the kinds of projects that would be subject to NEPA, set time limits for completion of environmental documents related to a project, and allow federal agencies to ignore the cumulative effects that projects would have on climate change. Public comments on the proposed rule are due by March 10.

Like many regulatory actions in the environmental arena that are being pursued by the Trump Administration, the NEPA rule is likely to be the subject of litigation.

*Autonomous Vehicles*

The Department of Transportation this month unveiled its fourth proposal in a series of voluntary guidance with regard to regulation of autonomous vehicles (AVs). While there are 38 different federal agencies that have some jurisdiction over the issue, the DOT guidance takes a light-handed approach to regulation, proposing a series of principles that the agency hopes will ensure safety, protect privacy, and promote accessibility and mobility.

Safety advocates were critical of the proposal, saying that the voluntary nature of the guidelines make them unenforceable. The proposal does not include any preemption of state and local regulation of AVs, although the AV industry has been urging Congress to do just that. Legislation preempting local control over AVs has moved through Congress in recent years but has not been enacted.
Earmarks
When Republicans took control of the House in 2011, they instituted a rule that banned the practice of spending for specific projects in legislation. This ban on congressionally-directed spending (or “earmarks”) was also agreed to by the Senate.

While GOP leaders liked the optics of banning “pork-barrel” spending, the truth of the matter is that the ban did not help reduce the deficit (funds that were traditionally earmarked were distributed by federal agencies through competitive grants) and Members on both sides complain that it takes away Congress’ Constitutionally-granted power of the purse.

There is a chance that House Democrats will end the earmark ban now that they control the House, and Senate Republicans could conceivably follow suit in 2020. (Senate Majority Leader Mitch McConnell was a legendary earmarker for Kentucky during his time on the Appropriations Committee).

The RTC has benefitted from earmarks in the past for projects such as Highway 1 improvements, the Monterey Bay Sanctuary Scenic Trail, and purchase of the Santa Cruz Branch Rail Line.

However, we would caution that if earmarks do return, they will likely be fewer in number and smaller in size, and in some cases, the additional requirements that come with federal funding in these instances may not be worth the small federal investment.
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<th>O/H Adjustment</th>
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</table>
To: Santa Cruz County Regional Transportation Commission  
From: Grace Blakeslee, RTC Staff  
Re: City of Santa Cruz Article 8 Transportation Development Act Claim

RECOMMENDATION

The Regional Transportation Commission’s Elderly and Disabled Transportation Advisory Committee and staff recommend that the Regional Transportation Commission approve by resolution the City of Santa Cruz Article 8 Transportation Development Act (TDA) Claim for $100,000 in TDA funds for pedestrian crossing safety improvements at 22 non-signalized intersection within the City of Santa Cruz.

BACKGROUND

The Transportation Development Act (TDA) was established by the State Legislature in 1971. The TDA provides one of the major funding sources for public, specialized, bicycle and pedestrian transportation in California. Each year the Regional Transportation Commission allocates Article 8 TDA funds for bikeway and pedestrian projects to local jurisdictions according to the RTC Rules & Regulations using a population formula. TDA funds allocated to a local jurisdiction may be rolled over from one fiscal year to the next. As stated in the Rules and Regulations, a TDA Article 8 claim from local jurisdictions shall include a description of the project adequate for review by the RTC and its advisory committees; justification for the project including a statement regarding its consistency and relationship with the Regional Transportation Plan; estimated cost of the project including other funding sources; and a statement agreeing to maintain the funded project in the condition outlined in the submitted plans for a period of 20 years. Allocation requests with pedestrian components must be reviewed by the Elderly and Disabled Transportation Advisory Committee (E&D TAC) and requests for bicycle facilities must be reviewed by the Bicycle Advisory Committee prior to consideration by the RTC.

DISCUSSION

The City of Santa Cruz submitted an allocation request and Article 8 Transportation Development Act Claim (Exhibits A) for $100,000 for citywide pedestrian crossing safety improvements.

The City’s is proposing to improve non-signalized intersections on Soquel Ave,
Seabright Ave, North Branciforte Ave, King St, Bay St, Alta Ave, Bethany Curve, and East Cliff Dr. by adding crosswalk markings, signs, access ramps, streetlights, sidewalk bulb-outs, and rapid-flashing beacons. The $100,000 in TDA funds would be combined with Highway Safety Improvement Program (HSIP) Cycle 8 Crossing Improvements Funding in the amount of $968,200 to fully fund the proposed improvements. The proposed improvements are designed to reduce fatalities and serious injuries on roads, consistent with the HSIP program objectives.

Additionally, the City of Santa Cruz is requesting that an over-allocation of funds that occurred in FY 18/19 be remedied and $49,746.59 be deducted from their balance. While the budget for the fiscal year was $344,042.82, a total of $393,789.41 was allocated, resulting in an over-allocation of $49,746.59 which must be remedied.

At the November 5, 2019 meeting, the Elderly and Disabled Transportation Advisory Committee reviewed the City of Santa Cruz’s original claim for this project in the amount of $150,000 in TDA funds and recommended that the RTC approve the City’s allocation request. However, the City of Santa Cruz did not have sufficient TDA funds for the RTC to approve this request. Therefore, the City of Santa Cruz submitted a revised Transportation Development Act Claim in January 2020 for $100,000, which is within the City of Santa Cruz’s TDA balance. The City of Santa Cruz revised claim also requests that $40,000 from the City of Santa Cruz Bike Striping be transferred to the unallocated balance in order to complete this request. The City of Santa Cruz is committed to fully funding the crossing improvements and bike striping, if TDA funding is insufficient to complete the project.

The Elderly and Disabled Transportation Advisory Committee and staff recommend that the RTC approve by resolution (Attachment 1) the City of Santa Cruz TDA claim for citywide pedestrian crossing improvements and deduction of the FY18/19 overallocation. The E&D TAC further recommends that the City of Santa Cruz return to the E&D TAC with information about what type of push button equipment will be installed to activate the Rectangular Rapid Flashing Beacons at crossings before construction moves forward to ensure that push buttons are accessible by visually impaired individuals.

FISCAL IMPACT

The TDA funds included in this staff report for the City of Santa Cruz are included in the approved RTC budget; therefore, there is no fiscal impact to the RTC.

SUMMARY

The City of Santa Cruz submitted a TDA Article 8 allocation request and claim form for $100,000 for citywide pedestrian crossing improvements. The Elderly and Disabled Transportation Advisory Committee and staff recommend approval of the City of Santa Cruz’s request for TDA Claim.
ATTACHMENTS:
Attachment 1: Resolution
   Exhibit A: City of Santa Cruz Allocation Claim Form
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission on the date of February 6, 2020 on the motion of Commissioner duly seconded by Commissioner

A RESOLUTION ALLOCATING $100,000 IN ARTICLE 8 TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS TO THE CITY OF SANTA CRUZ FOR PEDESTRIAN CROSSING SAFETY IMPROVEMENTS AND DEDUCT FROM THE CITY OF SANTA CRUZ TDA FUND BALANCE $49,746.59 THAT WAS OVER-ALLOCATED IN FY18/19

WHEREAS, the City of Santa Cruz submitted an allocation request and TDA Claim (Exhibit A) for pedestrian crossing safety improvements and 22 non-signalized intersections;

WHEREAS, the City of Santa Cruz has sufficient unallocated Article 8 TDA revenues;

WHEREAS, the City of Santa Cruz included in the letter a request to deduct from the City of Santa Cruz TDA Fund balance $49,746.59 that was over-allocated in FY18/19;

WHEREAS, the Elderly and Disabled Transportation Advisory Committee has reviewed the TDA project funding request pertaining to its charge and recommend approval;

WHEREAS, the proposed project is consistent with the 2040 Regional Transportation Plan and the claimant agrees to maintain funded projects for a period of 20 years;

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION HEREBY:

1. Allocates $100,000 in TDA Article 8 funds to the City of Santa Cruz for pedestrian crossing safety improvements; and,

2. Deducts $49,746.59 from the City of Santa Cruz TDA fund balance that was over-allocated in FY18/19.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSENT: COMMISSIONERS

ABSTAIN: COMMISSIONERS

---------------------------
Bruce McPherson, Chair

ATTEST:
---------------------------
Guy Preston, Secretary
Exhibit A:  City of Santa Cruz TDA Article 8 Claim

Distribution:  City of Santa Cruz Public Works (CS)
RTC Fiscal
January 22, 2020

Mr. Guy Preston  
Santa Cruz County Regional Transportation Commission (RTC)  
1523 Pacific Avenue  
Santa Cruz, CA 95060

RE: City of Santa Cruz – FY 2019-20 TDA Article 8 Allocation Request - Revised

Dear Mr. Preston:

Please accept this letter as a FY 2019-2020 TDA Article 8 allocation request for the following projects:

HSIP Cycle 8 Crossing Improvements Supplemental Funding $100,000

This project provides additional funding for the City’s awarded Hazard Safety Improvement Program grant of $968,200, in anticipation of construction cost increases. The project improves 22 non-signalized intersections throughout the city with new pedestrian crossing markings, signs, access ramps, streetlights, bulb-outs and Rectangular Rapid Flashing Beacons (RRFB) on Soquel, Seabright, North Branciforte, King, Bay, Alta, Bethany Curve and East Cliff.

In order to fund this request, please transfer $40,000 from the Bikeway Strping project to the unallocated balance. In addition, there was an allocation in excess of available of $49,746.59 that should be deducted from the fund balance.

As with all City claims, the City will commit to maintain any facilities provided with these funds for 20 years and will prepare all necessary environmental review for these projects. All of the projects above are consistent with the City’s Active Transportation Plan and the RTC’s Regional Transportation Plan.

Please call me at 420-5422 if you have any questions or need additional information.

Sincerely,

Christophe J. Schneider  
Assistant Public Works Director/City Engineer

Attachments: Claim Forms  
cc: Transportation Manager (JB)  
     Finance Department (CF)
Transportation Development Act (TDA) – Local Transportation Funds
CLAIM FORM
for Bike/Ped Projects

If you have any questions about this claim form or would like an electronic copy of the form,
please contact the Santa Cruz County Regional Transportation Commission at 460-3200.

Project Information

1. Project Title: HSIP Cycle 8 Crossing Improvements (Supplemental Funding)

2. Implementing Agency: City of Santa Cruz

3. Sponsoring Agency (if different) – must be a TDA Eligible Claimant:

4. TDA funding requested this claim: $100,000

5. Fiscal Year (FY) for which funds are claimed: FY 2020

6. General purpose for which the claim is made, identified by the article and section of the Act which
authorizes such claims: Article 8 Bicycle and/or Pedestrian Facility

7. Contact Person/Project Manager: Chris Schneiter, Assistant Director/City Engineer
   Telephone Number: 831-420-5422  E-mail: cschneiter@cityofsantacruz.com

   Secondary Contact (in event primary not available): Nathan Nguyen, Associate Civil Engineer
   Telephone Number: 831-420-5188  E-mail: nnguyen@cityofsantacruz.com

8. Project/Program Description/Scope (use additional pages, if needed, to provide details such as work
   elements/tasks):

   The Highway Safety Improvement Program (HSIP) is a core federal-aid program to States
   for the purpose of achieving a significant reduction in fatalities and serious injuries on all
   public roads. California's Local HSIP focuses on infrastructure projects with nationally
   recognized crash reduction factors (CRFs). Local HSIP projects must be identified on the
   basis of crash experience, crash potential, crash rate, or other data-supported means.
   Benefit/Cost (B/C) analysis is the key factor for funding through HSIP. Applications
   submitted must have a minimum B/C ratio of 3.5 to be considered in the selection process.

9. Number of people to be served/anticipated number of users of project/program:

   Citywide projects serve schools, school routes, commercial, and parks.

10. Project Location/Limits (attach a map and/or photos if available/applicable, include street names):

   The project improves 22 non-signalized intersections throughout the city with new pedestrian
   crossing markings, signs, access ramps, streetlights, bulb-outs and Rectangular Rapid Flashing
   Beacons (RRFB) on Soquel, Seabright, North Branciforte, King, Bay, Alta, Bethany Curve and East
Cliff.

11. Justification for the project. (Why is this project needed? Primary goal/purpose of the project; problem to be addressed; project benefits; importance to the community):

Pedestrian crossing safety improvements

12. Consistency and relationship with the 2040 Regional Transportation Plan (RTP) – please reference Project or Policy:

Project: SC-P125, Citywide Safe Routes to Schools; AC-P119, Soquel/Water (Branciforte to Morrissey) Crosswalks;
Plan Goals and Targets: 1A, 1C, 1Dii, 1F, 2B

13. Measures of performance, success or completion to be used to evaluate project/program:

- Proven crash reduction countermeasures will be constructed. Long term crash analysis conducted via Annual Traffic safety Report

14. Impact(s) of project on other modes of travel, if any (ex. parking to be removed):

Minimal parking removal required for improving sightlines. Local approval processes, including notification and right to appeal, have already occurred.

15. Project Cost/Budget, including other funding sources, and Schedule:

**Capital Projects – OR ATTACH PROJECT BUDGET**

**Project Start Date: September 2019**

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<th>Design/Engineering</th>
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*Please describe what is included in “Other”:
16. Preferred Method and Schedule for TDA fund distribution, consistent with the RTC Rules and Regulations (a. 90% prior to completion/10% upon completion; or b. 100% after completion):

100% after completion

17. TDA Eligibility:

<table>
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<tr>
<th></th>
<th>YES?/NO?</th>
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<tr>
<td>A. Has the project/program been approved by the claimant's governing body? Attach resolution to claim. (If &quot;NO,&quot; provide the approximate date approval is anticipated.)</td>
<td>Yes</td>
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<tr>
<td>B. Has this project previously received TDA funding?</td>
<td>No</td>
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<tr>
<td>C. For capital projects, have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency for the next 20 years?</td>
<td>Yes</td>
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<tr>
<td>D. Has the project already been reviewed by the RTC Bicycle Committee and/or Elderly/Disabled Transportation Advisory Committee? (If &quot;NO,&quot; project will be reviewed prior to RTC approval.)</td>
<td>No</td>
</tr>
<tr>
<td>E. For &quot;bikeways,&quot; does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: <a href="http://www.dot.ca.gov">http://www.dot.ca.gov</a>).</td>
<td>N/A</td>
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Documentation to Include with Your Claim:

All Claims

X A letter of transmittal addressed to the SCCRTC Executive Director that attests to the accuracy of the claim and all its accompanying documentation.

X Resolution from the TDA Eligible Claimant indicating its role and responsibilities.

Article 8 Bicycle/Pedestrian Claims

X Evidence of environmental review for capital projects: Exempt

Local Agency Certification:

I certify that the information provided in this form is accurate and correct. I understand that if the required information has not been provided this form may be returned and the funding allocation may be delayed.

Signature ___________________________ Title: ________________ Date: 2/24/20

This TDA Claim Form has been prepared in accordance with the SCCRTC's Rules and Regulations, and Caltrans TDA Guidebook (http://www.dot.ca.gov/hq/MassTrans/State-TDA.html).
TO: Regional Transportation Commission (RTC)
FROM: Rachel Moriconi, Senior Transportation Planner
RE: Programming Competitive RSTPX Funds

RECOMMENDATIONS

Staff, the Interagency Technical Advisory Committee (ITAC), Bicycle Committee, and Elderly and Disabled Transportation Advisory Committee (E&D TAC) recommend that the Regional Transportation Commission (RTC):

1. Approve projects to receive up to $350,000 in FY19/20-FY20/21 Regional Surface Transportation Program Exchange (RSTPX) funds, as follows:

   - BikeSmart and WalkSmart: Youth Bike & Walk Safety Education (Ecology Action): $50,000
   - Bike Challenge + to increase bike commuting (Ecology Action): $200,000
   - Project PASEO - Open Streets Events, Earn-a-Bike, and Pop Up Bike Lane (Bike Santa Cruz County): $100,000

Staff further recommends that the RTC:

2. Adopt a resolution to (Attachment 1) amend the Transportation Improvement Program (TIP) for Santa Cruz County and FY19/20 RTC Budget and Work Program to include these projects and funds.

BACKGROUND

As the Regional Transportation Planning Agency (RTPA) for Santa Cruz County, the Regional Transportation Commission (RTC) is responsible for selecting projects to receive certain state, federal and local funds. These discretionary funds include regional shares of Regional Surface Transportation Program Exchange (RSTPX). RSTPX funds are available for a variety of transportation projects as set forth in federal and/or state guidelines. These include various public street and highway, bicycle and pedestrian, transit, transportation system management, and transportation demand management projects.

In September 2019, the RTC indicated its intent to program all but $350,000 of the region’s shares of RSTPX through FY20/21 by formula to cities, the County of Santa Cruz, and Santa Cruz Metropolitan Transit District (METRO). The RTC set aside $350,000 for non-city, non-county, non-METRO entities, with projects to be selected through a competitive application process. At its December 2019 meeting, the RTC programmed formula funds. Projects proposed for competitive funds were reviewed by RTC’s three advisory committees in December 2019 and January 2020.
DISCUSSION

RSTPX Competitive Grants
The RTC received four applications in response to the call for projects for $350,000 in competitive RSTPX funds. Staff considered project deliverability, consistency with the Regional Transportation Plan (RTP) goals, policies, and targets, consistency with RTC adopted planning documents, and federal and state criteria and guidelines when evaluating projects. Staff, the Interagency Technical Advisory Committee (ITAC), Bicycle Committee, and Elderly and Disabled Transportation Advisory Committee (E&D TAC) unanimously recommend that the RTC approve projects to receive competitive RSTPX grant funds, as summarized below.

Recommendations for RSTPX Funds

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<th>Project Description</th>
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<th>Recommended RSTPX</th>
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<td>Bike Santa Cruz County</td>
<td>Project PASEO - Open Streets Events, Earn-a-Bike, and Pop Up Bike Lane</td>
<td>$100,000</td>
<td>$100,000</td>
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<tr>
<td>Ecology Action</td>
<td>Bike and WalkSmart: Youth Bike &amp; Walk Safety Education</td>
<td>$50,000</td>
<td>$50,000</td>
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<tr>
<td>Ecology Action</td>
<td>Bike Challenge + to increase bike commuting</td>
<td>$200,000</td>
<td>$200,000</td>
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<td>Trail Now</td>
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<td><strong>Total</strong></td>
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<td><strong>$429,087</strong></td>
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A summary of the proposals are included as Attachment 1. Applications are online at: https://sccrtc.org/funding-planning/project-funding/2020-rstpx-competitive-grants/

The RTC set aside up to $350,000 for competitive grants, but could also decide to not fund some of these projects, fund projects at lower amounts, or only fund some components of projects. Any unprogrammed amounts would be held in reserve and could be used on these or other projects in the future.

Staff does not recommend funding the Trail Now platform on the railroad tracks project at Antonelli Pond at this time. If the RTC were to fund the platform on the railroad tracks project, the RTC or another agency with a Master Agreement with Caltrans would have to agree to serve as the lead agency responsible for ensuring all state and federal mandates are met, significant logistical challenges would need to be resolved with the federal, state, and local railroad agencies and regulators. Since the proposal is not consistent with the adopted Monterey Bay Sanctuary Scenic Trail Network Master Plan and due to significant unknowns regarding the cost and feasibility of this type of project, staff determined that time is better spent delivering the existing planned trail projects.

While University of California at Santa Cruz (UCSC) decided not to apply in this cycle due to the small pot of funds and their focus on implementing other projects in the next two years, the University has repeatedly expressed interest in applying for RSTPX funds in future cycles. Similarly, Santa Cruz Metropolitan Transit District (METRO),
Community Bridges, and other entities have expressed interest in future RTC-discretionary funds.

**FISCAL IMPACT**

$350,000 of the region’s formula share of state Regional Surface Transportation Program Exchange (RSTPX) funds are available for programming; therefore, there is no new fiscal impact to the RTC other than ensuring that these funds are included accordingly in the budget for the corresponding projects. Approved projects are included in the Transportation Improvement Program (TIP) and the funds are processed through the RTC budget.

**SUMMARY**

The RTC is responsible for selecting projects to receive certain state and federal funds, including state Regional Surface Transportation Program Exchange (RSTPX) funds. The RTC issued a call for projects for $350,000. Staff and RTC Advisory Committees recommend that the RTC award these grant funds to youth bike and walk safety education, open streets and youth earn-a-bike, and bike commute programs.

**Attachment:**
1. Resolution
2. Summary of RSTPX Competitive Grant Applications Received

s:\rtc\tc2020\tc0220\regular agenda\rstpx-2020\rstpxcompetitive-rec-sr.docx
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of February 6, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AMENDING THE
2020 TRANSPORTATION IMPROVEMENT PROGRAM FOR SANTA CRUZ COUNTY AND
AMENDING THE FISCAL YEAR 2019/20 BUDGET AND WORK PROGRAM TO
PROGRAM $350,000 REGIONAL SURFACE TRANSPORTATION PROGRAM EXCHANGE (RSTPX) FUNDS

WHEREAS, the Santa Cruz County Regional Transportation Commission (RTC) prepared the Santa Cruz County Transportation Improvement Program consistent with the Santa Cruz County Regional Transportation Plan (RTP) and state law, and in consultation and cooperation with local project sponsors and Caltrans District 5;

WHEREAS, the Regional Transportation Commission (RTC) set aside $350,000 from the region’s anticipated formula shares of Regional Surface Transportation Program Exchange (RSTPX) funds through FY20/21 to be allocated through a competitive application process; and

WHEREAS, the RTC issued a call for projects and considered project deliverability, consistency with the Regional Transportation Plan (RTP) goals, policies, and targets, consistency with other RTC adopted planning documents, and federal and state criteria and guidelines when evaluating project applications;

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:

1. The 2020 Regional Transportation Improvement Program for Santa Cruz County is hereby amended to program $350,000 of Santa Cruz County’s regional apportionment of Regional Surface Transportation Program Exchange (RSTPX) Surface Transportation Block Grant Program (STBG) funds as follows:

   a. BikeSmart and WalkSmart: Youth Bike & Walk Safety Education (Ecology Action): $50,000
   b. Bike Challenge + to increase bike commuting (Ecology Action): $200,000
   c. Project PASEO - Open Streets Events, Earn-a-Bike, and Pop Up Bike Lane (Bike Santa Cruz County): $100,000

2. The FY 19/20 RTC Budget and Work Program is hereby amended to include these new RSTPX allocations.

3. The RTC shall serve as the public agency sponsor for these projects.

4. Prior to implementation, project sponsors shall present draft plans to and incorporate input from RTC’s Bicycle Committee and/or Elderly and Disabled Transportation Advisory Committee (E&D TAC), as appropriate and feasible.
AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

__________________________________
Bruce McPherson, Chair

ATTEST:

__________________________________
Guy Preston, Secretary

Distribution: Project Sponsors, RTIP file, RTC Fiscal

s:\resoluti\2020\02\rstpx-2020-res.doc
Summary of RSTPX Competitive Grants Applications Received

Full applications are online at:
https://sccrtc.org/funding-planning/project-funding/2020-rstpx-competitive-grants/

Project PASEO: Bike Santa Cruz County
RTC Staff and Committee Recommendation: $100,000

1. Project Title: Project PASEO (Positive ActiveTransportation Safety Education Opportunities)
   Proyecto PASEO (Positivo Transportación Activo Seguridad Educación Oportunidades)

2. Description: Open Streets, Earn-a-Bike and Pop-Up Bike Lane
   Open Streets are free annual public events that temporarily transform roadways into parks for people to bike, walk, skate, and play in a safe and festive environment by temporarily diverting automobile traffic.

   The Earn-a-Bike program is a free, seven week educational and recreational program providing bikes, tools, and safety supplies to middle school students, and instructing them in the basics of bike repair, cycling safety, and nutrition education. Teen mentors support program implementation for younger participants, encouraging biking and healthy eating behavior.

   A Pop-Up Bike Lane is a temporary demonstration of a protected bike lane. A temporary demonstration is a pilot project and therefore easier for Public Works staff and the community to support. It also provides an opportunity for the community to experience and provide input as to whether a permanent installation is of interest. While exact locations are yet to be finalized, they may include 17th Ave in Live Oak and Pennsylvania Dr in Watsonville.

3. Summary of Project Purpose, Need, Benefits:
   Santa Cruz County has a disproportionately high rate of bicycle and pedestrian injuries and fatalities, ranking among the worst for all California counties. Bike Santa Cruz County has been supporting efforts to get local governments to adopt Vision Zero policies towards reducing all traffic-related serious injuries and deaths to zero. Providing our community members of all ages with multiple opportunities for learning how to walk and bike safely is a distinct public health and safety need. Open Streets, Earn-A-Bike and Bike Club programs, and Pop-Up/ Demonstration Protected Bike Lanes all benefit active transportation awareness, safety and confidence in communities and for community members.

   Benefits of comprehensive Project PASEO: The combined effect of these three different programs, with the common goal of promoting active transportation. By instilling confidence in bike handling and bike maintenance skills, and experiencing cycling in safe locations, Project PASEO programs build structure and reduce barriers to cycling for daily trips, increasing quality of life and supporting positive health outcomes for youth and their families in disadvantaged communities, and creating the next generation of bicycle advocates.

4. Additional information on components of work plan
   Open Streets:
   • RSTPX requested: $50,000
   • Total cost: $112,079
   • Schedule: 2 events in Watsonville - summer 2020 & spring 2021, 2 events in Santa Cruz - Fall 2020 & 2021, New TBD location - est. Spring 2021
Project PASEO Description - continued

- Estimated users: 30,000 participants over the course of 5 events
- Benefits:
  - promote physical activity and health
  - promote a culture of bicycling and walking
  - foster community, civic pride and quality of life
  - increase safety and access to the roadway for users of all ages, abilities and modes

Earn-A-Bike Programs:
- RSTPX requested: $30,000
- Total cost: $71,470
- Schedule: Feb 2020 Planning - June 2021 last workshop
- Estimated users: 15 middle school students, and 5 high school students each session (3 sessions, 7 weeks each)
- Benefits:
  - Remove barriers to cycling for youth by providing bicycles to youth, teaching bicycle safety practices and basic bicycle mechanic skills
  - Utilize a Peer-Mentor model to build community connectedness, build confidence for high school and middle school youth, build bikes, and build a youth advocacy base in these communities.
  - Youth in Santa Cruz County are disproportionately burdened by, and at risk for, diabetes and obesity, with 49% of Latino youth and 24% percent of white youth in Santa Cruz County outside the California Department of Education’s “healthy fitness zone”
  - Biking can promote healthy lifelong fitness habits and provide a fun and convenient means of meeting recommended physical activity guidelines

Protected Bike Lanes
- RSTPX requested: $20,000
- Total cost: $57,308
- Schedule: February 2020 – June 2021
- Estimated users: Live Oak - up to 150 cyclists per day; Watsonville - up to 100 cyclists per day
- Benefits:
  - Temporarily demonstrate what a protected bike lane is in order to encourage expansion of protected bicycle lanes throughout Santa Cruz County
  - Increase safety due to the physical separation, rather than just paint, between cyclists and motorists.
  - Increase bike ridership
- Design should address potential barriers to transit and pedestrians, especially at non-crosswalk locations
Bike Challenge +: Ecology Action
RTC Staff and Committee Recommendation: $200,000

1. **Project Title:** Bike Challenge + - a gateway to increased bike commuting

2. **Description:** The Bike Challenge + is an evolution of the Bike to Work is Every Day pilot program which catalyzed and propelled an increase in frequent bike commuting throughout Santa Cruz County. Based on the pilot success and lessons learned, version 2.0 will utilize an online tracking and encouragement platform (either Love to Ride or Ride Amigos) that leverages regular participant rewards, friendly competition and team support/encouragement. The twice-a-year Monthly Bike Challenge and year-round encouragement tools will target all commuters in Santa Cruz County. The Challenge + also includes bike commuter workshops, a Rail Trail Ride, marketing campaign, incentives and data/survey collection all geared toward increasing daily bike commuting.

3. **Summary of Project Purpose, Need, Benefits:** The Bike Challenge + is designed to shift more people to choose the bike for transportation and to increase the frequency of those who currently bike commute. As local jurisdictions build more and better bike infrastructure—such as the Rail —there is a need to create the bike social infrastructure of support and encouragement to get more people on bikes for every day transportation. Benefits include reduced commute and regular drive alone car trips therefore reducing VMT, GHG emissions & other tailpipe pollution, safer, less congested and more livable streets.

4. **Additional information on components of work plan**
   - RSTPX requested: $200,000
   - Total cost: $362,000
   - Schedule: January 2020-December 2021
   - Estimated daily users: 1685
   - Ecology Action will include outreach in Spanish

**Project components:**
- **Two Month-long Bike Challenges:** High visibility month-long Bike Challenges in May and September. EA will utilize an online platform that engages, motivates, tracks and rewards bike commuter and transportation trips. EA will engage at least 1,300 participants from 80 work sites throughout the county. EA will target large employers and communities from a variety of locations, from south to north county.

- **12-month Targeted Encouragement:** Ongoing engagement and encouragement using variety of direct channels – including commuter workshops, bike rides and direct one-on-one outreach -- to motivate at least 1,900 Challenge participants to keep bike commuting year-round. EA will provide demographically specific, bike commuter essentials tool kits to prepare participants for commuting throughout the year.

- **10 bike commuter/safety workshops (five per year):** These direct to commuter workshops focus on safety, commuter gear/resources, bike routes and other essential information to give participants the information, skills and confidence to bike in traffic. EA’s League of American Bicyclists certified instructors utilize video, slides, and interactive presentations to educate participants, including best practice skills for operating ebikes, JUMP bikes and for sharing and using the Rail Trail. Targets: new and intermediate cyclists to teach them how to safely and confidentially navigate busy roads and paved trails. Workshops will be split between community events at high-
profile sites and include lunch time and evening workshops at geographically diverse locations across the County.

- **Host Rail Trail Ride (one in 2021):** Community bike ride and pop-up event on the Westside of Santa Cruz to directly promote and engage the community in making the best use of the newly opened section of the Rail Trail.

- **Survey and Data collection (one baseline and least one follow up survey for each participant):** Collection of both baseline and follow-up survey data to measure the impact of the Challenge + and evaluate the impact of new bike infrastructure such as the Westside Rail Trail. EA will work with RTC staff to design survey questions, analysis and timeline.

- **Incentives:** Randomly selected Challenge participants will be receive rewards to motivate the greatest number of riders throughout the year.

- **Marketing:** Design and implement a marketing campaign based on a needs assessment of new and intermediate riders. The campaign will use a variety of media channels such as social media, original content, photographs and videos, digital graphics/art, monthly e-newsletters, ads, news stories, and on street promo. This campaign will increase awareness and engagement to maximize the number of Challenge participants and move them to adopting bike commuting as a daily habit.
1. **Project Title:** Bike and WalkSmart: Youth Bike & Walk Safety Education

2. **Description:** Walk Smart and Bike Smart program provides 2nd graders pedestrian safety training and 5th graders bicycling safety training throughout Santa Cruz County. This proposal will allow us to teach bike and walk safety to 860 second and fifth graders at some 22 classrooms over the 2-year grant period.

3. **Summary of Project Purpose, Need, Benefits:** Increase safe and regular biking and walking to school by elementary students. Young students lack the knowledge and skills to safely bike and walk to school and other frequent destinations. This program will provide the training to give these students the tools to be safe and frequent active transportation users.

4. **Additional information on components of work plan**
   - RSTPX requested: $50,000
   - Total cost: $56,000
   - Schedule: February 2020-December 2021
   - Estimated users: 860 2nd and 5th graders

   **Project components:**
   - **Bike Smart:** 50-minute classroom presentation followed by a separate 50-minute on-bike training session/ bicycle safety obstacle course (aka bike rodeo) with 5th graders. The on-bike session is proceeded by an in-class reminder of previous lesson and followed by a lessons-learned summary. Bike Smart classroom presentations use a variety of mediums - live demonstrations, animations, videos and discussion - to teach safety behavior to students. Lessons cover the benefits of bicycling, rules of the road, the importance and correct use of a bicycle helmet, choosing safe routes, safely navigating intersection crossings, being visible, and other safe bike-handling topics. Students are quizzed on their knowledge of bicycle safety both before and after completion of the Bike Smart program, to measure program effectiveness.
   - **Walk Smart:** This program is also structured with a classroom and ‘walk around the block’ field session, which requires 2nd graders to walk through a series of exercises including stopping, looking both ways, and crossing the street only when it is free of oncoming vehicles. The training is preceded by either classroom or assembly presentations. The programs utilize bilingual and bicultural staff, coordinate with law enforcement, and provide targeted educational handouts.
   - This proposal will move EA closer to reaching every 2nd and 5th grader with essential walk and bike safety education trainings that will help meet RTC’s Safe Routes to School goals while providing our youth with skills for adopting life long active transportation habits.
Staff does not recommend RSTPX funds for this project. Using state or federal funds and addressing permit and other challenges would require significant RTC staff time.

5. Project Title: **Platform on railroad tracks to provide a transportation trail**

6. Description:
- Design and engineer a platform that is placed on top of the existing railroad tracks to be used as transportation trail
- Platform designed to be removed to allow use of railroad tracks when required.
- Fabricate a platform section as a proof of concept for future implementation along corridor
- Proof of concept platform will allow for cost and regulatory assessments for extended trail platform system
- Conduct public-outreach with platform
- Provide cost estimate to build standard platform for expansion across Santa Cruz Coastal Corridor (Railroad)
- Final permanent location of platform at Antonelli Pond crossing for improved public access
- Report to RTC on platform

7. Summary of Project Purpose, Need, Benefits:
- Lower cost approach for narrow sections of coastal corridor
- Reduce tree and brush cutting requirements
- Allow for wetlands to remain intact and environmentally-sensitive areas
- Increase public access to coastal corridor
- Support long-term trail and transit plans for Santa Cruz County
- Support Railroad and California Transportation Commission (CTC) requirements
- Reduce deterioration of transportation resource
- Enable community to use the coastal corridor for active transportation today

8. Additional information on components of work plan
- RSTPX requested: $79,087
- Total cost per application: $89,334
- Schedule: December/2019 to August/2020
- Estimated users: Not available
RECOMMENDATION

The Elderly & Disabled Transportation Advisory Committee (E&D TAC) and staff recommend that the Regional Transportation Commission approve appointments to the E&D TAC as follows:

1. Janet Edwards – First District member position
2. Paul Elerick – Second District member position
3. Martha Rubbo – Fourth District member position
4. Michael Pisano – Potential Transit User (60+) member position
5. Phil Kipnis – First District alternate position
6. Ed Hutton – Fifth District alternate position
7. Patricia McVeigh – Potential Transit User (60+) alternate position
8. Patricia Fohrman – Fourth District alternate position
9. Alex Weske – Social Service Provider – Disabled member position

BACKGROUND

The Elderly & Disabled Transportation Advisory Committee (E&D TAC) functions best when all committee membership and alternate positions are filled. Currently, 40% of the E&D TAC member positions are vacant, including 3 of the 5 supervisory districts, and 80% of the alternate positions are vacant.

In August, the E&D TAC reviewed and provided input on a recruitment outreach plan. Staff implemented the outreach activities – including flyers, ads, press releases, public service announcements, Commissioner consultation, outreach to agencies working with seniors and people with disabilities, notification to senior centers, announcements at city council meetings and social media/email postings.

DISCUSSION

Outreach activities were very successful and resulted in eight new applicants for the Elderly & Disabled Transportation Advisory Committee. RTC staff worked with Commissioner recommendations and all interested applicants to fill as many vacancies on the committee as possible. Staff recommendations for committee member and alternate positions are shown as “pending” in the attached roster (Attachment 1).

Below is a summary of information about the applicants being recommended with their full applications in the same order in Attachment 2.
• **Janet Edwards** – Ms. Edwards lives in mid-county, is over 60, has used a wheelchair for more than 40 years, is an occasional user of the bus and ParaCruz and has an adult son with autism that uses the bus. Ms. Edwards is also on the Measure D Oversight Committee. She was nominated by Commissioner/ Supervisor John Leopold for the **member position representing the First District**.

• **Paul Elerick** – Mr. Elerick lives in Aptos, is over 60 and has been an active participant in transportation in Santa Cruz County for many years. He worked for former Second District supervisors and was nominated by Commissioner/Supervisor Zack Friend for the **member position representing the Second District**.

• **Martha Rubbo** – Ms. Rubbo lives in Watsonville, has had extensive volunteer experience with the American Red Cross, Watsonville Hospital, Grey Bears, St Vincent de Paul. In addition, Martha has served as an advisory board member on several entities including the Seniors Council and Central Coast Alliance for Health. Currently, she has been senior companion working with the Santa Cruz County Mental health for over 9 years. Martha Rubbo is recommended for the **member position representing the Fourth Supervisorial District**.

• **Michael Pisano** – Mr. Pisano lives in mid-county, works at UCSC and has been on the Metro Advisory Committee since 2015. He has direct experience with family members living with disabilities and using a wheelchair. Michael Pisano is recommended for the **member position representing Potential Transit User (60+)**.

• **Phil Kipnis** – Mr. Kipnis lives in the Happy Valley area, is a senior and is living with disabilities. He has spent time on non-profit boards, helped with transportation for school children with special needs and is comfortable with budget review tasks. Phil Kipnis is recommended for the **alternate position representing the First District**.

• **Ed Hutton** – Mr. Hutton lives near Pasatiempo and is a senior. Formerly he worked at the Boardwalk and is familiar with the benefits of their bus pass program. Ed Hutten is recommended for the **alternate position representing the Fifth District**.

• **Patricia McVeigh** – Ms. McVeigh lives in mid-county, is currently retired and volunteers for many local organizations including Women Care, Kuumbwa, County Animal Shelter, Cabrillo Horticulture, Lifelong Learning and Watsonville Wetlands. She formerly worked as a nurse at Dominican Hospital for 31 years. Patricia McVeigh is recommended for the **alternate position representing Potential Transit User (60+)**.

• **Patricia Fohrman** – Ms. Fohrman lives in City of Watsonville, a volunteers providing rides to seniors and participates in many commissions, including the City of Watsonville Personnel Commission, Santa Cruz County Senior Commission, and the Area Agency on Agency. Patricia Fohrman is recommend for the **alternate positions representing the Fourth District**.

In addition, RTC staff is recommending changes to two existing E&D TAC member positions.

• **Alex Weske**- Mr. Weske is a program coordinator at Hope Services in Santa Cruz County. Hope Services is an organization focused on improving the quality of life of people living with developmental disabilities. Mr. Weske currently serves as the E&D TAC Social Service Provider- Disabled alternate position. Alex W. is recommended for the member position **representing Social Service Provider- Disabled**.

• **Cara Lamb**- Ms. Caroline utilizes transit service and bicycling for transportation. Ms. Lamb lives in the City of Santa Cruz and has been a resident Santa Cruz County
for over 20 years. Ms. Lamb currently serves as the Potential Transit User (60+) E&D TAC member position and is recommended for the member position representing Potential Transit User - Disabled.

In addition, there are vacancies for the member and alternate positions representing Social Service Provider – Senior (County) and Social Service Provider – Disabled (County). Staff has reached out to the Human Services Department at the County of Santa Cruz for recommendations to fill these positions.

**E&D TAC and RTC staff recommend the RTC appointment members and member alternate positions to fill vacancies on the E&DTAC as shown in Attachment 1.**

**FISCAL IMPACT**

The work to recruit for and appoint members to the RTC’s E&D TAC is included in the RTC’s budget and work program and does not add fiscal impacts.

**SUMMARY**

The Elderly & Disabled Transportation Advisory Committee (E&D TAC) functions best when all committee membership and alternate positions are filled. Based on the approved recruitment outreach plan, seven new individuals have expressed interest in joining the E&D TAC. Staff recommends that member and alternate positions be filled as shown (see Attachment 1 for current roster).

**Attachment 1:** January 2019 E&D TAC Roster  
**Attachment 2:** New member applications from J.Edwards, P.Elerick, M.Rubbo, M.Pisano, P.Kipnis, E.Hutton, P.McViegh, P. Fohrman
# Membership Roster

**December 2019**

(Year in Parentheses) = Membership Expiration Date
Potential new members noted as (Pending)

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<thead>
<tr>
<th>Members</th>
<th>Representing</th>
<th>Alternate</th>
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<td>Clay Kempf (2022)</td>
<td>Social Services Provider - Seniors</td>
<td>Patty Talbot (2022)</td>
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<tr>
<td>vacant</td>
<td>Social Services Provider - Seniors (County)</td>
<td>vacant</td>
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<td>Alex Weske (Pending)</td>
<td>Social Service Provider - Disabled</td>
<td>vacant</td>
</tr>
<tr>
<td>vacant</td>
<td>Social Service Provider - Disabled (County)</td>
<td>vacant</td>
</tr>
<tr>
<td>Tara Ireland (2020)</td>
<td>Social Service Provider - Persons of Limited Means</td>
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<td>Lisa Berkowitz (2022)</td>
<td>CTSA (Community Bridges)</td>
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<tr>
<td>Kirk Ance (2020)</td>
<td>CTSA (Lift Line)</td>
<td>Jesus Bojorquez (2022)</td>
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<td>John Daugherty, Vice Chair (2022)</td>
<td>SCMTD (Metro)</td>
<td>Daniel Zaragoza (2022)</td>
</tr>
<tr>
<td>Michael Pisano (Pending)</td>
<td>Potential Transit User (60+)</td>
<td>Patricia McVeigh (Pending)</td>
</tr>
<tr>
<td>Caroline Lamb (Pending)</td>
<td>Potential Transit User (Disabled)</td>
<td>vacant</td>
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<tr>
<th>Supervisorsial District Representatives</th>
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<tr>
<td>Members</td>
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<td>-----------------------------------------</td>
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<tr>
<td>Janet Edwards (Pending)</td>
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<tr>
<td>Paul Elerick (Pending)</td>
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<tr>
<td>Veronica Elsea, Chair (2022)</td>
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<tr>
<td>Martha Rubbo (Pending)</td>
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<td>Deborah Benham (2022)</td>
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COMMITTEE APPOINTMENT APPLICATION

Santa Cruz County Regional Transportation Commission (SCCRTC)
Elderly & Disabled Transportation Advisory Committee (E&D TAC)

Meetings are scheduled for the second Tuesday of every other month at 1:30 p.m. in
the Santa Cruz County Regional Transportation Commission conference room,
located at 1523 Pacific Avenue in downtown Santa Cruz. At least one meeting each
year is scheduled for an alternate location. Please refer to the Committee description,
bylaws and recruitment process for more information.

If you are interested in serving on this committee, please complete this application,
and return it to the Regional Transportation Commission office.

PLEASE TYPE OR PRINT CLEARLY

Name: Janet Edwards
Home address: ________________________________
Mailing address (if different): ________________________________

Phone: (home) _____________________ (business/message) __________________
E-mail: bsjedwards@aol.com

Length of residence in Santa Cruz County: 23 years

Position(s) I am applying for: Any appropriate position

Member EDTOAC

Previous experience on a government commission or committee (please specify)

Measure D oversees Committee
Relevant Work or Volunteer Experience

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<td>Small Businesses</td>
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Statement of Qualifications: Please attach a brief statement indicating why you are interested in serving on this committee and why you are qualified for the appointment. If you have served on this committee in the past, please summarize your accomplishments on the committee and indicate which of the committee's potential future endeavors most interest you.

Certification: I certify that the above information is true and correct and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

/ Signature                      11-6-2019

How did you learn about this opportunity?
___ newspaper
___ radio
___ internet

___ flyer
___ friend/family member
___ other (Supervisor: John Leopold)

Return Application to: SCCRTC
Elderly & Disabled Transportation Advisory Committee
1523 Pacific Avenue
Santa Cruz, CA 95060
fax: 460-3215  email: gblakeslee@sccrtc.org

Questions or Comments: (831) 460-3200
Janet Edwards

Why am I interested in serving on this committee?
1. I am over 60
2. I am disabled in a wheelchair for more than 40 years.
3. I am an occasional user of the bus and paracruz.
4. I have an adult autistic son who has been using the bus.
5. I am concerned about traffic especially in my area and am willing to work on issues. This is what I did.

- The people in the Gross Road area have been very vocal about traffic in their area. This includes traffic coming off the freeway on to the Frontage Road, South Rodeo Gulch and Gross Road. There was a meeting held and it was decided to restrict South Rodeo Gulch during commute hours. Signs went up and nothing happened. So I decided to count cars during one of the worst times. I counted 250 cars on South Rodeo Gulch for one hour on a Friday night on four different occasions. When I reported this number to the staff of Supervisor John Leopold, the CHP decided that there was enough traffic that they would try to send officers to write tickets to enforce the signs. (May and June 2018) Traffic has improved, but is still a little bad at times.
COMMITTEE APPOINTMENT APPLICATION

Santa Cruz County Regional Transportation Commission (SCCRTC)
Elderly & Disabled Transportation Advisory Committee (E&D TAC)

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the Santa Cruz County Regional Transportation Commission conference room,
located at 1523 Pacific Avenue in downtown Santa Cruz. At least one meeting each
year is scheduled for an alternate location. Please refer to the Committee description,
bylaws and recruitment process for more information.

If you are interested in serving on this committee, please complete this application,
and return it to the Regional Transportation Commission office.

PLEASE TYPE OR PRINT CLEARLY

Name:  Paul Elerick

________________________________________
Home address: [Address]

________________________________________
Mailing address (if different): [Address]

________________________________________
Phone: (home) [Phone] (business/message)

________________________________________
E-mail: elerick@cruziolcom

Length of residence in Santa Cruz County: Since July, 1970

Position(s) I am applying for:  □ Any appropriate position

□ Elderly and Disabled Advisory Commission

Previous experience on a government commission or committee (please specify)
Relevant Work or Volunteer Experience

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<th>Position</th>
<th>Dates</th>
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<tr>
<td>Campaign for Sensible</td>
<td>Santa Cruz County</td>
<td>Co-Chair</td>
<td>2004</td>
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<td>Transportation</td>
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<tr>
<td>Robley Levy for Supervisor</td>
<td>Santa Cruz County</td>
<td>Worker</td>
<td>1988</td>
</tr>
<tr>
<td>Ellen Pirie for Supervisor</td>
<td>Santa Cruz County</td>
<td>Worker</td>
<td>1992</td>
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Statement of Qualifications: Please attach a brief statement indicating why you are interested in serving on this committee and why you are qualified for the appointment. If you have served on this committee in the past, please summarize your accomplishments on the committee and indicate which of the committee’s potential future endeavors most interest you.

Certification: I certify that the above information is true and correct and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Signature: [Signature]

Date: 11/1/19

How did you learn about this opportunity?
- [ ] newspaper
- [ ] flyyer
- [ ] radio
- [ ] internet
- [ ] friend/family member
- [x] Patrick Mulhern

Return Application to: SCCRTC
Paul Elerick

Elderly & Disabled Transportation Advisory Committee Candidate for member position representing 2\textsuperscript{nd} Supervisorial District

I have lived in Aptos since 1970 at the same residence. Both my adult children also live in Aptos. We are all committed to making this county remain beautiful and a nice place to live.

I am an IBM retiree and also worked as a manager for Disabled Programmers Inc., a company that sought out disabled people and got them into good paying, rewarding jobs. Also provided programmer training for those that wanted it. I learned a lot about the challenges that people with disabilities face every day and was greatly impressed.

My 30 year career at IBM was all spent in San Jose, commuting from Aptos as many others have done. Most of this time a worked as a manager in Information Technology. I try to stay informed in what's going on in this field.
COMMITTEE APPOINTMENT APPLICATION

Santa Cruz County Regional Transportation Commission (SCCRTC) Elderly & Disabled Transportation Advisory Committee (E&D TAC)

Meetings are scheduled for the second Tuesday of every other month at 1:30 p.m. in the Santa Cruz County Regional Transportation Commission conference room, located at 1523 Pacific Avenue in downtown Santa Cruz. At least one meeting each year is scheduled for an alternate location. Please refer to the Committee description, bylaws and recruitment process for more information.

If you are interested in serving on this committee, please complete this application, and return it to the Regional Transportation Commission office.

PLEASE TYPE OR PRINT CLEARLY

Name: Martha Rubbo

Home address: [Redacted]

Mailing address (if different):

Phone: (home) [Redacted] (business/message)

E-mail: rubborn@att.net

Length of residence in Santa Cruz County: 20 1/2 years

Position(s) I am applying for: ☒ Any appropriate position

Previous experience on a government commission or committee (please specify)

Although I have not served on any government commissions or committees, I have had the opportunity to serve as advisory board member for various Santa Cruz county agencies. I have also had extensive volunteer experience with the American Red Cross during hurricane Katrina relief, and have served as a volunteer at Watsonville Community Hospital, Grey Bears, and St. Vincent de Paul.
Relevant Work or Volunteer Experience

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<th>Position</th>
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<tr>
<td>Senior Companion Program</td>
<td>234 Santa Cruz Ave. Aptos, Ca. 95003</td>
<td>Senior Companion working with Santa Cruz County Mental Health</td>
<td>2010-Present</td>
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<td>Seniors Council Advisory Board</td>
<td>Aptos, Ca. 95003</td>
<td>Advisory Board Member</td>
<td>2015-Present</td>
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<tr>
<td>Central California Alliance for Health (Medi-Cal)</td>
<td>1600 Green Hills Road Ste. 101 Scotts Valley, Ca. 95066</td>
<td>Advisory Board Member</td>
<td>2016-Present</td>
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Statement of Qualifications: Please attach a brief statement indicating why you are interested in serving on this committee and why you are qualified for the appointment. If you have served on this committee in the past, please summarize your accomplishments on the committee and indicate which of the committee’s potential future endeavors most interest you.

Certification: I certify that the above information is true and correct and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Signature ___________________________ Date October 22, 2019

How did you learn about this opportunity?

-x newspaper ________________ flyer
-_ radio ________________ friend/family member
-_ internet ________________ other

Return Application to: SCCRTC
Elderly & Disabled Transportation Advisory Committee
1523 Pacific Avenue
Santa Cruz, CA 95060
fax: 460-3215 email: gblakeslee@scrtc.org

Questions or Comments: (831) 460-3200

Martha Rubbo  
SCCRTC Committee Appointment Application  

Having been a senior companion working with Santa Cruz County Mental Health for over 9 years, I am well aware of the necessity for safe, reliable transportation for the elderly and disabled members of our community. Although the CCAH provides some transportation, they cannot meet the increasing need for services. Also, they cannot accommodate non-members of the alliance.

As a senior companion, I personally log about 2000 miles monthly providing transportation for my clients. I would very much like to serve on the SCCRTC advisory committee and assist this vital organization to fulfill its mission. Thank you for reviewing my application.
COMMITTEE APPOINTMENT APPLICATION

Santa Cruz County Regional Transportation Commission (SCCRTC)
Elderly & Disabled Transportation Advisory Committee (E&D TAC)

Meetings are scheduled for the second Tuesday of every other month at 1:30 p.m. in the Santa Cruz County Regional Transportation Commission conference room, located at 1523 Pacific Avenue in downtown Santa Cruz. At least one meeting each year is scheduled for an alternate location. Please refer to the Committee description, bylaws and recruitment process for more information.

If you are interested in serving on this committee, please complete this application, and return it to the Regional Transportation Commission office.

PLEASE TYPE OR PRINT CLEARLY

Name:  Michael Pisano

Home address:

Mailing address (if different):

Phone: (home) [Redacted] (business/message) 831-459-1867

E-mail: mlpisano@ucsc.edu

Length of residence in Santa Cruz County: 7 YEARS

Position(s) I am applying for: [X] Any appropriate position

[ ] E&D TAC

Previous experience on a government commission or committee (please specify):

I have been on the Metro Advisory Committee (MAC) since 2015. I have been past, co-chair and the chairperson twice. I was on the committee to bring Measure H to ballot, and continue to help with the same group.
### Relevant Work or Volunteer Experience

<table>
<thead>
<tr>
<th>Organization</th>
<th>Town or Address</th>
<th>Position</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>METRO ADVISORY COMMITTEE (MAC)</td>
<td>SANTA CRUZ</td>
<td>MEMBER PAST CHAIR (2X) PAST CO-CHAIR</td>
<td>CURRENT</td>
</tr>
<tr>
<td>TEAMSTERS LOCAL 2110</td>
<td>UCSC</td>
<td>UNION STEWARD</td>
<td>CURRENT</td>
</tr>
<tr>
<td>MEASURE H &amp; AFFORDABLE HOUSING LEADERS (FEDERAL)</td>
<td>SANTA CRUZ COUNTY</td>
<td>ADVOCATE</td>
<td>CURRENT</td>
</tr>
</tbody>
</table>

**Statement of Qualifications:** In the space provided below, please include a brief statement indicating why you are interested in serving on this committee and why you are qualified for the appointment. If you have served on this committee in the past, please summarize your accomplishments on the committee and indicate which of the committee’s potential future endeavors most interest you.

(PLEASE SEE ATTACHED)
COMMITTEE APPOINTMENT APPLICATION

SCCRTC - E&D TAC

Statement of Qualifications:
Although I have lived in Santa Cruz since 2012 – My parents met in Santa Cruz during Spring Break in 1958 and had their first kiss on Cliff Street while walking towards the Boardwalk. My Aunt lived in Santa Cruz in the 60’s, the ‘70s & 80’s. My Uncle moved to Boulder Creek in the ‘60s, and I have another Uncle that moved here in 2017. I, of course, remember the discussion’s around Grandma’s dinner table with my Aunts & Uncles discussing Hwy 17 & Hwy 1. I enjoy helping our community, and I bring a unique perspective to our transportation needs. I have been interested in urban planning and transportation since I was a youngster. I remember making a large diorama of a beach town in kindergarten. I have taken courses at Cal Poly San Luis Obispo on urban planning & transportation, while I tried to gain a Construction Management degree.

As MAC chair & co-chair, I successfully helped lead the MAC through the $6.5 million Metro deficit, Measure D, SB1, and Measure 6. I have advocated for ITS, and TDM for both the City & County of Santa Cruz and UCSC TAPS. I am always looking for ways to increase the Metro’s ridership and find equitable solutions for our transportation needs for our County. As a senior; I see the need to help with transportation for seniors, and bring a little perspective to accessibility as with my grandfather using a wheelchair for the last years of his life. I would enjoy helping the E&D TAC.

Thank you for your time & consideration
Michael Pisano
Certification: I certify that the above information is true and correct and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Signature

Date 9/11/19

How did you learn about this opportunity?

☐ newspaper  ☐ flyer

☐ radio  ☐ friend/family member

☒ internet  ☐ other

Return Application to: SCCRTC
Elderly & Disabled Transportation Advisory Committee
1523 Pacific Avenue
Santa Cruz, CA 95060
fax: 460-6178  email: gblakeslee@sccrtc.org

Questions or Comments: (831) 460-3200

Four (4) pages enclosed
COMMITTEE APPOINTMENT APPLICATION

Santa Cruz County Regional Transportation Commission (SCCRTC)
Elderly & Disabled Transportation Advisory Committee (E&D TAC)

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the Santa Cruz County Regional Transportation Commission conference room,
located at 1523 Pacific Avenue in downtown Santa Cruz. At least one meeting each
year is scheduled for an alternate location. Please refer to the Committee description,
bylaws and recruitment process for more information.

If you are interested in serving on this committee, please complete this application,
and return it to the Regional Transportation Commission office.

PLEASE TYPE OR PRINT CLEARLY

Name:  Phil Kipnis

Home address:  

Mailing address (if different):  

Phone: (home)   (business/message)  

E-mail:  pkipnis@pcvisions.net

Length of residence in Santa Cruz County:  9 years

Position(s) I am applying for:  [✓] Any appropriate position

Previous experience on a government commission or committee (please specify):

none
## Relevant Work or Volunteer Experience

<table>
<thead>
<tr>
<th>Organization</th>
<th>Town or Address</th>
<th>Position</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yavneh Day School</td>
<td>Los Gatos CA</td>
<td>Board Member, President</td>
<td>1990-2001</td>
</tr>
<tr>
<td>Jewish Community Rel.</td>
<td>Los Gatos CA</td>
<td>Board Member</td>
<td>1995-1998</td>
</tr>
<tr>
<td>F.A.C.E.S</td>
<td>San Jose Ca</td>
<td>Board Member</td>
<td>2004-2008</td>
</tr>
</tbody>
</table>

### Statement of Qualifications:
In the space provided below, please include a brief statement indicating why you are interested in serving on this committee and why you are qualified for the appointment. If you have served on this committee in the past, please summarize your accomplishments on the committee and indicate which of the committee’s potential future endeavors most interest you.

I have been honored to serve on some twenty committees and boards of Directors my career in community service. Throughout that time, my job was help lead those institutions forward. Over thirty nine years, I worked within the board structure and it's By-Laws I was elected president of five of those boards by the community.

I found that working within the board structure and studing what the needs of the community were helped me be successful over my thirty nine years, Whether it was my trade association, A Jewish Day School, The Jewish Community Relations Committee, Hillel, SV FACES, JCPA, The Jewish Federation of Silicon Valley, My synagogue, and Regional as well as national boards. Regardless of the Organisitonal structure, I always found ways to focus the board towards it's objective. Sadly, I termed out on many of my favorite boards. However, I've never lost interest in helping my fellow improve their life.
Certification: I certify that the above information is true and correct and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Signature 11/17/2019

Date

How did you learn about this opportunity?
- [ ] newspaper
- [ ] radio
- [ ] internet
- [ ] flyer
- [ ] friend/family member
- [✓] other

Return Application to: SCCRTC
Elderly & Disabled Transportation Advisory Committee
1523 Pacific Avenue
Santa Cruz, CA 95060
fax: 460-6178  email: gblakeslee@sccrtc.org

Questions or Comments: (831) 460-3200

COMMITTEE APPOINTMENT APPLICATION

Santa Cruz County Regional Transportation Commission (SCCRTC)
Elderly & Disabled Transportation Advisory Committee (E&D TAC)

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year is scheduled for an alternate location. Please refer to the Committee description,
bylaws and recruitment process for more information.

If you are interested in serving on this committee, please complete this application,
and return it to the Regional Transportation Commission office.

PLEASE TYPE OR PRINT CLEARLY

Name: Ed Hutton
Home address: [Redacted]
Mailing address (if different): [Redacted]

Phone: (home) [Redacted] business/message)
E-mail: edhutton@sccglobal.net

Length of residence in Santa Cruz County: 40 Years

Position(s) I am applying for: ☐ Any appropriate position
☐ E&D TAC

Previous experience on a government commission or committee (please specify)

Many Years Ago on Santa Cruz City Committee Regarding S&R

Relevant Work or Volunteer Experience
Organization Town or Address Position Dates

<table>
<thead>
<tr>
<th>Big Brother Big Sisters</th>
<th>Santa Cruz County</th>
<th>President</th>
<th>1998</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shakespeare</td>
<td>Santa Cruz</td>
<td>President</td>
<td>1998</td>
</tr>
<tr>
<td>United Way</td>
<td>Santa Cruz</td>
<td>Committee</td>
<td>1998</td>
</tr>
</tbody>
</table>

Statement of Qualifications: Please attach a brief statement indicating why you are
interested in serving on this committee and why you are qualified for the
appointment. If you have served on this committee in the past, please summarize
your accomplishments on the committee and indicate which of the committee’s
potential future endeavors most interest you.

Certification: I certify that the above information is true and correct and I authorize
the verification of the information in the application in the quest I am a final list for the
How did you learn about this opportunity?

☒ newspaper
☐ radio
☐ internet
☐ flyer
☐ friend/family member
☐ other

Return Application to: SCCRTC
Elderly & Disabled Transportation Advisory Committee
1523 Pacific Avenue
Santa Cruz, CA 95060
fax: 460-3215 email: gblakeslee@sccrtc.org

Questions or Comments: (831) 460-3200

[Signature] 11/19/19

17-24
COMMITTEE APPOINTMENT APPLICATION

Santa Cruz County Regional Transportation Commission (SCCRTC)
Elderly & Disabled Transportation Advisory Committee (E&D TAC)

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If you are interested in serving on this committee, please complete this application, and return it to the Regional Transportation Commission office.

PLEASE TYPE OR PRINT CLEARLY

Name: Patricia McVeigh

Home address: [redacted]

Mailing address (if different): Same

Phone: (home) [redacted] (business/message) [redacted]

E-mail: pmcveigh@baymoon.com

Length of residence in Santa Cruz County: 31 years

Position(s) I am applying for: [ ] Any appropriate position

[ ] E+D RTC

Previous experience on a government commission or committee (please specify):

None in Government

17-25
### Relevant Work or Volunteer Experience

<table>
<thead>
<tr>
<th>Organization</th>
<th>Town or Address</th>
<th>Position</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>RETIRED R.N</td>
<td></td>
<td>0.R</td>
<td>31 yrs</td>
</tr>
<tr>
<td>DOMINICAN HOSP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volunteer</td>
<td>Women Care</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Kuumbwa County Animal</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shelter</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dobrillo Horticulture</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VASC - OLLI</td>
<td>Watsonville Wetlands</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Statement of Qualifications:
In the space provided below, please include a brief statement indicating why you are interested in serving on this committee and why you are qualified for the appointment. If you have served on this committee in the past, please summarize your accomplishments on the committee and indicate which of the committee’s potential future endeavors most interest you.

```
as a retired elder, I am interested in knowing about and enhancing transportation services for elderly, disabled and disadvantaged people. I hope to contribute my energy and ability to enhancing these services in our eldering community. Those without transportation face isolation and inability to contribute to our community.
```
Certification: I certify that the above information is true and correct and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Signature

Date

August 21, 2019

How did you learn about this opportunity?

☐ newspaper
☐ radio
☒ internet
☐ flyer
☐ friend/family member
☐ other

Return Application to:  SCCRTC
Elderly & Disabled Transportation Advisory Committee
1523 Pacific Avenue
Santa Cruz, CA 95060
fax: 460-6178  email: gblakeslee@sccrtc.org

Questions or Comments:  (831) 460-3200

17-27
COMMITTEE APPOINTMENT APPLICATION

Santa Cruz County Regional Transportation Commission (SCCRTC) Elderly & Disabled Transportation Advisory Committee (E&D TAC)

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If you are interested in serving on this committee, please complete this application, and return it to the Regional Transportation Commission office.

PLEASE TYPE OR PRINT CLEARLY

Name: Patricia Fehrman

Home address: [Redacted]

Mailing address (if different): P.O. Box 2703, Watsonville 95077-2703

Phone: (home) [Redacted] (business/message) (same)

E-mail: patriciareina@gmail.com

Length of residence in Santa Cruz County: 6 years

Position(s) I am applying for: [X] Any appropriate position

Previous experience on a government commission or committee (please specify):

Chairperson - City of Watsonville Personnel Commission
Member - Santa Cruz County Senior Commission
Area Agency on Aging - Representing Senior Commission
Bike and Pedestrian Coalition
### Relevant Work or Volunteer Experience

<table>
<thead>
<tr>
<th>Organization</th>
<th>Town or Address</th>
<th>Position</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Commission</td>
<td>Santa Cruz County</td>
<td>Representing District 4</td>
<td>2017-</td>
</tr>
<tr>
<td>Bike and Pedestrian Coalition</td>
<td>Santa Cruz County</td>
<td>Representing Seniors</td>
<td>Present</td>
</tr>
<tr>
<td>(Vision Zero)</td>
<td></td>
<td></td>
<td>2016-</td>
</tr>
<tr>
<td>Area Agency on Aging</td>
<td>Santa Cruz County</td>
<td>Representing Senior Commission</td>
<td>2018-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Present</td>
</tr>
</tbody>
</table>

**Statement of Qualifications:** In the space provided below, please include a brief statement indicating why you are interested in serving on this committee and why you are qualified for the appointment. If you have served on this committee in the past, please summarize your accomplishments on the committee and indicate which of the committee’s potential future endeavors most interest you.

I have been active in advocating for seniors for several years and due to my work with IHSS and Harbor Supported Living Services, I have become involved in advocating for the disabled community as well. Transportation is a major issue for both seniors and the disabled as it has tremendous impact on quality of life.

I am particularly interested in encouraging solutions to problems which impact safety and contribute to liveability.
Certification: I certify that the above information is true and correct and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Signature

Date

How did you learn about this opportunity?

☐ newspaper

☐ radio

☐ internet

☐ flyer

☐ friend/family member

☐ other

Return Application to: SCCRTC
Elderly & Disabled Transportation Advisory Committee
1523 Pacific Avenue
Santa Cruz, CA 95060
fax: 460-6178 email: gblakeslee@sccrtc.org

Questions or Comments: (831) 460-3200

17-30
RECOMMENDATIONS

Staff recommends that commissioners wishing to be appointed or reappointed to the RTC’s Budget and Administration/Personnel Committee inform the RTC Chair or Executive Director of their interest by February 14, 2020.

BACKGROUND

The RTC Rules and Regulations indicate that the RTC will make committee appointments at their March meeting. Historically, the RTC has requested that Commissioners inform the Commission Chair or Executive Director of their interest in serving on a committee during the February RTC meeting. Currently, the RTC has one standing committee composed of commissioners, the Budget and Administration/Personnel Committee (B&A/P).

DISCUSSION

As established in the RTC’s Rules and Regulations, commissioner appointments to committees are made annually at the March RTC meeting by the Chair with concurrence of the RTC. There is one standing RTC committee which involves commissioner appointments, the Budget and Administration/Personnel (B&A/P) Committee.

The Budget & Administration/Personnel Committee serves to review and monitor issues relating to the budget, work program, and other administrative functions of the RTC and makes recommendations to the Commission regarding such items. The B&A/P committee also functions as the Personnel Committee to review personnel matters.

The 2019 members of the Budget and Administration/Personnel Committee were:

<table>
<thead>
<tr>
<th>Member</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan Coonerty</td>
<td>Andy Schiffrin</td>
</tr>
<tr>
<td>John Leopold</td>
<td>Dave Reid</td>
</tr>
<tr>
<td>Greg Caput</td>
<td>Tony Gregorio</td>
</tr>
<tr>
<td>Bruce McPherson</td>
<td>Virginia Johnson</td>
</tr>
<tr>
<td>Zach Friend</td>
<td>Patrick Mulhearn</td>
</tr>
<tr>
<td>Jacques Bertrand</td>
<td>Kristen Peterson</td>
</tr>
</tbody>
</table>
Staff recommends that commissioners wishing to be appointed or reappointed to the B&A/P Committee inform the RTC Chair or Executive Director of their interest by February 14, 2020.

SUMMARY

The RTC has one standing commissioner committee, the Budget and Administration/Personnel Committee (B&A/P). Staff recommends that by February 14, 2020 individual Commissioners inform the Chair or Executive Director of their interest in continuing to serve on or being newly appointed to the Budget and Administration/Personnel Committee.
The President of the Special District Risk Management Authority
Hereby gives special recognition to
Santa Cruz County Regional Transportation Commission
The President’s Special Acknowledgement Award is to recognize members with no "paid" claims during the prior five consecutive program years in the Workers’ Compensation Program. A "paid" claim for the purposes of this recognition represents the first payment on an open claim during that same period. Congratulations on your excellent claims record!
September 20, 2019
Mike Scheeler, SDRMA Board President
# PROJECTS UNDER CONSTRUCTION

<table>
<thead>
<tr>
<th>Project</th>
<th>Location Post Mile (PM)</th>
<th>Description</th>
<th>Construction Timeline</th>
<th>Construction Cost</th>
<th>Funding Source</th>
<th>Project Manager (Resident Engineer)</th>
<th>Contractor</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Santa Cruz 1 CAPM and Bridge Rails (1C85U)</td>
<td>In and near Santa Cruz from North Aptos up to Jct. Route 9 PM (10.2 to 17.5)</td>
<td>Pavement Rehabilitation, ADA Curb Ramps, Guardrail/Barrier rail/Bridge</td>
<td>June 2, 2019 – Fall 2020</td>
<td>$22 million</td>
<td>SHOPP</td>
<td>Luis Duazo (GG)</td>
<td>Granite Construction Company Watsonville, CA</td>
<td>Construction is underway and scheduled for completion in Fall 2020.</td>
</tr>
<tr>
<td>2. Highway 9 Spring Creek Road Soldier Pile Wall (1K140)</td>
<td>Near Boulder Creek at Spring Creek Road (PM 15)</td>
<td>Construct Soldier pile wall restore roadway and facilities, place water pollution control BMPs, erosion control</td>
<td>Summer 2019—Spring 2020</td>
<td>$2.8 million</td>
<td>SHOPP</td>
<td>Doug Hessing (BR)</td>
<td>Gordon N. Ball, Inc. Alamo, CA</td>
<td>Construction is scheduled to be completed by Spring 2020.</td>
</tr>
<tr>
<td>3. Highway 17 Pasatiempo Shoulder Widening (1C670)</td>
<td>South of Pasatiempo overcrossing (PM 0.2/0.5)</td>
<td>Shoulder widening and soil nail wall</td>
<td>Spring 2019-Summer 2020</td>
<td>$5.7 million</td>
<td>SHOPP</td>
<td>Luis Duazo (BR)</td>
<td>Graniterock Company Watsonville, CA</td>
<td>Retaining wall construction has begun and project is scheduled to be substantially complete by Summer 2020; Project is currently in winter suspension.</td>
</tr>
<tr>
<td>4. Highway 17 North Route 17 CAPM (1F760)</td>
<td>Scotts Valley from just north of the Granite Creek Road over-crossing to SCL (PM 6.0/12.5)</td>
<td>Maintenance pavement overlay</td>
<td>Spring 2019—Spring 2020</td>
<td>$19 million</td>
<td>SHOPP SB-1</td>
<td>Doug Hessing (JW)</td>
<td>Granite Construction Company, Watsonville, CA</td>
<td>Construction is underway and is scheduled to be completed in Spring of 2020.</td>
</tr>
<tr>
<td>5. Pedestrian Signal Upgrades (1G160)</td>
<td>Various Locations: Highways 1, 9, 17, 129, and 152</td>
<td>Install Accessible Pedestrian Signal (APS)</td>
<td>January 2020 – Summer 2020</td>
<td>$ 1.8 million</td>
<td>SHOPP</td>
<td>Mike Lew (FA)</td>
<td>Crosstown Electrical &amp; Data, Inc</td>
<td>The project was awarded to Crosstown Electrical &amp; Data, Inc and is scheduled to begin early in 2020.</td>
</tr>
</tbody>
</table>
## PROJECTS IN DEVELOPMENT

<table>
<thead>
<tr>
<th>Project</th>
<th>Location Post Mile (PM)</th>
<th>Description</th>
<th>Construction Timeline</th>
<th>Estimated Construction Cost</th>
<th>Funding Source</th>
<th>Project Manager</th>
<th>Phase</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6. Highway 1 Soquel Creek Scour Protection</strong> (1H480)</td>
<td>In Capitola at Soquel Creek Bridge (PM 13.3)</td>
<td>Bridge preventative maintenance – Place scour protection</td>
<td>Winter 2022</td>
<td>$2.2 million</td>
<td>SHOPP</td>
<td>Luis Duazo</td>
<td>PA&amp;ED</td>
<td></td>
</tr>
<tr>
<td><strong>7. TMS Detection Repair</strong> (1H990)</td>
<td>Various locations throughout District 5 along SRs 1, 17, 68, 156, 101 (PM Various)</td>
<td>Replace failed TMS Detection</td>
<td>Summer 2020</td>
<td>$451,000</td>
<td>SHOPP SB-1</td>
<td>Brandy Rider/Amy Donatello</td>
<td>PS&amp;E/RW</td>
<td>Project is in Design.</td>
</tr>
<tr>
<td><strong>8. Highway 1/Highway 17 Ramp Safety Improvements</strong> (1H060)</td>
<td>From the fishhook to Pasatiempo overcrossing (PM 16.7)</td>
<td>Construct ramp safety improvements</td>
<td>May 2020</td>
<td>$5.8 million</td>
<td>SHOPP</td>
<td>Luis Duazo</td>
<td>PS&amp;E/RW</td>
<td></td>
</tr>
<tr>
<td><strong>9. Highway 1 Davenport Culvert Replacement</strong> (1F200)</td>
<td>Near Davenport and south of Waddell Creek Bridge (PM 31.9/35.7)</td>
<td>Replace culverts</td>
<td>Fall 2021</td>
<td>$3.6 million</td>
<td>SHOPP SB-1</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
<td>Project is in preliminary Design and environmental phase.</td>
</tr>
<tr>
<td><strong>10. SCr 9 South Drainage and Erosion Control Improvements</strong> (1F920)</td>
<td>From SR 1 and 9 to slightly north of Glen Arbor Road (PM 0.0/8.5)</td>
<td>Upgrade drainage systems and stabilize slopes</td>
<td>Fall 2020</td>
<td>$2 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PS&amp;E/RW</td>
<td>Project is in Design.</td>
</tr>
</tbody>
</table>
### PROJECTS IN DEVELOPMENT (Cont’d.)

<table>
<thead>
<tr>
<th>Project</th>
<th>Location Post Mile (PM)</th>
<th>Description</th>
<th>Construction Timeline</th>
<th>Estimated Construction Cost</th>
<th>Funding Source</th>
<th>Project Manager</th>
<th>Phase</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.</td>
<td>Highway 9 PM 1.0 and 4.0</td>
<td>Near SCr north of Vernon Street (PM 1/1)</td>
<td>Construct side-hill viaduct restore roadway and facilities, place Water Pollution Control BMPs, erosion control</td>
<td>Fall 2022</td>
<td>$9.9 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
</tr>
<tr>
<td></td>
<td>Viaduct (1K120)</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>SCr 9 Upper Drainage and Erosion Control Improvements (1G950)</td>
<td>In Boulder Creek from Holiday Lane to just south of Ben Lomond to the SR 236/9 Junction (PM 8.5/25.5)</td>
<td>Upgrade drainage and erosion control</td>
<td>Spring 2023</td>
<td>$5.4 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
</tr>
<tr>
<td>13.</td>
<td>Highway 9 San Lorenzo River Bridge and Kings Creek Bridge Replacement (1H470)</td>
<td>Near Boulder Creek, at San Lorenzo River Bridge and at Kings Creek Bridge (PM 13.6/15.5)</td>
<td>Replace bridges</td>
<td>Summer 2022</td>
<td>$12 million</td>
<td>SHOPP SB-1</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
</tr>
<tr>
<td>14.</td>
<td>Highway 9 Hairpin Tieback (1K130)</td>
<td>Near Boulder Creek about 1.1 miles south of the SR 236/9 Junction (PM 19.97)</td>
<td>Soldier Pile Tieback Retaining Wall</td>
<td>Spring 2021</td>
<td>$2.6 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
</tr>
<tr>
<td>15.</td>
<td>Highway 17 Wildlife Habitat Crossing (1G260)</td>
<td>From Laurel Road to just north of Laurel Road (PM 9.442-9.692)</td>
<td>Construct wildlife undercrossing</td>
<td>2020</td>
<td>$5.6 million</td>
<td>SHOPP</td>
<td>Aaron Henkel</td>
<td>PS&amp;E/RW</td>
</tr>
</tbody>
</table>
# PROJECT UPDATE – SANTA CRUZ COUNTY

Prepared for the February 6, 2020 Santa Cruz County Regional Transportation Commission Meeting

## Projects in Development (Cont’d.)

<table>
<thead>
<tr>
<th>Project</th>
<th>Location Post Mile (PM)</th>
<th>Description</th>
<th>Construction Timeline</th>
<th>Estimated Construction Cost</th>
<th>Funding Source</th>
<th>Project Manager</th>
<th>Phase</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.</td>
<td>Highway 129/ Lakeview Road Intersection Improvements (1G990)</td>
<td>Construct roundabout and improve street lighting</td>
<td>2020</td>
<td>$4.5 million</td>
<td>SHOPP</td>
<td>Luis Duazo</td>
<td>PS&amp;E/RW</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Highway 152 Corralitos Creek ADA (05-1F620)</td>
<td>Construct Accessible Pathway</td>
<td>Spring 2022</td>
<td>$3.4 million</td>
<td>SHOPP</td>
<td>Mike Lew</td>
<td>PA&amp;ED</td>
<td>Project is currently at 50% complete for the PA&amp;ED stage.</td>
</tr>
<tr>
<td>18.</td>
<td>Crosswalks and Pedestrian Safety Enhancements (1G760)</td>
<td>Install Electrical / Signs / Markings / Pavement</td>
<td>Fall/Winter 2019</td>
<td>$900,000</td>
<td>SHOPP</td>
<td>Ken Dostalek</td>
<td>PS&amp;E</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Santa Cruz 1 CAPM and Bridge Rails (1C85U)</td>
<td>Pavement Rehabilitation, ADA Curb Ramps, Guardrail/Barrier rail/Bridge</td>
<td>January 2019 - June 2023</td>
<td>$19 million</td>
<td>SHOPP</td>
<td>Luis Duazo</td>
<td>PS&amp;E/RW</td>
<td>1C85U combines two projects 1C850 and 1F520 for construction. Ten Accessible Pedestrian Signal (APS) locations also added to 1C85U. These APS locations are being removed from 1G160.</td>
</tr>
<tr>
<td>20.</td>
<td>Highway 236 Heart Hill Wall (1M450)</td>
<td>Install engineered fill and restore roadway</td>
<td>2022/2023</td>
<td>$1.8 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PID</td>
<td>Project is just kicking off PID phase.</td>
</tr>
</tbody>
</table>
ACRONYMS USED IN THIS REPORT:

ADA                 Americans with Disabilities Act
CEQA                California Environmental Quality Act
CMAQ                Congestion Mitigation Air Quality
CMAIA               Corridor Mobility Improvement Account
CTC                 California Transportation Commission
ED                  Environmental Document
EIR                 Environmental Impact Report
PA&ED               Project Approval and Environmental Document
PM                  Post Mile
PS&E                Plans, Specifications, and Estimates
RW                  Right of Way
SB1                 Senate Bill 1, the Road Repair and Accountability Act of 2017
SCL                 Santa Clara County Line
SHOPP               State Highway Operation and Protection Program
SR                  State Route
STIP                State Transportation Improvement Program
TMS                 Traffic Management System
TO: Regional Transportation Commission (RTC)
FROM: Guy Preston, Executive Director
RE: Amendment to the Measure D Expenditure Plan

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC):

1. Adopt by Resolution (Attachment 1) findings of necessity and initiate/propose the First Amendment to the Measure D Expenditure Plan to be effective forty-five days after notice of the First Amendment is provided as required by Public Utilities Code Section 180207.

BACKGROUND

On November 8, 2016, the voters of Santa Cruz County approved the Measure D Ordinance (the Ordinance) enacting a retail transaction and use tax dedicated to making transportation improvements. The Ordinance includes an Expenditure Plan and a requirement that the Santa Cruz County Regional Transportation Commission (RTC), in its role as the Measure D Authority, shall allocate, administer, and oversee the expenditure of all Measure Revenues which are not directly allocated by formula annually to other agencies through an Implementation Plan, which it will update at least every 5 years, following a public hearing.

When the Ordinance was drafted and passed, state and federal funding sources available to improve, maintain, and operate the local, multi-modal transportation system had dramatically decreased and become increasingly unreliable. As such, Measure D was intended to be a local transportation funding source to supplement and leverage state and federal funding sources.

The Expenditure Plan outlines the use of Measure Revenues distributed across five investment categories. The investment categories are consistent with the Regional Transportation Plan (RTP) and improve mobility, promote sustainability, and improve safety regionally.

Staff released a DRAFT Measure D Strategic Implementation Plan (SIP) for public review on Friday, December 20, 2019. A public hearing was held on January 16, 2020. One of the public comments received expressed concern that auxiliary lanes between Freedom Boulevard and State Park Drive were not specifically called out in the Measure D Expenditure Plan that was approved by the voters. That comment suggested that RTC should follow the amendment process provided for in the Ordinance to add the auxiliary lanes between Freedom Boulevard and State Park Drive to the Expenditure Plan.
DISCUSSION

The Measure D Expenditure Plan provided for 25% of Revenues to be allocated to Highway 1 and Highway 17 corridor projects to increase the safety and efficiency of these corridors in Santa Cruz County. The Highway Corridor investment category of the Expenditure Plan states that highway investments included in the Expenditure Plan improve traffic flow and safety on Highway 1, especially for South County and Mid-County commuters, small business, bus riders and first responders (law enforcement, fire, medical) by adding auxiliary lanes between three interchanges: 41st Ave-Soquel Dr; Bay Ave/Porter St-Park Ave; and State Park Dr-Park Avenue. Auxiliary lanes are identified as lower cost highway projects that can improve flow by separating entering or exiting traffic from the through lanes and can help improve the safety on this high traffic volume corridor.

The Highway Corridor investment category of the Expenditure Plan also states that programs that reduce fatal injury collisions on highways and reduce congestion are also funded by Measure Revenues. The Expenditure Plan provides example programs that improve safety and reduce congestion, including the Safe on 17 Task Force and the Freeway Service Patrol programs.

In addition Measure D Section 5.E. states that Measure Revenue, including any interest or other earnings thereon, may only be used for transportation purposes described in the Ordinance and Expenditure Plan (Exhibit A), including: the implementation and administration of all provisions and requirements of this Ordinance as amended; the construction, acquisition, maintenance, and operation of streets, roads, highways, including local roads, state highways and public transit systems.

Section 25 of the Ordinance states that this Ordinance may be amended to provide for the use of additional federal, state, and local revenues, to account for unexpected revenues, or to take into consideration unforeseen circumstances. The Ordinance and Expenditure Plan may only be amended, if required, by the following process set forth in Section 180207 of the Public Utilities Code: (1) Initiation of amendments by the Authority reciting findings of necessity; (2) Provisions of notice and a copy of amendments provided to the Board of Supervisors and the City Councils in Santa Cruz County; (3) The proposed amendments shall become effective 45 days after notice is given. Initiation and approval of amendments require a two-thirds (2/3) vote of the total membership of the Authority.

Although Measure D provides significant funding to deliver the Regional investments identified in the Expenditure Plan, it was not intended to fully fund all investments. Section 9 of the ordinance states that leveraging or matching of outside funding sources is strongly encouraged. Any additional transportation revenues made available through their replacement by matching funds will be spent based on the principals outlined for fund allocations described in the Ordinance and Expenditure Plan.

When the Ordinance was written and adopted by the voters, there was limited and unreliable state and federal funding sources. In 2017, the California State Legislature passed, and the Governor signed Senate Bill 1 (Beall, 2017), also known as the Road...
Repair and Accountability Act of 2017, increasing transportation funding by an estimated $52.4 billion over the next 10-years. Senate Bill 1 (SB1) includes an estimated $250 million per year for projects that will improve traffic flow and mobility along the state’s most congested routes through the Solutions to Congested Corridors Program (SCCP). SB1 also includes an estimated $200 million per year as matching funds to local agencies with voter-approved transportation tax measures through the Local Partnership Program (LPP). Consistent with Public Utilities Code Section 180207, these two SB1 grant programs represent additional state funds and are also an unforeseen circumstance that significantly expanded the leveraging capacity of Measure D Revenues, especially for the types of improvements contemplated by the Highway Corridor investment category of the Expenditure Plan.

On June 26, 2018 Monterey Salinas Transit (MTS) and Santa Cruz Metropolitan Transit District (METRO) completed a Project Report and Feasibility Study of Bus on Shoulder (BOS) Operations on State Route 1 (SR 1) and the Monterey Branch Line, identifying a hybrid auxiliary lane / BOS project on SR 1 between the Morrissey Boulevard and Freedom Boulevard interchanges as a sustainable and cost-effective way to provide meaningful benefits to transit riders in the corridor.

In December 2018, the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) certified a Highway 1 Programmatic (Tier 1) EIR with a preferred alternative that included auxiliary lanes between Freedom Boulevard and Bay/Porter Street and between 41st Avenue and Soquel Avenue/Drive. On January 17, 2019, the RTC adopted the Unified Corridor Investment Study (UCIS) identifying a preferred scenario of improvements on three east-west corridors, including Highway. The preferred scenario from the UCIS included integrating bus on shoulder with the construction of auxiliary lanes, with a strategy to utilize Measure D funds as matching funds to compete for and secure state and federal competitive grants for the hybrid auxiliary lane / BOS project segments.

On May 23, 2019, the RTC completed a report for the State Route 1 Auxiliary Lane Bus on Shoulder Concept of Operations, which represents a hybrid auxiliary lane / BOS facility extending from Morrissey Boulevard to Freedom Boulevard. The California Department of Transportation (Caltrans) and the California Highway Patrol (CHP) have both supported the hybrid auxiliary lane / BOS project concept report on SR 1, between Morrissey Boulevard and Freedom Boulevard, which fulfilled a requirement of the legislation which allows Santa Cruz METRO to advance a transit bus-only program using the shoulders of Highway 1.

The guidelines for the SB 1 SCCP and LPP competitive grants are extremely favorable towards projects that are multi-modal and innovative. The hybrid auxiliary lane / BOS corridor project fits well within these guidelines and is likely to receive grant funding in the next two to three rounds. Funds are restricted to the construction component of the project and the project must have environmental clearance within 6-months of CTC program adoption. The next round of funding is expected to be adopted in December 2020. Based on project schedules and work underway, RTC will be eligible to apply for the Auxiliary Lane / BOS projects from 41st Avenue to Soquel Drive (environmental complete and at 95% final design) and from State Park to Bay/Porter (environmental expected in March 2021). If RTC advances environmental clearance of the proposed Freedom Boulevard to State Park Auxiliary Lane / BOS project, it will
likely be eligible to compete for funding in the subsequent round of SB1 SCCP and LPP competitive grant funding, expected in 2022.

Although the Highway 1 - Freedom to Rio del Mar and Rio del Mar to State Park auxiliary lanes and BOS improvements are not expressly excluded from the voter approved Expenditure Plan, amending the Expenditure Plan, in accordance with the Ordinance and the process set forth in Section 180207 of the California Public Utilities Code, to include those segments of Highway 1 would provide more clarity.

Recommendation

Staff recommends that the Regional Transportation Commission adopt by resolution (Attachment 1) findings of necessity and initiate and propose the First Amendment to the Measure D Expenditure Plan to be effective forty-five days after notice of the First Amendment is provided as required by Public Utilities Code Section 180207.

Next Steps

If the First Amendment is approved, the Executive Director would provide notice and a copy of the proposed amendment to the Board of Supervisors and the City Councils in Santa Cruz County. The proposed amendment shall become effective 45 days after notice is given.

FISCAL IMPACT

There is no direct fiscal impact associated with this proposed amendment. The amendment will provide opportunities for RTC to leverage Measure D funds for additional SB1 and other potential grant opportunities.

SUMMARY

The RTC, in its role as the Authority, may amend the Measure D Ordinance and Expenditure Plan to provide for the use of additional federal, state, and local revenues, to account for unexpected revenues, or to take into consideration unforeseen circumstance. Staff recommends that the Commission adopt by resolution (Attachment 1) findings of necessity and initiate the first amendment to the Measure D Expenditure Plan in order to provide clarity that the Highway 1 program of projects to provide auxiliary lanes from Freedom Boulevard to Rio del Mar and from Rio del Mar Boulevard to State Park Drive and BOS improvements are specifically included in the Measure D Expenditure Plan.

Attachments:

1. Resolution Reciting Findings of Necessity and Initiating the First Amendment to the Measure D Expenditure Plan (Exhibit A)
RESOLUTION NO.
Adopted by the Santa Cruz County Regional Transportation Commission on the date of February 6, 2020 on the motion of Commissioner duly seconded by Commissioner

A RESOLUTION RECITING FINDINGS OF NECESSITY AND INITIATING/PROPOSING THE FIRST AMENDMENT TO THE MEASURE D EXPENDITURE PLAN TO BE EFFECTIVE FORTY-FIVE DAYS AFTER NOTICE OF THE FIRST AMENDMENT IS PROVIDED AS REQUIRED BY PUBLIC UTILITIES CODE SECTION 180207.

WHEREAS, on November 8, 2016, the voters of Santa Cruz County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code, Division 19, Section 18000 et seq. (the “Act”), adopted the Measure D Ordinance (the “Ordinance”) approving the Santa Cruz County Regional Transportation Commission (“RTC”) to administer the proceeds from a retail transactions and use tax of one-half of one-percent (0.5%) for 30 years to improve, operate, and maintain Santa Cruz County’s transportation network; and

WHEREAS, the Ordinance was passed as a means to supplement and leverage state and federal transportation funding sources; and

WHEREAS, the Ordinance includes an Expenditure Plan that outlines the use of transportation funds that will be generated through the tax measure over the next 30 years; and

WHEREAS, the Ordinance includes five investment categories, including a category for Highway Corridors; and

WHEREAS, the Highway Corridor investment category provides funds for Highway 1 and Highway 17 corridor projects to improve the safety and efficiency of these corridors in Santa Cruz County; and

WHEREAS, Highway 1 investments included in the Expenditure Plan, improve traffic flow and safety on Highway 1, especially for South County and Mid-County commuters, small businesses, bus riders, and first responders by adding auxiliary lanes between interchanges; and

WHEREAS, Assembly Bill (AB) 946 (Stone, 2013) authorizes transit buses to utilize highway shoulders in Monterey and Santa Cruz Counties; and

WHEREAS, on June 26, 2018 Monterey Salinas Transit (MTS) and Santa Cruz Metropolitan Transit District (METRO) completed a Project Report and Feasibility Study of Bus on Shoulder (BOS) Operations on State Route 1 (SR 1) and the Monterey Branch Line, identifying a hybrid auxiliary lane / BOS project on SR 1 between the Morrissey Boulevard and Freedom Boulevard interchanges as a sustainable and cost-effective way to provide meaningful benefits to transit riders in the corridor; and

WHEREAS, in December, 2018, the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) certified a Highway 1
WHEREAS, on January 17, 2019, the RTC adopted the Unified Corridor Investment Study (UCIS) to identify a preferred scenario of improvements on three east-west corridors, including Highway 1; and

WHEREAS, the preferred scenario from the UCIS included integrating bus on shoulder with the construction of auxiliary lanes, with a strategy to utilize Measure D funds as matching funds to compete for and secure state and federal competitive grants for the hybrid auxiliary lane / BOS project segments; and

WHEREAS, on May 23, 2019, the RTC completed a report for the State Route 1 Auxiliary Lane Bus on Shoulder Concept of Operations, which represents a hybrid auxiliary lane / BOS facility extending from Morrissey Boulevard to Freedom Boulevard; and

WHEREAS, the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP) have both supported the hybrid auxiliary lane / BOS project concept report on SR 1, between Morrissey Boulevard and Freedom Boulevard, which fulfilled an AB946 requirement, and allows Santa Cruz METRO to advance a transit bus-only program using the shoulders of Highway 1; and

WHEREAS, when the Ordinance was written and adopted by the voters, there was limited and unreliable state and federal funding sources; and

WHEREAS, in 2017, the California State Legislature passed, and the Governor signed Senate Bill 1 (Beall, 2017), also known as the Road Repair and Accountability Act of 2017, increasing transportation funding by an estimated $52.4 billion over the next 10-years; and

WHEREAS, Senate Bill 1 (SB1) includes an estimated $250 million per year for projects that will improve traffic flow and mobility along the state’s most congested routes through the Solutions to Congested Corridors Program (SCCP); and

WHEREAS, SB1 includes an estimated $200 million per year as matching funds to local agencies with voter-approved transportation tax measures; and

WHEREAS, SB1 grant programs expanded the leveraging capacity of Measure D Revenues.

WHEREAS, RTC’s auxiliary lane and bus on shoulders projects are well positioned to compete for SB1 SCCP and LPP grant opportunities in the next two to three cycles; and

WHEREAS, the Ordinance and Expenditure Plan may be amended to provide for the use of additional federal, state, and local revenues, to account for unexpected revenues, or to take into consideration unforeseen circumstances; and

WHEREAS, the Ordinance and Expenditure Plan may only be amended by the
following process set forth in Section 180207 of the Public Utilities Code: (1) Initiation/proposal of amendments by the Authority reciting findings of necessity; (2) Provisions of notice and a copy of amendments provided to the Board of Supervisors and the City Councils in Santa Cruz County; (3) The proposed amendments shall become effective 45 days after notice is given.

WHEREAS, amendments shall require a two-thirds (2/3) vote of the total membership of the Authority.

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The following findings of necessity relating to the proposed First Amendment to the Measure D Expenditure Plan related specifically to Highway 1 between Freedom Boulevard and Soquel Drive are recited:
   a. Significant operations and safety challenges continue ensuring continued significant congestion along the Highway 1 corridor and necessitating that RTC work to address these challenges; and
   b. The operations and safety challenges and the resulting congestion continue to hamper business activity access between the City of Watsonville and other parts of the county necessitating that RTC work to address those challenges; and
   c. The proposed amendment to the Expenditure Plan will address these safety and operations challenges by helping to ensure access to state and federal funding sources for the implementation of hybrid auxiliary lane and bus on shoulder facilities; and
   d. Senate Bill 1 (SB1) provides additional state funding and significantly improved opportunity for the RTC to address the transportation challenges of Santa Cruz County necessitating that the RTC do all that it can to leverage as much SB 1 funding as possible to improve to the fullest extent possible the transportation system of Santa Cruz County; and
   e. Section 9 of the Measure D Ordinance provides that “[l]everaging or matching of outside funding sources is strongly encouraged”; and
   f. The guidelines for the SB1 SCCP and LPP competitive grants are extremely favorable towards projects that are multi-modal and innovative, however, funds are restricted to the construction component of the project and the project must have environmental clearance within 6-months of CTC program adoption. The proposed amendment to the Expenditure Plan would allow these projects to be eligible for potential SB1 funding thereby fulfilling the leveraging preference stated in Measure D.

2. A hybrid auxiliary lane / BOS facility along Highway 1, including segments from the Rio del Mar Boulevard to State Park Drive and the Freedom Boulevard to State Park Drive interchanges, is consistent with the principles outlined for fund allocations described in the Ordinance and Expenditure Plan.

3. The passage of SB1, as a dedicated funding source for transportation projects provides additional state funding for qualifying projects and was unforeseen when the Ordinance and Expenditure Plan were drafted and adopted.

4. The Measure D – Expenditure Plan shall be amended to clearly designate auxiliary lanes between the Rio del Mar Boulevard and State Park Drive and
the Freedom Boulevard and State Park Drive interchanges and to designate bus on shoulders as part of the Highway Safety and Congestion Reduction Programs as shown in Exhibit A.

5. Staff is directed to provide notice and a copy of proposed amendment to the Board of Supervisors and the City Councils in Santa Cruz County as required by Public Utilities Code Section 180207.

6. The proposed amendment shall become effective 45 days after notice is given.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

_________________________
Bruce McPherson, Chair

ATTEST:

_________________________
Guy Preston, Secretary

Attachments

1. Exhibit A - Proposed Amendment to Measure D Expenditure Plan
Overview
Measure D, the 2016 Transportation Improvement Expenditure Plan for Santa Cruz County provides a balanced vision to improve, operate and maintain Santa Cruz County’s transportation network. Projects in the Expenditure Plan will provide safer routes to schools for local students; maintain mobility and independence for seniors and those with disabilities; invest in bicycle and pedestrian pathways and bridges on an unprecedented scale; repave roadways, repair potholes and improve safety on local streets; ease congestion on major roadways; and invest in transportation projects that reduce the pollution that causes global warming.

<table>
<thead>
<tr>
<th>SUMMARY OF TRANSPORTATION INVESTMENTS</th>
<th>% of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Neighborhood Projects</strong></td>
<td></td>
</tr>
<tr>
<td>Direct Allocation to Cities and County</td>
<td></td>
</tr>
<tr>
<td>Local roadway pavement repair and operational improvements, school and neighborhood traffic safety projects, bicycle and pedestrian projects</td>
<td>30%</td>
</tr>
<tr>
<td>San Lorenzo Valley Hwy 9 Corridor Improvements - $10 million</td>
<td></td>
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<tr>
<td>Highway 17 Wildlife Crossing - $5 million</td>
<td></td>
</tr>
<tr>
<td><strong>Highway Corridors</strong></td>
<td></td>
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<tr>
<td>Highway 1 Corridor</td>
<td></td>
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<tr>
<td>Auxiliary lanes that separate entering and exiting traffic from through lanes to improve traffic flow and safety: 41st Ave-Soquel Dr; Bay/Porter-Park; State Park-Park; Rio del Mar-State Park; Freedom-State Park</td>
<td>25%</td>
</tr>
<tr>
<td>Bicycle and pedestrian over-crossings</td>
<td></td>
</tr>
<tr>
<td>Traveler Information and Transportation Demand Management</td>
<td></td>
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<tr>
<td>Example Programs: Cruz511, Carpool/Vanpool Programs</td>
<td></td>
</tr>
<tr>
<td>Highway Safety and Congestion Reduction Programs</td>
<td></td>
</tr>
<tr>
<td>Example Programs: Freeway Service Patrol, bus on shoulder and Safe on 17 Enforcement</td>
<td></td>
</tr>
<tr>
<td><strong>Transit for Seniors and People with Disabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Direct Allocation to Service Providers</td>
<td></td>
</tr>
<tr>
<td>Santa Cruz METRO (16%)</td>
<td>20%</td>
</tr>
<tr>
<td>Community Bridges Lift Line Paratransit Service (4%)</td>
<td></td>
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<tr>
<td><strong>Active Transportation</strong></td>
<td></td>
</tr>
<tr>
<td>Monterey Bay Sanctuary Scenic Trail (Coastal Rail Trail)</td>
<td></td>
</tr>
<tr>
<td>Bike and pedestrian trail construction; maintenance, management and drainage of rail and trail corridor; install conduit for internet and electrical services</td>
<td>17%</td>
</tr>
<tr>
<td><strong>Rail Corridor</strong></td>
<td></td>
</tr>
<tr>
<td>Infrastructure Preservation and Analysis of Options</td>
<td></td>
</tr>
<tr>
<td>Example Projects: Analysis (including environmental analysis) of both rail transit and non-rail options for the corridor; rail line maintenance and repairs</td>
<td>8%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>
DESCRIPTION OF PROJECTS AND PROGRAMS TO BE FUNDED

The Expenditure Plan identifies transportation projects to be funded from a new one-half of one percent transactions and use tax, to be collected for thirty (30) years, if two-thirds of voters approve the ballot measure in 2016. The Expenditure Plan was approved by the voters of Santa Cruz County as a means to address insufficient funding to meet current and projected transportation needs in Santa Cruz County. Given current sales tax receipts, one-half of one percent transaction and use tax is expected to generate $17 million a year in 2016 dollars, totaling approximately $500 million for transportation investments. These local funds can be used to leverage state and federal transportation funds that would otherwise be unavailable. The investments described in the Expenditure Plan reflect the best efforts to achieve consensus among varied transportation needs of Santa Cruz County residents.

Three types of investments are funded in the Expenditure Plan: investment categories which are allocated a percentage of net revenues, capital investments which are allocated specific dollar amounts, and ongoing direct allocations of a percentage of net revenues to cities, the County of Santa Cruz, and transit operators for capital projects and operations. The following describes the investments funded by the 2016 Measure D: Transportation Improvement Expenditure Plan for Santa Cruz County.

Neighborhood Projects – 30% per year

Direct Allocation to Cities and County
The existing local street and road, bicycle, and pedestrian systems are critical to the everyday movement of people within the county. Much of the local roadway system is aging, has potholes, and is in need of major repair. Continued deferred maintenance will result in an exponential increase in the cost of maintaining the roadway system. Additionally, many sections of the county currently have inadequate facilities for bicyclists and pedestrians to travel safely. Current resources, without generation of new revenues for transportation, cannot provide adequate funding to maintain the local roadway system at the level necessary to adequately serve the public or expand the bicycle and pedestrian system to encourage more users.

Approximately $135 million ($4.5 million per year) in Measure Revenues will be allocated to the cities of Capitola, Santa Cruz, Scotts Valley, and Watsonville and the County of Santa Cruz for transportation projects. Projects to be funded with Measure Revenues may include: fixing potholes, local roadway repairs, rehabilitation, reconstruction and intersection improvements; new and improved sidewalks, crosswalks and bicycle lanes and paths, especially near schools; and other transportation projects as necessary for the benefit of residents in those jurisdictions. The County of Santa Cruz and the cities of Capitola, Santa Cruz, Scotts Valley and Watsonville, who are best able to determine their local transportation needs, shall each prepare an annual report through a public process to identify how they plan to spend their share of measure funds and how measure funds were spent in the prior year.
Funds will be distributed at least quarterly to cities and the County of Santa Cruz based on each jurisdiction’s proportional share of the countywide population (29%), lane miles of roadway (39%) and site where the Measure Revenue from the transaction and use tax is generated (32%). Population, road mile, and tax site generation figures will be updated each year based on the latest available data.

**San Lorenzo Valley Highway 9 Corridor**
Ten ($10) million in Measure Revenues is designated for transportation projects improving travel for residents of San Lorenzo Valley. Example projects may include:
- Safety projects for people walking, biking or driving in the Highway 9 corridor through San Lorenzo Valley
- Projects that provide safe access to schools along or near Highway 9
- Intersection and signal improvements
- Bicycle lanes, paths and/or signage
- Accessible pedestrian crosswalks and sidewalks, including lighting and flashing pedestrian beacons that increase visibility
- Improved access to bus stops and bus service

**Highway 17 Wildlife Crossing**
Highway 17 is a major connection between the Monterey Bay Region and San Francisco Bay Area. The dense traffic, concrete median barriers, and lack of drainage culverts and/or bridge undercrossings makes Highway 17 a major barrier for wildlife moving through the Santa Cruz Mountains. Mountain lions, bobcats and deer have all been hit trying to cross Highway 17 which also makes it dangerous for the motorists. Five ($5) million in Measure Revenues will be allocated for construction of a safe passage for wildlife to cross under Highway 17. This project will improve safety for both drivers and wildlife.

**Highway Corridors – 25%**
Aging highway systems continue to operate under high traffic volumes as population, and thus demand for moving people and goods increases. State highways provide essential mobility for Santa Cruz County residents, businesses, and visitors. The highway corridors are the region’s main thoroughfares with Highway 1 carrying over 100,000 people daily. Measure Revenues are needed to improve traffic flow and safety as state and federal formula funds do not fund most highway improvements in Santa Cruz County. Measure Revenues (25% or approximately $125 million total) will be allocated to Highway 1 and Highway 17 corridor projects to increase the safety and efficiency of these corridors in Santa Cruz County.

**Highway 1 Corridor**
Highway investments included in the Expenditure Plan, improve traffic flow and safety on Highway 1, especially for South County and Mid-County commuters, small businesses, bus riders and first responders (law enforcement, fire, medical) by adding auxiliary lanes between three five interchanges: 41st Ave-Soquel Dr; Bay Ave/Porter St-Park Ave; and State Park Dr-Park Ave; Rio del Mar Blvd-State Park Dr; and Freedom Blvd-State Park Drive. Auxiliary lanes are lower cost highway projects that can improve flow by separating entering or exiting traffic from the
through lanes. Approximately 10% of all of the injuries and fatalities in Santa Cruz County in 2013 occurred between Soquel Dr and Park Ave on Highway 1. Auxiliary lanes can help to improve safety on this high traffic volume corridor.

**New bridges for cyclists and pedestrians**
Highways can separate neighborhoods and make it harder to ride a bike or walk to access locations of interest. In order to improve bicycle and pedestrian movement between neighborhoods, employment, retail, medical, and recreation sites on either side of Highway 1, Measure Revenues can be used to construct bicycle/pedestrian bridges crossing over Highway 1 including crossings in Live Oak near Chanticleer Avenue and in Aptos/Seacliff near Mar Vista Elementary School. Measure Revenues can also improve bicycle and pedestrian facilities on existing crossings.

**Traveler Information and Transportation Demand Management**
The efficiency of the existing transportation system can be increased by promoting use of transit, carpooling, vanpooling, as well as bicycling and walking. Transportation demand management strategies can reduce the number of vehicles on our roadways especially during peak periods. Examples of transportation demand management programs that could be funded by this measure include "Cruz511", the traveler information service for Santa Cruz County, and carpool/vanpool programs.

**Highway Safety and Congestion Reduction Programs**
Improving safety is a primary goal of this measure. Programs that reduce fatal and injury collisions on highways and reduce congestion are also funded by Measure Revenues. Examples of programs that improve safety and reduce congestion are the Safe on 17 Task Force, bus on shoulders and the Freeway Service Patrol (roving tow trucks that remove stalled or disabled vehicles, debris, and other obstructions that may cause backups).

**Transportation for Seniors and People with Disabilities – 20% per year**

**Direct Allocation to Service Providers**
Seniors and disabled persons make up an increasing percentage of Santa Cruz County’s population. For seniors and persons with disabilities, access to healthcare, social services, shopping, and recreation is key to quality of life. A number of specialized transportation programs have been implemented which meet specialized needs for transportation to medical services, social service programs, shopping and other purposes that cannot be met by conventional bus transit. An aging population will require maintenance and expansion of transit and paratransit services for elderly and disabled residents into the future.

Measure Revenues (16% or approximately $2.75 million per year) will be distributed to Santa Cruz Metropolitan Transit District (METRO) to provide transit and paratransit service for seniors and people with disabilities. Measure Revenues (4% or approximately $680,000 per year) will be allocated to the Consolidated Transportation Services Agency for Santa Cruz County (Community Bridges-Lift Line) for paratransit service. Paratransit works with social service agencies to
increase transportation options for seniors, individuals with disabilities, and persons with low incomes. Funds will be distributed at least quarterly.

**Active Transportation – 17%**

**Monterey Bay Sanctuary Scenic Trail (Coastal Rail Trail)**
Measure Revenues (17% or approximately $85 million total) will be allocated for the Monterey Bay Sanctuary Scenic Trail Network, otherwise known as the Coastal Rail Trail, for people walking and bicycling along the coast in Santa Cruz County. The coastal rail and trail corridor connects Watsonville, Aptos, Capitola, Live Oak, Santa Cruz, and Davenport and links to trails in Monterey County. The trail offers spectacular views of the Monterey Bay, historic trestles, and a flat surface free of automobile traffic. This trail will provide kids, commuters and recreational bicyclists and walkers a safe and enjoyable way to travel. Funds will be used for trail construction, maintenance, operation, management and drainage of the rail and trail corridor and will leverage other state and federal grants for completion of the trail network.

**Rail Corridor – 8%**

**Infrastructure Preservation and Analysis of Options**
Eight percent of Measure Revenues (approximately $40 million total) will be used for preservation of the Rail Corridor infrastructure and analysis of its future potential use to better serve Santa Cruz County residents and visitors. Projects include analysis (including environmental and economic analysis) to answer important community questions about possible future transit and other transportation uses of the corridor through an open, transparent public process; and maintaining and repairing the publicly-owned Santa Cruz Branch Rail Line. The Measure Revenues do not include funding for any new train/rail service. If the Regional Transportation Commission determines that the best use of the corridor is an option other than rail transit, funds may be utilized for other transportation improvements along and near the corridor.

**Notes**
(1) Estimated revenues from a ½-cent transaction and use tax are $17 million per year (in 2016 dollars) for 30 years. The present value (i.e., present day purchasing power) of the Measure Revenues is forecasted to be approximately $500 Million. The actual revenues to be received over the 30-year life of the tax will be affected by various economic factors, such as inflation and economic growth or decline. The estimated amounts for each category reflect the allocation of approximately $500 Million. The estimated amounts for each category, divided by $500 Million, establishes ratios for the allocation among the categories. While total revenues will vary, the net percentages to each investment category will remain constant over the 30-year life of the tax.

(2) Percentages are net after costs required for administration, implementation and oversight of the measure -- including annual independent fiscal audits, reports to the public, preparation and implementation of state-mandated reports, oversight committee, and other administration, implementation and oversight responsibilities as may be necessary to
administer and implement the Ordinance and the Expenditure Plan. Administrative salaries and benefits shall not exceed 1% of total Measure Revenues.

(3) If bonding is used to advance implementation of any of these projects, finance costs will be paid from the percent of funds designated for the associated investment category.

(4) It is anticipated that a portion of the total costs of the projects included in the Expenditure Plan will also be funded from federal, state, and local sources, as described in the Regional Transportation Plan (RTP).

(5) Outside of the funds to local jurisdictions and transit agencies which will be allocated on an ongoing basis, based on revenues generated, the Santa Cruz County Regional Transportation Commission shall allocate Measure Revenues to all other categories of transportation projects and specific capital projects. Capital investments will be made based upon clearly defined project descriptions and limits resulting from the outcomes of environmental analyses, design engineering, and public input, as applicable.

(6) In the event that any agency that is designated funds through the Expenditure Plan is dissolved, the redistribution of funds will be based on the same formulas minus the dissolved agency. New or successor entities that come into existence in Santa Cruz County during the life of the Expenditure Plan, such as incorporation of a new city, merging of agencies, or designation of a new agency as the county Consolidated Transportation Services Agency or transit agency, may be considered as eligible recipients of funds through the amendment process as set forth in the Ordinance.

Lead Agency:

Santa Cruz County Regional Transportation Commission
www.sccrtc.org
831.460.3210
AGENDA: February 6, 2020

TO: Regional Transportation Commission (RTC)
FROM: Guy Preston, Executive Director
RE: 2020 Measure D – Strategic Implementation Plan (SIP)

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC):

1. Adopt by resolution the 2020 Measure D - Strategic Implementation Plan (SIP) (Attachment 2) and to direct staff to seek opportunities to leverage Measure D funds for state and federals funds in order to expedite deliverables.

BACKGROUND

On November 8, 2016, the voters of Santa Cruz County approved the Measure D Ordinance (the Ordinance) enacting a retail transactions and use tax dedicated to making transportation improvements in the county. The Ordinance includes an Expenditure Plan and a requirement that the Santa Cruz County Regional Transportation Commission (RTC), in its role as the Measure D Authority, shall allocate, administer, and oversee the expenditure of all Measure Revenues which are not directly allocated by formula annually to other agencies through an Implementation Plan, which it will update at least every 5 years, following a public hearing.

Approximately 53% of the Expenditure Plan is not directly allocated by formula to other entities, which includes the following regional projects and programs:

- Highway Corridors
- San Lorenzo Valley (SLV) – Highway 9 Corridor
- Highway 17 Wildlife Crossing
- Active Transportation – Coastal Rail Trail
- Rail Corridor

The 2020 Measure D - Strategic Implementation Plan (SIP) was released for public review on Friday, December 20, 2019. A public hearing was held on January 16, 2020. Additional public comments received on the SIP by 12 p.m. on January 28th have been included as Attachment 3, and comments received by 12 p.m. on February 5th are to be distributed as a handout at this RTC meeting.

DISCUSSION

As discussed at the public hearing, leveraging is a central theme of the SIP. Leveraging is discussed in the SIP’s Strategic Plan Approach (Chapter 3), Policies
(Chapter 4), and Fact Sheets (Chapter 6). The RTC is in an excellent position to compete for grant funds, especially Senate Bill (SB) 1 (Beall, 2017) funds, as the Measure D Expenditure Plan fits well within the guidelines of many of the grant programs created by SB1.

The Ordinance requires that every agency receiving Measure Revenues adopt, after a public hearing, a five-year program of projects (Five-Year Plan), including information about each of the projects to be funded with Measure Revenues allocated according to the Expenditure Plan. RTC conducted public hearings and adopted the first three (3) Five-Year Plans for regional projects and programs on June 1, 2017, June 14, 2018, and June 6, 2019.

To deliver all regional programs and projects expeditiously, the RTC has programmed Measure D to competitively position projects for grant opportunities by completing the pre-construction phases of projects and providing matching funds for those grants, when appropriate. Although financing options, including issuing revenue bonds, were considered, staff determined that there is enough program-wide pay-go capacity available to meet the commitments made in the previously adopted regional Five-Year Plans. Staff has therefore utilized the Five-Year Plans to develop a 30-year Cash Flow Model, showing only a couple of inter-investment category loans.

Staff has made minor revision to the Draft 2020 Measure D – Strategic Implementation Plan based on input and comments received from members of the public, RTC Commissioners, RTC Committees, public interest groups, and partner agencies. Revisions were also made to improve clarity, syntax, and formatting.

Staff has also updated the State Park to Bay/Porter Auxiliary (Aux) Lane / Bus on Shoulder (BOS) project delivery strategy to reflect changes made in the recently adopted funding guidelines of two major state funding sources. On Wednesday, January 29th, the California Transportation Commission (CTC), which oversees the implementation of SB 1 funding programs, adopted guidelines for the 2020 Cycle (Cycle 2) of Solutions for Congested Corridors Program (SCCP) and Local Partnership Program (LPP). As expected, both programs require that funding be solely used for the construction component of a capital project. However, the CTC made a change to the environmental document requirement that significantly benefits the potential delivery of the State Park to Bay/Porter Aux Lane/BOS project. The adopted guidelines require that the project be environmentally cleared within 6 months of CTC program adoption. Prior guidelines were that projects needed environmental clearance before the CTC program adoption, which would have eliminated the State Park to Bay/Porter Aux Lane/BOS project from Cycle 2 funds consideration. These new guidelines will permit RTC to include this project, along with the 41st Avenue to Soquel Drive Aux Lane/BOS project, in the 2020 Cycle, scheduled for adoption at the December 2020 CTC meeting. This opportunity could lead to significant funding for Highway improvements coming two years sooner than anticipated. With CTC and Caltrans promoting projects that promote multi-modal congestion relief projects, RTC is well positioned to advance its Aux Lane/BOS Highway corridor improvements.

Finally, staff notes that a proposed amendment to the Measure D Expenditure Plan is also an item on this February 6, 2020 RTC meeting agenda. If the Commission adopts
the proposed Measure D Expenditure Plan amendment, Appendix 1 (Measure D Ordinance and Expenditure Plan) of the proposed final 2020 SIP will be updated accordingly.

Recommendation

Staff recommends that the Regional Transportation Commission adopt by resolution the 2020 Measure D – Strategic Implementation Plan (SIP) (Attachment 2) and to direct staff to seek opportunities to leverage Measure D funds for state and federal funds to expedite deliverable for Measure D Regional investments.

Next Steps

Later this year, the staff will recommend that the RTC hold a public hearing and approve an adjusted 5-year program of projects (5-Year Plans) for Measure D Regional investment categories. The 5-Year Plans are adjusted annually based on actual expenditures, updated revenue projects, proposed allocations to specific projects and work tasks, and updated project schedule and cost information for previously approved projects.

Additionally, after the close of each fiscal year, the RTC will receive reports from agencies that receive Measure Revenues to ensure Measure D funds were expended consistently with the requirements of the voter-approved Measure D ordinance. The reports describe actual expenditures, progress made to improve the transportation system, how maintenance of effort requirements have been met to ensure Measure Revenues are supplementing (not supplanting) other revenues, and the degree that Measure D funds were used to secure additional funding from other sources (leveraging). Fiscal audits of FY 18/19 will be reviewed by the Measure D Taxpayer Oversight Committee and their report/findings along with the FY 18/19 annual report will be presented to the RTC later this year.

And as grant application deadlines approach and projects near construction, staff will return to the RTC with discussion of RTC grant applications, which will likely include an analysis of financial options to accelerate regional project implementation. The 2020 SIP and the 5-Year Plans reflect the RTC’s intent to investigate these options but are not a commitment to bond or otherwise finance projects.

FISCAL IMPACT

The programming shown in the 2020 SIP is consistent with the Measure D Expenditure Plan, as amended, and within the projected capacity of the Measure, as shown in the Cash Flow Model (Chapter 5). The 2020 SIP is a planning and programming document. Future budgets, including any amendments to the FY19-20 budget determined necessary, will be prepared as needed. Funding is not committed until agreements and contracts are executed.
SUMMARY

The RTC is responsible for allocating, administering, and overseeing the expenditure of all Measure Revenues which are not directly allocated by formula annually to other agencies, consistent with the Measure D Expenditure Plan, through an Implementation Plan. Staff recommends that the Commission adopt by resolution (Attachment 2) the 2020 Measure D - Strategic Implementation Plan and direct staff to seek opportunities to leverage Measure D funds for state and federal funds to expedite the deliverables for Measure D regional investments.

Attachments:
1. Proposed Final 2020 Measure D Strategic Implementation Plan (SIP) – available online at: www.sccrtc.org/measured
2. Resolution to adopt the 2020 Measure D – Strategic Implementation Plan
3. Comments received by 12:00 p.m. on January 28, 2020
RESOLUTION NO.
Adopted by the Santa Cruz County Regional Transportation Commission
on the date of February 6, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION ADOPTING THE 2020 MEASURE D – STRATEGIC IMPLEMENTATION PLAN

WHEREAS, to address immense transportation needs and severe transportation funding shortfalls, Santa Cruz County voters approved Measure D Ordinance (the “Ordinance”) in November 2016 by over a 2/3 majority; and

WHEREAS, Measure D is a ½-cent transactions and use tax for 30 years to fund five transportation improvement categories; and

WHEREAS, the Ordinance includes an Expenditure Plan and a requirement that the Santa Cruz Regional Transportation Commission (“RTC”), in its role as the Measure D Authority, shall allocate, administer, and oversee the expenditure of all Measure Revenues which are not directly allocated by formula annually to other agencies through an Implementation Plan, which it will update at least every 5 years, following a public hearing; and

WHEREAS, approximately 53% of the Expenditure Plan is not directly allocated by formula to other entities, which includes the following regional projects and programs: Highway Corridors; San Lorenzo Valley (SLV) – Highway 9 Corridor; Highway 17 Wildlife Crossing; Active Transportation – Coastal Rail Trail; and Rail Corridor; and

WHEREAS, per the Ordinance, the purposes of the Implementation Plan are to define the scope, cost, and delivery schedule of each Regional project or program, detail the revenue projections and possible financing tools needed to deliver the Expenditure Plan within the 30 years promised to the voters, and describe the risks, critical issues and opportunities that the RTC should address to expeditiously deliver the Expenditure Plan; and

WHEREAS, the RTC has prepared the 2020 Measure D – Strategic Implementation Plan consistent with requirements set forth in the Ordinance and Expenditure Plan; and

WHEREAS, the 2020 Measure D – Strategic Implementation Plan serves as the RTC’s inaugural plan on how the RTC will implement Measure D Revenues over the 30-year life of the measure.

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The 2020 Measure D – Strategic Implementation Plan is hereby adopted; and
2. Staff is directed to seek opportunities to leverage Measure D funds for state and federal funds to expedite deliverables for Measure D regional investments.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

_________________________
Bruce McPherson, Chair

ATTEST:

_________________________
Guy Preston, Secretary
From: Victor Aguiar <singingvictor@gmail.com>
Sent: Tuesday, January 28, 2020 7:45 AM
To: SIP <sip@sccrtc.org>
Subject: Hwy 1

Dear Commissioners,

In the spring of 2016, the RTC claimed in a mailer that auxiliary lanes on Highway 1 would ease congestion on Highway 1. My understanding is that the Caltrans EIR on Hwy 1 (Draft published in 2015) concluded that building auxiliary lanes from Santa Cruz to Freedom Blvd, along with ramp metering "would result in a very slight relief in traffic congestion compared to the No Build Alternative."

Continued expansion of infrastructure for the personal automobile transportation model is a fool's errand. That model is fading as transportation conventions change, and it is utterly unsustainable in its use of resources and environmental impacts.

Please let voters know that the alternative to building auxiliary lanes is a project that can be completed in the short run: a bus-only lane on the shoulder of Hwy 1. And do not approve expenditures for Highway 1 expansion south of State Park Dr.

Thank you,

Victor Aguiar
Santa Cruz

From: Dana Bagshaw <cdbagshaw@att.net>
Sent: Monday, January 27, 2020 3:34 PM
To: SIP <sip@sccrtc.org>
Cc: Rick Longinotti <longinotti@baymoon.com>
Subject: No Fudging on Measure D

Dear Commissioners,

Please take note of this: In the spring of 2016 the RTC misled the voters with a mailer that claimed that auxiliary lanes on Highway 1 would ease congestion on Highway 1. We know from the Caltrans EIR on Hwy 1 (Draft published in 2015) that building auxiliary lanes from Santa Cruz to Freedom Blvd, along with ramp metering "would result in a very slight relief in traffic congestion compared to the No Build Alternative."

Let voters know that a sustainable alternative to building auxiliary lanes is a project that can be completed in the short run: a bus-only lane on the shoulder of Hwy 1.

And do not approve expenditures for Highway 1 expansion south of State Park Dr.

Thank you,
From: joanne Katzen <jokat9@hotmail.com >
Sent: Monday, January 27, 2020 1:39 PM
To: Regional Transportation Commission <info@sccrtc.org >
Subject: Measure D Funding

Dear Commissioners,

As a long-time resident of Santa Cruz County, a taxpayer and a daily driver on HWY 1, I am as concerned as anyone else about the congestion on Hwy 1. However, the RTC misled the voters when they claimed that building auxiliary lanes on Hwy 1 would ease congestion. According to the Caltrans EIR (2015) constructing these lanes from Santa Cruz to Freedom Blvd, along with ramp metering, "would result in a very slight relief in traffic congestion compared to the No Build Alternative." Therefore, I urge you to inform the public that a viable alternative to auxiliary lanes is a bus-only lane on the shoulder. Please do not approve expenditures for Hwy 1 expansion south of State Park Drive.

Sincerely,

Joanne Katzen

From: Sandra L. Cohen <slcohen222@cruzio.com>
Sent: Monday, January 27, 2020 12:26 PM
To: Regional Transportation Commission <info@sccrtc.org>; ryan.coonerty@santacruzcounty.us
Subject: Measure D Expenditure Plan

Dear Mr Coonerty & Commission members......I've been made aware that you're promising congestion relief by building auxiliary lanes on Hwy 1 south of State Park Drive. It is my understanding that is not what was approved back in 2016 & constitutes an “end run” around the Measure.

You have a responsibility to me as a voter to only use that money for its intended & stated use. If you expect me to trust you in the future, please stick to the program.

Thank you
Sandra Cohen

From: Batya Kagan <lchaim@jps.net>
Sent: Monday, January 27, 2020 12:18 PM
To: SIP <sip@sccrtc.org>
Subject: Highway Widening Project

Dear Commissioners,

It has come to my attention that you have plans to approve expenditures for highway widening south of Stare Park Drive. First of all, the commute starts easing up going south at that point so highway widening there seems like a waste of good money that could be spent in opening up a bus-only lane for Highway 1 for example. Also, the Measure D money is not allocated for that
reach of the highway. I take the bus to Watsonville and it is much more pleasant even now than being in a car. Expand money for the express route 91x to Watsonville to include later evenings ... AND have a a bus-only lane. Now that's appealing.

I ask that for the sake of the climate that we give strong preferences to any project that significantly reduces individual car trips. Even if we get a slight reduction in congestion from these auxiliary lanes, considering the seriousness of the climate crisis, (does anyone want a fire like Australia here? Haven't we had enough fires?) we need to take our transportation plans for CO2 reduction VERY SERIOUSLY.

Please do the right thing.

Thank you.

Sincerely,

Batya Kagan

From: Michael Levy <levysantacruz@gmail.com>
Sent: Monday, January 27, 2020 11:48 AM
To: SIP <sip@sccrtc.org>
Subject: Input on the Measure D allocation

Dear Commissioners,

I am writing to encourage you to follow the intent of Measure D, which does not include widening Hwy. 1 south of State Park. Instead, consider a bus-only lane on the shoulder of Hwy 1. Unlike highway widening, which according to the CalTrans EIR, will not accomplish significant traffic relief (but will increase VMT in a time of climate emergency), this solution has the potential to help us move incrementally away from the disaster of car-based transportation.

With much appreciation,

Michael Levy

--

Michael Levy

From: Sarah Rabkin <srabkin57@gmail.com>
Sent: Monday, January 27, 2020 9:29 AM
To: SIP <sip@sccrtc.org>
Cc: Rick@sustainabletransportationsc.org; jbertrand@ci.capitola.ca.us; ebottorff167@yahoo.com; aurelio.gonzalez@cityofwatsonville.org; ryan.coonerty@santacruzcounty.us; BDS030@co.santa-cruz.ca.us; john.leopold@co.santa-cruz.ca.us; zach.friend@santacruzcounty.us; greg.caput@co.santa-cruz.ca.us; bruce.mcpheerson@co.santa-cruz.ca.us; virginia.johnson@co.santa-cruz.ca.us; sbrown@cityofscantacruz.com; trina.coffman@cityofwatsonville.org; rlj12@comcast.net; Michael Rotkin <openup@ucsc.edu>
Subject: No end run around Measure D!
Dear Commissioners,

In the spring of 2016 the RTC misled the voters with a mailer that claimed that auxiliary lanes on Highway 1 would ease congestion on Highway 1. Promising congestion relief through the construction of auxiliary lanes is dishonest; moreover, it is not provided for in the Measure D expenditure plan approved by voters in 2016.

We know from the Caltrans EIR on Hwy 1 (Draft published in 2015) that building auxiliary lanes from Santa Cruz to Freedom Blvd, along with ramp metering, "would result in a very slight relief in traffic congestion compared to the No Build Alternative."

Please let voters know that the alternative to building auxiliary lanes is a project that can be completed in the short run: a bus-only lane on the shoulder of Hwy 1. And do not approve expenditures for Highway 1 expansion south of State Park Drive.

Thank you.

Sincerely,
Sarah Rabkin

From: Nadene Thorne <nadenetd@yahoo.com>
Sent: Thursday, January 23, 2020 11:44 PM
To: Regional Transportation Commission <info@sccrtc.org>
Subject: Tourist Trolley

I was in school here in Santa Cruz (Go Cardinals!) back in the 60's and 70's when my father and other downtown business people promoted the Pacific Avenue Garden Mall to bring tourist dollars downtown and expand the county's income base. That was a long time ago and Santa Cruz no longer needs to expand its tourist industry: it seems clear that the community's capacity for tourist infrastructure support - hotels, parking, restaurants, emergency services, bathrooms, trash pick-up and the like - is now maxed out.

And yet, the current RTC commissioners seem to be proposing we spend county TRANSPORTATION money to upgrade the rail corridor tracks and promote a tourist train! While we desperately need relief from congestion on Highway 1 as well as on our other major thoroughfares, more bus service, and safer cross-town bicycle routes, you're voting to spend county tax money from Measure D, not for local transportation improvements, but to expand our tourist industry - without providing any of the services which will additionally be required to support more visitors. And in the meantime, we residents live with daily gridlock on our streets and highways.

This proposal for a tourist trolley will only make traffic – and parking - in Santa Cruz County worse. The RTC seems to be instigating a situation which is the opposite of its mandate as a transportation commission. I would urge our commissioners to carefully evaluate the implications of this project before getting caught up in the notion of showing the citizens “something” for all the time and money spent NOT providing any access to the rail corridor at all or any transportation improvements from it.

Nadene Thorne
From: Bryan L <bryan.largay@gmail.com>  
Date: January 17, 2020 at 5:04:11 PM PST  
To: Rachel Moriconi <rmoriconi@sccrtc.org>  
Cc: Jim & Kathy Helmer <albacreek@comcast.net>, Gine Johnson <Gine.Johnson@santacruzcounty.us>, Guy Preston <gpreston@sccrtc.org>  
Subject: Re: Measure D Expenditure Plan comments

Prepared remarks by Bryan Largay to the Santa Cruz County Regional Transportation Commission, 1-14-2020, Santa Cruz City Hall

It is an honor to speak with you today. I have gotten to know so many of you over the years, and I have great respect for your service to our communities.

We need to keep our foot on the gas when it comes to Highway 9 and the Measure D expenditure plan.

The current expenditure plan shows just 10% of the funds being invested in the corridor by 2024. This indicates that progress will be too slow.

Planning to improve Highway 9 near the schools began 20 years ago. The ‘low hanging fruit’ was identified in 2006. Caltrans rejected grant proposals to add pedestrian facilities in 2012 and 2014. Caltrans documents now suggest implementation in 2026. That is not OK.

We are depriving a generation of students from learning healthy and low-carbon habits. We are forcing parents to choose between teaching their children those skills and keeping them safe. We are punishing parents who cannot afford to drive their kids to and from campus.

Executive Director Preston: please continue to support staff effort in working with Caltrans to complete project planning for the Highway 9 corridor, and to ensure that those plans with increase safety and accessibility for pedestrians and bicyclists.

Commissioners: please help inspire Caltrans decision-makers in San Luis and Sacramento. Every day we roll the dice and see if another young person will die.

To add insult to injury, while we wait, Measure D funding for Highway 9 is being eroded away by inflation.

The slow pace of the Expenditure Plan will destroy $3 million—a third of the money—for Highway 9.

The Highway 9 allocation was envisioned for a straightforward set of projects to be built early on. If that had happened, this wouldn’t be an issue.

But instead of allocating the money up front, it is now proposed to be reserved in little drips, spaced out over 30 years. Because of inflation, a dollar in 30 years will be worth about 50 cents. And drip by drip, $3 million will lost in the cracks.

The other parts of the plan are protected from inflation. Example: the Rail Trail is guaranteed 17% of revenue each year, rather than a fixed dollar amount. Over the years, sales tax revenue will increase with inflation, offsetting increases in construction costs.

But the set dollar allocation for the Highway 9 corridor, instead of a fixed percentage of revenues, makes the impact of inflation enormous.

By 2024, in the term of the proposed expenditure plan, over $1 million in value for Highway 9 projects will be destroyed.

I urge the RTC to modify the expenditure plan to ensure that the Highway 9 project category will receive at least 2 percent of revenues, which is proportionate to the other categories, to protect it from inflation.

To return to my first point, however, I most importantly urge the RTC to work with Caltrans closely—and quickly—so improvements to protect our children can happen right away.
From: Will Clark <wclark26@gmail.com>
Sent: Saturday, January 18, 2020 8:10 PM
To: SIP <sip@sccrtc.org>
Subject: rail and trail

To whom it may concern:

We are residents of Soquel, and we would love to see the rail and trail system constructed as soon as possible. As a commuter to Watsonville, I would prefer to take the train than use my car, and I know that people traveling in the opposite direction can clearly use other options. I don't understand why a community like ours that is supposedly progressive can have members who are opposed to public transportation, but please know that a majority of us are in support of the rail and trail, despite the deceptive tactics of very vocal minority.

Thank you,
Will and Kristin Clark

From: Janet Coit <coit.janet@gmail.com>
Sent: Saturday, January 18, 2020 10:55 AM
To: SIP <sip@sccrtc.org>
Subject: Hwy 9 & Bear Creek road intersection

Hi,
The dangerous intersection of Hwy 9 & Bear Creek Road needs a 3-way stop, better sight lines and a crosswalk. The speeding on Hwy 9 entering and leaving Boulder Creek makes that intersection extremely dangerous. I live near the intersection and hear the tires screeching of "near misses" at the intersection on a regular basis. There have been many accidents over the years.
That intersection was designed before we had so many commuters. A 3-way stop would slow everything down and make turning onto Hwy 9 from BCR safer and it would also help to slow people down as they enter and exit town.

Thank you for your consideration,
Janet Coit

From: Heather Paul <hpbuy@sbcglobal.net>
Sent: Thursday, January 16, 2020 11:28 AM
To: SIP <sip@sccrtc.org>
Subject: Platform Trail

Please consider the platform trail option for the rail pathway. This will result in fewer cars on the road in the shortest time.

Thank you,
Heather Braga
I hope to attend tomorrow's RTC meeting to speak to a few points pertaining to Highway 9 Corridor and the adjoining streets under County jurisdiction.

I appreciate the staff efforts on the first PID for Highway 9 between the school campus and Graham Hill Road and now a second PID for the remainder of the corridor as well as the HSIP (now SHOPP) project for x-walk improvements at five locations.

I would like RTC and/or Caltrans staff to address the following issues at the meeting tomorrow if possible:

- The PID agreements are with RTC/Caltrans and for Highway 9 only. Are there cooperative agreements being pursued with the County for the multitude of projects that fall on County Road sections identified in the Study? If not, why and how can the SLV residents get Measure D projects programmed on County streets and walkways as well?
- How can the community be informed and involved in the PID elements on Highway 9?
- I believe far too many general requests for basic services made to Caltrans are being referred to this long-range planning process. For example, in Ben Lomond, the section of Highway 9 between the northerly bridge and N. Main Street is very dangerous for pedestrians to walk on the West Side. For seven years we have requested something be done. A low-cost maintenance solution is feasible through a simple restriping of the road, but we keep hearing wait for the Corridor Study to be complete. Numerous maintenance and operational improvements and work orders could have been completed on Highway 9 since 2012, such as ponding near N. of Graham Hill Road, lane narrowing, signal retiming in Ben Lomond, ADA improvements and the list goes on. How can the community get Caltrans to be more responsive to the "basic maintenance needs" for safe travel for all users? that should not involve the PID process?
- The HSIP grant award for five crosswalk improvements is now 13 months old and we are just entering into an agreement with Caltrans. Responsibility for this badly needed work has shifted from RTC, to the County and now back to Caltrans who awarded the grant. The community has been left out of the alternatives process up to this point. A pair of Rapid Flashers, push buttons and solar panels costs less than $6,000. The $250,000 should go far beyond 5 locations. The locations make sense, but the proposed solutions are still a mystery. For instance in Brookdale a tree badly blocks the line of sight of pedestrians attempting to cross. It has been struck by cars and limits the feasibility of a complete solution including an expanded bus pad. How can the community get involved in the preliminary design process and how can we ensure that we could not be getting more than five locations improved?
- AB2363.....what is the status and is the RTC taking a position in supporting ways that make the establishment of speed limits more appropriate for all users, and in the case of Highway 9 allowance of Caltrans to utilize prima facie speed limits of 25mph in business districts as local engineers can.
Thank you, Jim Helmer

From: Kerstin Ahlgren Breidenthal <kerstinahlgren@gmail.com>
Sent: Wednesday, January 15, 2020 3:19 PM
To: SIP <sip@sccrtc.org>
Cc: Sean Breidenthal <seanbreidenthal@gmail.com>
Subject: Rail Trail

To Whom It May Concern,

Please move forward without further delay (there’s been so much already!) in building the rail trail.

Thank you.
Best,

Kerstin and Sean Breidenthal
Santa Cruz, CA 95062

From: Jared Boggs <jared.boggs@gmail.com>
Sent: Wednesday, January 15, 2020 1:31 PM
To: SIP <sip@sccrtc.org>
Subject: Build the Trail & Rail

To Whom It May Concern,

Please move forward without further delay (there’s been so much already!) in building the rail trail.

Sincerely,

Jared & Nelly Boggs
Santa Cruz CA 95060
TO: Regional Transportation Commission

FROM: Brianna Goodman and Ginger Dykaar, Transportation Planners

RE: 2045 Santa Cruz County Regional Transportation Plan - Goals, Policies and Targets

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission review and approve the draft goals, policies and targets of the 2045 Santa Cruz County Regional Transportation Plan.

BACKGROUND

As the regional transportation planning agency (RTPA) for Santa Cruz County, the Regional Transportation Commission (RTC) is responsible for developing, implementing and regularly updating the Regional Transportation Plan (RTP) for Santa Cruz County. The RTP is a state-mandated plan that identifies transportation needs in Santa Cruz County over the next twenty-plus years. It estimates the amount of funding that will be available over this timeframe and identifies a financially constrained priority list of projects. This planning effort is a critical component to project implementation as it provides a forum for setting the direction of transportation in our county over the next 20 plus years, it positions our community to receive federal, state or local funding for projects, and helps facilitate collaboration on projects. Individual projects listed in the RTP can only be implemented as local, state and federal funds become available. The RTPs adopted by RTPAs in Santa Cruz, Monterey, and San Benito Counties are incorporated into the federally-mandated Metropolitan Transportation Plan/state-mandated Sustainable Communities Strategy (MTP/SCS), which is prepared by the Association of Monterey Bay Area Governments (AMBAG).

DISCUSSION

The current 2040 RTP was adopted by RTC in June 2018 at the same time as the 2040 MTP/SCS was adopted by AMBAG and the 2040 RTPs by Transportation Agency for Monterey County (TAMC) and San Benito Council of Governments (SBCOG). The next Santa Cruz County RTP and AMBAG MTP/SCS are scheduled for adoption in June 2022. These documents will provide transportation plans through 2045 and will be referred to as the 2045 RTP and 2045 MTP/SCS.
The Santa Cruz County Regional Transportation Plan consists of three main elements; the Policy Element, the Financial Element, and the Action Element.

- The **Policy Element** identifies the goals, policies, and measurable outcomes/targets that guide transportation funding decisions and prioritization.
- The **Financial Element** identifies funds anticipated to be available for transportation projects and the outstanding funding needs over the next 20 plus years.
- The **Action Element** of the RTP identifies specific projects and programs that could be funded within the projected funds identified in the Financial Element (constrained) and which projects/programs would require new revenues above and beyond those anticipated over the next twenty-plus years (unconstrained).

**Policy Element**

The 2045 Santa Cruz County Regional Transportation Plan, through its goals and policies, sets forth a triple-bottom line sustainability framework for expanding options for residents and visitors to access their daily needs in a way that is safe, equitable, protects the natural environment and promotes investment in the local economy. The triple bottom line concept of sustainability starts with the development of the goals and policies which are then used to define the priority list of projects.

**Input Received on Draft Goals, Policies and Targets**

Outreach was conducted to encourage input on the draft goals, policies and targets (Attachment 1) from a wide sector of the community. Input was solicited from the RTC Advisory Committees (Interagency Technical Advisory Committee, Bicycle Committee, and Elderly and Disabled Transportation Advisory Committee). Information is available on the RTC website about the 2045 RTP, encouraging the public to provide input on the goals, policies and targets. Large email distributions, RTC Website News, Facebook, NextDoor and Twitter were also used to direct people to the RTC website to find out more about the 2045 RTP and how to provide input. The public was also invited to comment on the 2045 RTP draft goals, policies, and targets through an online survey. The written comments that were received are provided in Attachment 2.

The draft goals, policies and targets were revised from the 2040 RTP goals, policies and targets based on comments from the public and advisory committees and to shift their function from forecasting based on the constrained project list to monitoring trends in real time in order to measure progress toward the RTP goals. Performance measures were also revised based on Federal requirements from the FAST Act for State Departments of Transportation and Metropolitan Transportation Agencies to report on performance of their transportation systems. Although RTC is not required to report the performance of these measures, the 2045 RTP performance measures and targets were revised to be consistent with this
legislation. Several policies were also added to reflect increased focus at the state level on goods movement, transportation system security, and transportation system resiliency in the face of climate change.

The goals, policies, and targets for the 2045 RTP will be used to prioritize the projects in the project list or action element of the plan. **RTC staff recommends that the Regional Transportation Commission review and approve the draft goals, policies and targets for the 2045 RTP (Attachment 1).**

**NEXT STEPS**

- **January–April 2020**: A call for projects has been sent to project sponsors to submit an updated list of transportation needs in their jurisdictions. Updated project lists are due to RTC staff by April 1, 2020.

- **February 2020**: New project ideas solicited from the public and RTC advisory committees. RTC staff will provide new project ideas to project sponsors for consideration in developing the project list for their jurisdiction.

- **June 2020**: A complete list of transportation needs for Santa Cruz County through 2045 will be brought to the RTC for input and approval.

- **July 2020–February 2021**: Evaluate transportation projects based on the ability to advance the transportation plan goals. The draft financially constrained project list will be brought to the RTC for approval in February 2021.

- **February 2021**: RTC staff will provide AMBAG with the financially constrained project list for development of the AMBAG region 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP-SCS).

- **March 2021–December 2021**: Development of the Environmental Impact Report for the RTP/MTP-SCS.

- **December 2021**: Draft 2045 RTP/MTP-SCS/EIR will be released

- **December 2021–May 2022**: Comments will be received from the public on the 2045 RTP and EIR.

- **June 2022**: Final 2045 RTP/MTP-SCS/EIR is scheduled for adoption.

**FISCAL IMPACT**

Production of the 2045 Regional Transportation Plan is included in the RTC’s budget and work program and does not have any additional fiscal impacts. Not producing a Regional Transportation Plan would have fiscal impacts as it would make transportation projects ineligible for most state and federal funding.

**SUMMARY**
The draft goals, policies and targets for the 2045 RTP (Attachment 1) are a minor update to the 2040 RTP goals, policies and targets. Staff has received and considered input on the draft goals, policies and targets from RTC advisory committee members, partner agencies, and the public (Attachment 2). RTC staff recommends that the RTC approve the draft 2045 RTP goals, policies, and targets.

Attachments:
1. Draft Goals, Policies and Targets
2. Public Comment Summary

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2045 Santa Cruz County Regional Transportation Plan
Goals, Targets and Policies

➢ GOAL 1. Establish livable communities that improve people’s access to jobs, schools, recreation, healthy lifestyles and other regular needs in ways that improve health, reduce pollution and retain money in the local economy.

There is a strong relationship between meeting targets and achieving access, health, economic benefit, climate and energy goals. In many cases actions to achieve one goal or target will assist in achieving other goals and targets. For example, providing more carpool, transit and bicycle trips reduces fuel consumption, retains money in the local Santa Cruz County economy and reduces congestion.

TARGETS:

1.A Improve people’s ability to meet most of their daily needs without having to drive. Improve access and proximity to employment centers.
   1.A.1. Increase the length of urban bikeway miles relative to total urban arterial and collector roadway miles to 85 percent by 2030 and to 100 percent by 2045.
   1.A.2. Increase the transit vehicle revenue miles by 8 percent by 2030 and 20 percent by 2045 (compared to 2020).

1.B Re-invest in the local economy by reducing transportation expenses from vehicle ownership, operation and fuel consumption. Reduce smog-forming pollutants and greenhouse gas emissions.
   1.B.1. Reduce per capita vehicle miles traveled by 4 percent by 2030 and by 10 percent by 2045 (compared to 2005).
   1.B.2. Reduce per capita greenhouse gas emissions by 50 percent by 2030 and by 78 percent by 2045 and total greenhouse gas emissions from transportation by 40 percent by 2030 and 70 percent by 2045 (compared to 2005) through electric vehicle use, clean fuels, and other emerging technologies, reduction in vehicle miles traveled and improved speed consistency.
   1.B.3. Re-invest in the local economy $8.5 million/year by 2030 and $14 million/year by 2045 (compared to 2005) from savings resulting from lower fuel consumption due to a reduction in vehicle miles traveled.

1.C Improve the convenience and quality of trips, especially for walk, bicycle, transit, freight and carpool/vanpool trips.
   1.C.1. Improve percentage of reliable person miles traveled by 3 percent by 2030 and by 8 percent by 2045 (compared to 2020).

1 The 2018 percentage of urban bikeway miles to urban arterials and collectors is 70 percent.
2 This target is based on the California Executive Order B-16-12 - reduce greenhouse gas emissions from transportation by 80 percent below 1990 levels by 2050, and California Executive Order B-30-15 - reduce greenhouse gas emissions by 40 percent below 1990 levels by 2030.
3 10 million per year equates to $100 per household per year. Assumes $4 per gallon.
4 Travel time reliability measures the consistency or dependability in travel times, as measured from day-to-day.
1.C.2. Improve multimodal network quality for walk and bicycle trips to and within key destinations by increasing the percentage of buffered/separated bicycle and multiuse facilities to 42 percent of bikeway miles by 2030 and to 64 percent by 2045.\(^5\)

1.D Improve health and reduce greenhouse gas emissions by increasing the percentage of trips made using active transportation options, including bicycling, walking and transit.

1.D.1. Decrease single occupancy commute trip mode share by 6.5 percent by 2030 and by 10 percent by 2045 (compared to 2020).

1.D.2. Increase the number of active commute trips to 16 percent of total commute trips by 2030 and to 24 percent of total commute trips by 2045.\(^6\)

**POLICIES:**

1.1 *Transportation Demand Management* (TDM): Expand demand management programs that decrease the number of vehicle miles traveled and result in mode shift.

1.2 *Transportation System Management*: Implement Transportation System Management programs and projects on major roadways across Santa Cruz County that increases the efficiency of the existing transportation system.

1.3 *Transportation Infrastructure*: Improve multimodal access to and within key destinations\(^7\) for all ages and abilities.

1.4 *Transportation Infrastructure*: Ensure network connectivity by closing gaps in the bicycle, pedestrian and transit networks.

1.5 *Transportation Infrastructure*: Develop dedicated transit facilities that will improve transit access and travel time and promote smart growth and transit oriented development.

1.6 *Land Use*: Support land use decisions that locate new facilities close to existing services, particularly those that serve transportation disadvantaged populations.

1.7 *Goods Movement*: Enhance local economic activity through improving freight mobility, reliability, efficiency, and competitiveness.

\(^5\) 2018 buffered/separated bike lanes is 21 percent of the total bikeway length.

\(^6\) The active transportation commute trip mode share for Santa Cruz County estimated from the 2013-2017 American Community Survey is 11% (4.5% walk, 3.7% bike and 2.8% transit). The targets are to increase the total active transportation mode share to 16% by 2030 (6.3% Walk, 5.7% bike and 3.9% transit) and increase the active transportation mode share to 24% by 2045 (9.5% Walk, 8.7% bike and 5.9% transit).

\(^7\) Key destinations for Santa Cruz County residents may include employment and commercial centers, schools, healthcare, coastal access, and parks.
GOAL 2. Reduce transportation related fatalities and injuries for all transportation modes.

Safety is a fundamental outcome from transportation system investments and operations. Across the United States, pedestrians and bicyclists (vulnerable users) are killed and injured at a significantly higher rate than the percentage of trips they take.

**TARGETS:**

2.A Improve transportation safety, especially for the most vulnerable users.


**POLICIES:**

2.1 Safety: Prioritize funding for safety projects and programs that will reduce fatal or injury collisions.

2.2 Safety: Encourage projects that improve safety for youth, vulnerable users, and transportation disadvantaged.

2.3 Emergency Services: Support projects that provide access to emergency services.

2.4 System Design: Reduce the potential for conflict between bicyclists, pedestrians and vehicles.

2.5 Security: Incorporate transportation system security and emergency preparedness into transportation planning and project/program implementation.

GOAL 3. Deliver access and safety improvements cost effectively, within available revenues, equitably and responsive to the needs of all users of the transportation system, and beneficially for the natural environment.

The manner in which access and safety outcomes referenced in Goal 1 and Goal 2 are delivered can impact cost-effectiveness, distribution of benefits amongst population groups, and ecological function.

**TARGETS:**

3.A Maintain the existing system and improve the condition of transportation facilities.

3.A.1. Increase the percentage of pavement in good condition to 50 percent by 2030 and 80 percent by 2045.

3.A.2. Reduce the number of transit vehicles in “distressed” condition to 20 percent by 2030 and to 10 percent by 2045.

3.B Enhance healthy, safe access to key destinations for transportation-disadvantaged populations.

3.B.1. Improve travel options for people who are transportation disadvantaged due to income, age, race, disability or limited English proficiency by increasing transit vehicle revenue miles (see Target 1.A.2.) and reducing transit travel times by 15 percent by 2030 and by 30 percent by 2045 (compared to 2020).
3.3.2 Ensure that transportation benefits are equitably distributed and that transportation burdens do not disproportionately affect transportation-disadvantaged populations.

3.C Solicit broad public input.

3.C.1 Maximize participation from diverse members of the public in RTC planning and project implementation activities.

3.D Increase transportation revenues.

3.D.1 Increase the amount of transportation funding by 20 percent by 2030 (compared to 2020) from a combination of local, state and federal funds.

POLICIES:

3.1 Cost Effectiveness & System Maintenance: Maintain and operate the existing transportation system cost-effectively and in a manner that adapts the current transportation system to maximize existing investments.

3.2 Coordination: Improve coordination between agencies in a manner that improves efficiencies and reduces duplication (e.g. paratransit and transit; road repairs; signal synchronization; TDM programs).

3.3 System Financing: Support new or increased taxes and fees that reflect the cost to operate and maintain the transportation system.

3.4 Equity: Demonstrate that planned investments will reduce disparities in safety and access for transportation disadvantaged populations.

3.5 Ecological Function: Deliver transportation investments in a way that increases tree canopy, where appropriate, improves habitat and water quality, and enhances sensitive areas.

3.6 Climate Resiliency: Adapt the transportation system to reduce impacts from climate change.

3.7 Public Engagement: Solicit broad public input on all aspects of regional and local transportation plans, projects and funding actions.
2045 Regional Transportation Plan Goals, Policies, and Targets
Summary of Public Comment

1) Emails and letters submitted to RTC, as well as written answers to online survey questions, can be found at:
https://sccrtc.org/funding-planning/long-range-plans/2045-regional-transportation-plan/

2) Summary of online survey – 319 total responses:

What do you think are the most important transportation goals for Santa Cruz County?

<table>
<thead>
<tr>
<th>Goal</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Improving people's access to daily needs in ways that improve health, reduce pollution, and improve the economy</td>
<td>26-9</td>
</tr>
<tr>
<td>Improving safety for all modes of transportation</td>
<td></td>
</tr>
<tr>
<td>Maintenance of the existing transportation system and providing access fairly and equitably for everyone</td>
<td></td>
</tr>
</tbody>
</table>
The goals of the 2045 RTP will work to advance a number of outcomes. What do you think are the most important outcomes?

What are the project types you would like to see funded first?

<table>
<thead>
<tr>
<th>Access</th>
<th>Health &amp; Safety</th>
<th>Equity</th>
<th>Economic Benefit</th>
<th>Cost Effectiveness</th>
<th>Climate &amp; Energy</th>
<th>Environmental Stewardship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bicycle and Pedestrian</td>
<td>Transit</td>
<td>Highway</td>
<td>Local Streets and Roads Improvements</td>
<td>Maintenance of Existing Roads</td>
<td>Programs to Reduce Drive Alone Trips</td>
<td></td>
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