Santa Cruz County
Regional Transportation Commission

AGENDA

Thursday, June 04, 2020
9:00 a.m.

NOTE LOCATION THIS MONTH
Teleconference

This meeting is being held in accordance with the Brown Act as it is currently in effect under the State Emergency Services Act, the Governor’s Emergency Declaration related to COVID-19, and the Governor’s Executive Order N-29-20, issued on March 17, 2020 which allows legislative bodies to meet by teleconference. The full executive order can be found here.

Members of the public may not attend this meeting in person. Comments and questions may be shared with the Commission through teleconference audio in real time, or by prior written submission to info@sccrtc.org.

NOTE: Teleconference
Community TV ZOOM
WEB: https://zoom.us/j/83234221839
Dial-in number (US): +1-669-900-6833
Conference ID: 832 3422 1839

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. 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.

3. 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

4. Approve draft minutes of the May 07, 2020 Regional Transportation Commission meeting.

5. Approve draft minutes of the May 21, 2020 Transportation Policy Workshop.
POLICY ITEMS

6. Approve Policy for Capital Projects Implemented by Others within the Santa Cruz Branch Rail Corridor Right-of-way (Resolution)

PROJECTS and PLANNING ITEMS

7. Approve Cooperative Agreements for Monterey Bay Scenic Sanctuary Trail (MBSST) (Resolutions)

8. Approve authorizing the Executive Director to enter into contracts for vegetation control along the Santa Cruz Branch Rail Corridor (Resolution)

BUDGET AND EXPENDITURES ITEMS

9. Accept status report on Transportation Development Act (TDA) revenues.

10. Accept status report on Measure D revenues.

11. Adopt FY 2020-21 Overall Work Program

ADMINISTRATION ITEMS

12. Accept Cost-per-ride of Paratransit provided by Santa Cruz Metro and Community Bridges.

INFORMATION/OTHER ITEMS

13. Accept monthly meeting schedule.


15. Accept letters from RTC committees and staff to other agencies. None

16. Accept miscellaneous written comments from the public on RTC projects and transportation issues.

   a. April 30, 2020 letter from Richard James, AICP and Alberta James to Supervisor Friend regarding public street improvements planned near the intersection of Soquel Drive and Aptos Creek Road in Aptos

17. Accept information items. - none

REGULAR AGENDA

18. Commissioner reports – oral reports

19. Director’s Report – oral report
   (Guy Preston, Executive Director)
20. Caltrans report  
   a. Santa Cruz County project updates

21. **9:30 PUBLIC HEARING** Transit Corridor Alternatives Analysis - Alternatives Screening Results and Short List of Alternatives  
   (Ginger Dykaar, Senior Transportation Planner, Brianna Goodman, Planner, Shannon Munz, Communications Specialist and Luis Mendez, Deputy Director)

   a. Staff report  
   b. Screening Results  
   c. Draft Short List of Alternatives  
   d. TCAA Fact Sheet

22. Next meetings

   The next Special Meeting of the RTC is scheduled for Monday, June 29, 2020 by teleconference.

   The next RTC meeting is scheduled for Thursday, August 06, 2020 at 9:00 a.m. by teleconference or at the Scotts Valley City Council Chambers, 1 Civic Center Drive, Scotts Valley, CA.

   The next Transportation Policy Workshop meeting is scheduled for Thursday, August 20, 2020 at 9:00 a.m. by teleconference or at the Watsonville City Council Chambers, 275 Main Street, Room 400, Watsonville, 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

**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](http://www.communitytv.org)) or by calling (831) 425-8848.

**Remote Meetings:** On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which enhances State and Local Governments ability to respond to COVID-19 Pandemic based on Guidance for Gatherings issued by the California Department of Public Health. The Executive Order specifically allows local legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, in order to protect public health. The public is strongly encouraged to use the Zoom app for best reception. Prior to the meeting, participants should download the Zoom app at: https://zoom.us/download. A link to simplified instruction for the use of the Zoom app is: [https://blog.zoom.us/wordpress/2018/07/03/video-communications-best-practice-guide/](https://blog.zoom.us/wordpress/2018/07/03/video-communications-best-practice-guide/).
Remote Meeting Public Comment: Due to current circumstances, there may be limited opportunity to provide verbal comments during the meeting. Persons who wish to address the Board for public comment or on an item on the agenda are encouraged to submit comments in writing to info@sccrtc.org by 12: noon the Monday before the meeting. Such comments will be distributed to the Board before the meeting. Members of the public participating by Zoom are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Chair.

Agenda Packet and Documents: Complete agenda packets are on display online at the Santa Cruz Country Regional Transportation Commission website. Documents relating to an item on the open session that are distributed to the Commission less than 72 hours prior to the meeting shall be available for public review at the RTC website. RTC contact information is as follows:

Santa Cruz County Regional Transportation Commission
www.sccrtc.org
Office is closed to the public and employees are working remotely until further notice
TEL: 831-460-3200
EMAIL: info@sccrtc.org

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 persons affected, please attend the meeting smoke and scent-free.

SERVICIOS DE TRADUCCIÓN/ TRANSLATION SERVICES
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.

TITLE VI NOTICE TO BENEFICIARIES
The RTC operates its programs and services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person believing to have been aggrieved by the RTC under Title VI may file a complaint with RTC by contacting the RTC at (831) 460-3212 or 1523 Pacific Avenue, Santa Cruz, CA 95060 or online at www.sccrtc.org. A complaint may also be filed directly with the Federal Transit Administration to the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
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 Título VI del Acta Sobre los Derechos Civiles. Cualquier persona que cree haber sido ofendida por la RTC bajo el Título 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 Título VI, East Building, 5th Floor-TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.
Draft MINUTES

Thursday, May 7, 2020
9:00 a.m.

NOTE: Teleconference
Community TV ZOOM
WEB: https://us02web.zoom.us/j/89735252328
Dial-in number (US): +1-669-900-6833
Webinar ID: 897 3525 2328

1. Roll call.

The meeting was called to order at 9:00 a.m. The meeting was paused due to technical difficulties and then called again to order at 9:13 a.m.

Members present:
Jacques Bertrand  John Leopold
Sandy Brown       Bruce McPherson
Aurelio Gonzalez  Ed Bottorff
Randy Johnson     Mike Rotkin
Trina Coffman-Gomez Zach Friend
Greg Caput         Aileen Loe (Ex-Officio) (alt)
Andy Schiffrin (alt)

Staff present:
Luis Mendez       Guy Preston
Yesenia Parra     Shannon Munz
Krista Corwin     Tracy New
Brianna Goodman   Amy Naranjo
Keith Rayburn     Amanda Marino
Sarah Christensen Tommy Travers
Grace Blakeslee   Steve Mattas
Rachel Moriconi

2. Oral communications.

Received Public Comment from:
Brett Garrett
Michael Saint, Campaign for Sustainable Transportation
Sally Arnold, Friends of the Rail and Trail
3. Additions or deletions to consent and regular agendas.

Replacement pages for item 12 and handouts for items 20 and 25. Executive Director Guy Preston noted that there were incorrect page numbers on the handouts for item 25.

**CONSENT AGENDA**

Commissioner Friend recused himself from item 7 due to a financial interest because his primary residence is within 500 feet of the Santa Cruz Branch Rail Line.

Commissioner Alternate Schiffrin moved and Commissioner Gonzalez seconded the motion to approve the consent agenda. The motion passed with Commissioner Friend recusing himself from item 7 and Commissioners Rotkin, Friend, Gonzalez, Bottorff Leopold, Caput, Coffman-Gomez, Johnson, Brown, Bertrand, McPherson, and Commissioner Alternate Schiffrin voting “aye.”

**MINUTES**

4. Approved draft minutes of the April 02, 2020 Regional Transportation Commission meeting.

5. Accepted draft minutes of the April 13, 2020 Bicycle Advisory Committee meeting.

6. Accepted draft minutes of the April 14, 2020 Elderly & Disabled Transportation Advisory Committee meeting.

**POLICY ITEMS**

*No consent items*

**PROJECTS AND PLANNING ITEMS**

7. Approved RailPros Contract Amendment for Bridge Inspections and Load Ratings (Resolution 105-19)

8. Accepted Transportation Development Act (TDA) Fiscal Years 2016-2018 Triennial Performance Audit.

**BUDGET AND EXPENDITURES ITEMS**

9. Accepted status report on Transportation Development Act (TDA) revenues.

10. Accepted status report on Measure D revenues.

11. Accepted FY 2018-19 Fiscal Audit for the SCCRTC Measure D Fund.
12. Approved Amendments to the Fiscal Year (FY) 2019-20 Budget & Work Program (Resolution 106-19)

ADMINISTRATION ITEMS
13. Approved rejection of claim from Annie H. Bradfield.

INFORMATION/OTHER ITEMS
14. Accepted monthly meeting schedule.
15. Accepted correspondence log.
16. Accepted letters from RTC committees and staff to other agencies. - none
17. Accepted miscellaneous written comments from the public on RTC projects and transportation issues. - none
18. Accepted information items. - none

REGULAR AGENDA
19. Commissioner reports – none
20. Director’s Report

Executive Director Guy Preston reported on the projected economic impacts of COVID-19 on the RTC budget (FY19/20 and FY20/21) provided by Hinderliter, de Llamas & Associates (HDL); discussions between the RTC and recipients of Measure D and TDA revenues and recommendations for amending the budget; progress of repairs to the 2017 storm damage sites 1 through 7 along the Santa Cruz Branch Rail Line (SCBRL); the first stakeholder meeting of the Regional Conservation Investment Strategy (RCIS) held via teleconference on April 28, 2020; online activities for the Transit Corridor Alternatives Analysis (TCAA) ended May 11, 2020 and a short list of alternatives will be presented to the Commission at the June 4th, 2020 RTC meeting.

In response to a Commissioner’s question, Executive Director Preston clarified that a contract for storm damage sites 1 and 2 is expected to be awarded at the TPW meeting scheduled for May 21. An additional special meeting of the RTC will be scheduled in late June to present the Commission with a proposed revised budget.

In response to a Commissioner’s question, Mr. Preston provided more information regarding the possibility of extensions to the RTC’s agreement with Progressive Rail.
21. Caltrans report

Caltrans Alternate Ex-Officio Aileen Loe reported on Caltrans’ tradition of honoring fallen highway workers: in the history of Caltrans, 189 workers have lost their lives working on California’s highways and 8 of those were from district 5; Caltrans released a final implementation memo for Senate Bill 743 on April 13, 2020 as well as two technical documents, the Transportation Analysis Framework (TAF) and the Transportation Analysis under CEQA (TAC), and corresponding informational webinars on Monday, May 11 and Friday, May 15; with an estimated 80-90% of its workforce eligible for telework, Caltrans is working hard to keep project delivery activities on schedule.

Commissioners noted safety concerns with ongoing construction on the 41st Avenue pedestrian overcrossing, and in response to a Commissioner’s question, Ex-Officio Loe noted that the project is scheduled to be completed in December 2020. Ms. Loe will send links to the TAF and TAC webinars to all via email.

22. 9:30 a.m. PUBLIC HEARING 2020 Unmet Paratransit and Transit Needs

Transportation Planner Amanda Marino delivered the staff report and reported on a comment submitted earlier that morning from the University of California Santa Cruz (UCSC). In response to a Commissioner’s question, Senior Transportation Planner Grace Blakeslee explained that UCSC’s paratransit need would be identified as a medium priority and a 2 on the graduated scale.

Chair McPherson thanked the Elderly & Disabled Transportation Advisory Committee for their efforts in the report. In response to a Commissioner’s question, Senior Transportation Planner Blakeslee communicated more information regarding the Taxi Scrip subsidized fare program. Liftline Program Director Kirk Ance described some of the challenges faced by the Taxi Scrip program in serving dialysis patients.

Public Hearing was opened at 9:40

Received public comment from:
Michael Saint
Sally Arnold, Santa Cruz County Friends of the Rail and Trail

Commissioners discussed the loss of Paratransit service due to the change in the Santa Cruz Metro fixed route service and efforts to bridge the gap.

The public hearing closed at 10:00 a.m.

Commissioner Leopold moved and Commissioner Rotkin seconded the motion to approve the staff recommendation to:
1. Adopt the 2020 Unmet Paratransit and Transit Needs (Attachment 1), with revisions as appropriate, following the public hearing; and,
2. Consider unmet paratransit and transit needs as funding becomes available.
The motion passed unanimously with Commissioners Rotkin, Gonzalez, Bottorff, McPherson, Leopold, Friend, Caput, Coffman-Gomez, Johnson, Brown, Bertrand, and Commissioner Alternate Schiffrin voting “aye.”

23. Fiscal Year 2020-21 Article 4 and Article 8 Transportation Development Act (TDA) Claims for Santa Cruz METRO, Volunteer Center, Community Bridges, Bike to Work and Santa Cruz County Health Services Agency

Deputy Director Luis Mendez and Transportation Planners Amanda Marino and Tommy Travers delivered the staff report. In response to a Commissioner’s question, Deputy Director Mendez re-iterated ongoing communication between staff and claimants of TDA and Measure D regarding adjustments and plans to present budget updates to the Budget and Administration/Personnel committee before returning with budget proposals at the June RTC meeting.

Commissioners discussed: TDA cashflow; the timeline by which reserves will be analyzed and budget adjustments made; the risks and benefits of dipping into RTC reserve funds to finish out the fiscal year; likely reductions to the budget in August 2020; impact of revenue uncertainty on the agencies’ budgetary decisions.

In response to a Commissioner’s questions, Deputy Director Mendez clarified the specific purpose and immediate availability of the TDA reserve for the RTC to make good on its TDA commitments. Mr. Mendez also noted that METRO will have access to federal stimulus funds, though coverage of reductions is as yet unclear. A staff recommendation following further analysis is expected.

Received public comment from:
Piet Canin
Gina Cole

Commissioner Rotkin moved and Commissioner Bertrand seconded the motion to approve the staff recommendation to:

1. Adopt a resolution approving the Transportation Development Act (TDA) Article 4 funds claim in the amount of $7,628,850 from the Santa Cruz Metropolitan Transit District to provide operating assistance for fixed route public transit and Americans with Disabilities Act complementary paratransit operations;
2. Adopt a resolution approving the fiscal year (FY) 2020-21 Transportation Development Act (TDA) Article 8 funds claim in the amount of $749,501 from Community Bridges to provide transportation for seniors and people with disabilities, contingent on approval from the City of Santa Cruz to act as the claimant;
3. Adopt a resolution approving the FY 2020-21 TDA Article 8 funds claim in the amount of $96,377 requesting early allocation of funds in May 2020 for the Volunteer Center to administer the Grocery Shopper Program primarily serving seniors, contingent on approval from the City of Santa Cruz to acts as the claimant; and
4. Adopt a resolution approving claims for FY 2020-21 TDA Article 8 funds for the County of Santa Cruz Health Services Agency’s Community Traffic Safety Coalition (CTSC) and Ride ‘n Stride Programs in the amount of $130,000,
and for Ecology Action’s Bike to Work (BTW) Program in the amount of $60,000; and
5. Adopt a resolution approving the State Transit Assistance (STA) and STA State of Good Repair (SGR) claims from the Santa Cruz Metropolitan Transit District in the amounts of $4,494,411 and $735,009 respectively; and
6. Adopt a resolution approving the State Transit Assistance (STA) claim from Community Bridges in the amount of $100,000 contingent upon approval by the City of Santa Cruz to act as their claimant.

Commissioner Alternate Schiffrin added a friendly amendment that staff provide the Commission budget updates at the August meeting.

The motion passed with Commissioners Rotkin, Gonzalez, Bottorff, McPherson, Leopold, Friend, Caput, Coffman-Gomez, Bertrand, Brown, and Commissioner Alternate Schiffrin voting “aye,” and Commissioner Johnson voting “no.”

24. Amendments to the Highway 1 Auxiliary Lanes and Bus on Shoulder project (State Park Drive to Bay/Porter) Consultant Contract and Caltrans Cooperative Agreement and Senate Bill 1 Solutions to Congested Corridors and Local Partnership Program Matching Funds

Senior Transportation Engineer Sarah Christensen delivered the staff report. In response to a Commissioner’s question, Ms. Christensen clarified improvements to technology at the Soquel Avenue intersection. Executive Director Guy Preston clarified that a ruling from the superior court on litigation is expected by the end of the calendar year.

In response to Commissioner questions, Senior Transportation Engineer Christensen explained that the Mar Vista overcrossing construction start date has been impacted by efforts to mitigate risk and minimize environmental impacts, described public outreach efforts aimed at the nearby community, and clarified the proposed approach to the environmental review process.

Received public comment from:
Gina Cole

Commissioner Alternate Schiffrin moved and Commissioner Brown seconded the motion to approve the staff recommendation to:

1. Amend the professional engineering services contract with Mark Thomas & Company, Inc. for the environmental component of the Highway 1 Auxiliary Lanes and Bus on Shoulder (Aux/BOS) Project between State Park Drive and Bay/Porter in the amount of $444,728 for a total amended contract value of $2,274,638, to add the preliminary engineering and environmental documentation of the bicycle and pedestrian overcrossing at Mar Vista Drive to the project.
2. Amending the Cooperative Agreement with Caltrans for the Project Approval/Environmental Document (PA/ED) component of the Highway 1 Auxiliary Lanes and Bus on Shoulders (Aux/BOS) project between State Park
Drive and Bay/Porter interchanges, to add the bicycle and pedestrian overcrossing at Mar Vista Drive to the project.

3. Amending the Regional Transportation Improvement Program (RTIP) and requesting that the California Transportation Commission (CTC) amend the State Transportation Improvement Program (STIP) to reprogram funds previously programmed to Mar Vista into the combined project.

4. Amending the RTC FY 19/20 and 20/21 Budgets accordingly.

The motion passed unanimously with Commissioners Rotkin, Gonzalez, Bottorff, McPherson, Leopold, Friend, Caput, Coffman-Gomez, Johnson, Brown, Bertrand, and Commissioner Alternate Schiffrin voting “aye.”

Commissioner Friend departed the meeting

25. Construction Contract Award – Emergency Bridge Repair of Ballast Timber Trestle at MP 4.87”

Senior Transportation Engineer Sarah Christensen delivered the staff report and provided further explanation of some of the factors considered in evaluating the bids. In response to a Commissioner’s question, Ms. Christensen explained access challenges which contribute to the cost of repairs.

Received public comment from:
Brian Peoples

In response to public comment Executive Director Guy Preston provided more background on the decisions of the recommendation. Ms. Christensen added that a contracted construction manager will be overseeing the work.

26. Next meetings

The next RTC meeting is scheduled for Thursday, June 04, 2020 at 9:00 a.m. by teleconference, or at the Watsonville City Council Chambers, 275 Main Street, Room 400, Watsonville, CA if the stay-at-home order is lifted.

The next Transportation Policy Workshop meeting is scheduled for Thursday, May 21, 2020 at 9:00 a.m. by teleconference.

Respectfully Submitted,

Yesenia Parra
Administrative Services Officer
Attendees:
Brett Garrett
Michael Saint
1-510-***-9459
1-831-***-6811
Derek Wong
Barry Scott
Metro Conference
1-831-***-6080
Sally Arnold
Theresia Rogerson
1-650-***-9242
1-831-***-2664
Guest
Kirk Ance
1-831-***-4205
1-831-***-8987
Manu Koenig
Piet Canin
Wmengistu
Paul Brooks
Donna Murphy
Gina Cole
Sean Hebard
Michael Pisano
Dzaragoza
Lauren
THIS PAGE INTENTIONALLY LEFT BLANK
The meeting was called to order at 9:01 a.m.

1. Introductions

Members present:

Ed Bottorff
Sandy Brown
John Leopold
Aurelio Gonzalez
Virginia Johnson (alt.)

Patrick Mulhearn (alt.)
Randy Johnson
Andy Schiffrin (alt.)
Mike Rotkin

Staff present:

Guy Preston
Luis Mendez
Yesenia Parra
Sarah Christensen
Steven Mattas

Krista Corwin
Fernanda Pini
Amy Naranjo
Grace Blakeslee

2. Oral Communications - none

3. Additions or deletions to consent and regular agenda

There were replacement pages for items 4 and 5.
CONSENT AGENDA

Commissioner Leopold moved and Commissioner Alternate Schiffrin seconded the motion to approve the consent agenda. The motion carried unanimously with Commissioners Brown, R. Johnson, Leopold, Bottorff, Gonzalez, and Commissioner Alternates Mulhearn, V. Johnson, and Schiffrin voting “aye”.

4. Approved authorizing the Executive Director to approve a contract change order from Linear Tech Striping (Resolution 114-19)

REGULAR AGENDA

5. Construction Contract Award – Sites 1 and 2 of the 2017 Storm Damage Repairs along the Santa Cruz Branch Rail Line

Senior Transportation Engineer Sarah Christensen delivered the staff report. In response to a Commissioner’s questions, Ms. Christensen explained factors that influenced the bidding process and the risks considered in the staff recommendation.

Commissioners discussed: “sticker shock” effect of the difference between the engineer’s estimate and the bid; anticipation of costs; site access issues; upcoming rainy season; time to completion.

Received public comment from:
Barry Scott
Jeanette

Commissioner Alternate Schiffrin moved and Commissioner Bottorff seconded the motion to approve the staff recommendation to:

Approve Resolution 115-19 accepting the bid and authorizing the Executive Director to execute a construction contract with Granite Rock Company in the amount of $2,284,795 for repairs to storm damage sites 1 and 2 on the Santa Cruz Branch Rail Line.

The motion carried unanimously with Commissioner Brown, Johnson, Leopold, Bottorff, Gonzalez, Rotkin and Commissioner Alternates Schiffrin, Mulhearn, and V. Johnson voting “aye.”

6. Next meetings

The next RTC meeting is scheduled for Thursday, June 04, 2020 at 9:00 a.m. by teleconference.

The next special meeting of the RTC is scheduled for Monday, June 29, 2020 at 9:00 a.m. by teleconference.
The meeting adjourned at 9:34 a.m.

Respectfully submitted,

Krista Corwin, Staff

Attendees:

Eric Child
Gina Cole
Howard Cohen
M. Christie
Paul Goryl
Jeanette
Paul Brooks
Barry Scott
THIS PAGE INTENTIONALLY LEFT BLANK
TO: Regional Transportation Commission (RTC)  
FROM: Sarah Christensen, P.E.  
RE: Policy for Capital Projects Implemented by Others within the Santa Cruz Branch Rail Corridor Right-of-Way

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve the attached resolution (Attachment 1) adopting a policy for capital projects implemented by others within the Santa Cruz Branch Rail Line (SCBRL) right-of-way.

BACKGROUND

In October of 2012, the Regional Transportation Commission (RTC) acquired the Santa Cruz Branch Rail Line (SCBRL). In August of 2014, the RTC adopted a policy for leases, licenses, rights of entry and encroachments for the Santa Cruz Branch Rail Line. In July 2018, the RTC entered into an Administration, Coordination and Licensing (ACL) Agreement with St. Paul and Pacific Railroad (SPPR) a company of Progressive Rail, which designates SPPR as the new railroad operator. Following the approval of the new operator, the RTC approved an update to the policy for leases, licenses, rights of entry, and encroachments in August of 2018.

DISCUSSION

The RTC receives requests from local jurisdictions, utility owners, and private entities to develop areas within the SCBRL right-of-way on an ongoing basis. Examples of requests include utility owners seeking approval to cross the right-of-way with a pipeline or wire line, upgrades to local street grade crossings, and coastal rail trail projects. Staff identified the need for a policy for capital projects implemented by others within the SCBRL right-of-way in order to preserve the infrastructure of the transportation corridor and to provide clarity of RTC requirements to outside entities making the requests.

The policy for capital projects implemented by others within the SCBRL right-of-way (Attachment 2) includes responsibilities of outside entities, training requirements, design standards, requirements for engineering reviews, construction oversight and inspections, and ongoing maintenance of facilities.
located within the SCBRL right-of-way. Close monitoring of these activities will ensure construction by outside entities are consistent with the current and future use of the SCBRL right-of-way. The policy is complimentary to the existing policy for leases, licenses, rights of entry and encroachments, but is more focused on preservation of the infrastructure and protecting the assets of the transportation corridor.

Due to the high volume of requests made for improvements within the SCBRL right-of-way, staff utilizes our on-call Real Property Management Services consultant, RailPros, Inc., to assist staff with processing requests and developing agreements needed for construction within the SCBRL right-of-way. The on-call Real Property Management Services scope of work includes assistance with requests for utility agreements and rights of entry for construction, which include engineering reviews and construction oversight and inspections. RailPros is in the process of developing an online system for outside entities to make requests, and for RTC to process and track utility licenses and rights of entry for construction within the SCBRL right-of-way.

**Staff recommends the RTC adopt the attached resolution (Attachment 1)**
**adopting a policy for capital projects implemented by others within the Santa Cruz Branch Rail Line (SCBRL) right-of-way.**

**FISCAL IMPACT**

Adopting the policy for capital projects implemented by others within the SCBRL right-of-way has no direct fiscal impact to current or future budgets or programming. Rights of entry for construction will include fees to cover staff and consultant costs associated with processing applications, legal fees, engineering reviews, and construction oversight and inspections. This may result in a slight increase in revenue over time which will be captured in future budgets and amendments.

**SUMMARY**

Staff recommends adopting the attached policy for capital projects implemented by others within the SCBRL right-of-way in order to preserve the infrastructure of the transportation corridor and to provide clarity of RTC requirements to outside entities making the requests.

**Attachments:**
1. Resolution
2. Policy for Capital Projects Implemented by Others within the Santa Cruz Branch Rail Corridor right-of-way

\RTC\TC0620\Consent Agenda\Capital Projects SCBRL Policy\SR_PolicyCapProjbyOthers.docx

6-2
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of June 4, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION ADOPTING A POLICY FOR CAPITAL PROJECTS IMPLEMENTED BY OTHERS WITHIN THE SANTA CRUZ BRANCH RAIL LINE RIGHT OF WAY

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

WHEREAS, in August 2014 the RTC adopted a policy for leases, licenses, rights of entry and encroachments;

WHEREAS; in July 2018 the RTC entered into the Administration, Coordination, and License (ACL) Agreement with St. Paul & Pacific Railroad (SPPR);

WHEREAS; in August of 2018 the RTC adopted a revised policy for leases, licenses, rights of entry and encroachments;

WHEREAS; the RTC receives requests from outside entities to enter into the Santa Cruz Branch Rail Line Right-of-way for construction;

WHEREAS; oversight of construction projects by outside entities is needed in order to preserve the transportation corridor;

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION ADOPTS THE ATTACHED POLICY FOR CAPITAL PROJECTS IMPLEMENTED BY OTHERS WITHIN THE SANTA CRUZ BRANCH RAIL CORRIDOR RIGHT-OF-WAY.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Bruce McPherson, Chair
ATTEST:

____________________________
Guy Preston, Secretary

Distribution: RTC Fiscal, RTC, Contractor, and Consultant Project Managers

\rtcserv2\shared\rtc\tc2020\tc0620\consent agenda\capital projects scbrl policy\att 1-res.docx

3498549.1
Policy for Capital Projects Implemented by Others within the Santa Cruz Branch Rail Corridor Right-of-Way

Background
The Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line (SCBRL) right-of-way to preserve it as a transportation corridor. The use of the corridor is as follows:

- Freight and recreational rail service
- Future High Capacity Public Transit
- Multiuse trail to be constructed in phases alongside the track

The Surface Transportation Board (STB) designates the RTC selected rail operator as the common carrier for freight service on the SCBRL, as long as the operator meets the requirements of the STB. The selected rail operator owns an easement over all tracks on the SCBRL right-of-way for freight purposes. The RTC enters into an administration, coordination and license (AC&L) agreement, as long as meets requirements of the STB, with the selected rail operator. That agreement outlines the responsibilities of the operator and provides the operator with a license to operate recreational passenger rail service on the SCBRL. There are a number of operating agreements assigned to the rail operator for the rail line including at-grade railroad crossing agreements, industry track agreements and a trackage rights agreement with Santa Cruz Big Trees and Pacific Railway. Rail operations on the SCBRL are governed and inspected by the Federal Railroad Administration (FRA) and the California Public Utilities Commission (CPUC) to help ensure safety.

As capital projects are developed that are located within the SCBRL right-of-way by entities other than the RTC, those projects must meet the requirements of the RTC and the railroad operator during preconstruction, construction, and maintenance. This policy applies to installation or upgrades to utility crossings or longitudinal encroachments, grade crossings, coastal rail trail, or other projects requiring permanent or temporary access to the right-of-way for construction and/or maintenance by a local jurisdiction, utility owner, or private entity.
1. General Requirements

1.1 Responsibilities

A Right of Entry (ROE) agreement shall be obtained by the project owner from the RTC prior to entering the SCBRL right-of-way, in accordance with the Policy for leases, licenses, rights of entry and encroachments for the Santa Cruz Branch Rail Line right-of-way. A ROE agreement may also be required from the railroad operator. Utility owners must obtain a utility license agreement for any facility that crosses or enters the SCBRL right of way, and public entities or agencies must obtain a special maintenance agreement or lease agreement for facilities that cross or enter the SCBRL right of way in accordance with the Policy for leases, licenses, rights of entry and encroachments for the Santa Cruz Branch Rail Line right of way. If at any time upon completion of the project, the project owner must access the area within the SCBRL right-of-way for maintenance or repairs, a new ROE agreement is required.

Fees associated with the required agreements, including RTC’s oversight of projects within the SCBRL right of way, shall be paid in accordance with the RTC’s fee schedule. The full cost of the project shall be borne by the project owner, including investigatory and/or remedial action required or ordered for cleanup of any contamination of the premises. This includes costs associated with oversight of a project by the County Environmental Health Services (EHS) Department. The project owner shall indemnify and hold the RTC, its agents, employees, and the Premises, harmless from any and all costs, claims, expenses, penalties and attorney’s fees arising out of any matter related to the project. All other regulatory permits required by the project are to be obtained by the project owner.

1.2 Required Training

Individuals accessing the SCBRL right-of-way who will be performing roadway worker duties¹ within 25 feet of track centerline are required to

---

¹ Roadway Worker duties include inspection, construction, maintenance or repair of track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track or with the potential of fouling a track, and other personnel directly involved with their protection.
complete Roadway Worker Protection Training, renewed on an annual basis, in accordance with the FRA 243 regulation.

Individuals accessing the SCBRL right-of-way during any phase of a project who will be performing *any other work* within 25 feet of track centerline are required to complete the RTC’s Basic Safety Training for Railroad Workers, renewed on an annual basis. This requirement does not apply to access of the right of way via coastal rail trial or where a physical barrier (i.e. fence) is present within 25 feet of rail.

### 1.3 Standards

The American Railway Engineering and Maintenance-of-way Association (AREMA) standards include the minimum requirements for capital projects developed that are located within the SCBRL right-of-way.

### 2. Preconstruction Activities

#### 2.1 Right of Entry Agreement for Preconstruction

A Right of Entry (ROE) Agreement is required for the project owner and their consultants, contractors, or agents to access the right-of-way for the purposes of preconstruction surveys, soil testing, and investigations necessary to achieve environmental clearance and prepare the construction documents. The term of the ROE agreement shall cover the period of time in which access to the right-of-way is needed (environmental, preliminary engineering, and final design) for the project preconstruction activities. Once a ROE from the RTC is obtained, the project owner shall request a ROE from the railroad operator and meet their requirements prior to commencing field activities.

#### 2.2 Review and Approval of Work Plans

Prior to the ROE agreement being executed and prior to mobilizing field activities that require heavy equipment or ground disturbance (example – geotechnical testing) review and approval of the work plan by the RTC engineer or designee is required. The work plan shall be submitted to the RTC no less than 30 days prior to the planned mobilization and shall include the purpose, proposed access routes, location, duration, and proposed schedule of the work.
2.3  Review of Plans and Specifications
Preliminary Engineering plans and environmental documentation for the project shall be submitted to the RTC for review a minimum of 60 calendar days prior to circulation of the draft environmental document. The RTC engineer or designee shall review and provide comments within 30 calendar days of receipt.

Construction documents shall be provided to the RTC for review at each milestone (example – 65%, 95%, final), as applicable. The RTC engineer or designee shall review and provide comments within 30 calendar days of receipt. If the project scope includes structural work, review by a structural engineer from the RTC’s on-call engineering list is required.

2.4  Records
At the RTC’s request, georeferenced cad files shall be exported to GIS shapefile format and provided to the RTC by the project owner or their consultant at no cost to the RTC. Right of way boundary surveys are required for all capital projects within the Santa Cruz Branch Rail Corridor right of way. Surveys shall be recorded with the County of Santa Cruz survey office.

3.  Construction Activities
3.1  Approval of Plans and Specifications
Authorization for the Executive Director to accept the construction documents by the RTC is required prior to advertisement. The required agreements, including but not limited to the ROE for construction, utility license agreements, and maintenance agreements, must be in place by the project owner prior to advertisement of the project.

3.2  Right of Entry for Construction
A Right of Entry (ROE) agreement is required for the project owner, which will cover all entities requiring entry to the SCBRL right of way for the purposes of construction. The term of the agreement shall cover the construction duration of the project. Once a ROE agreement from the RTC is obtained, the project owner shall request a ROE from the railroad operator and meet their requirements prior to commencing construction activities.
3.3 Construction Oversight and Inspections
The RTC engineer or designee shall conduct a pre-construction inspection documenting the existing conditions of the site prior to construction commencing. All construction projects shall require a construction observer or inspector be onsite throughout construction to monitor and document the construction progress and to ensure all agreement terms and approved construction methodology is adhered to. Special inspections by a structural engineer are required if the scope of the project includes structure work.

4. Post-Construction Activities
The RTC or its designee shall conduct a post-construction inspection documenting conditions of the site. Requests to the project owner for corrective action shall be made by the RTC engineer in responsible charge or designee within 14 calendar days of post-construction inspection.

5. Maintenance by Others
A special Maintenance agreement between the RTC and the implementing public agency is required for public roads, encroachments, trails and related facilities permanently installed within the SCBRL right of way, which defines responsibilities of the project owner. Effort should be made during the pre-construction phase to limit the long-term maintenance liability of the project improvements and surrounding corridor by both entities. Maintenance agreements shall be executed prior to the advertisement of the construction contract.

For all other projects such as utilities, maintenance provisions are spelled out in the license agreement.
THIS PAGE INTENTIONALLY LEFT BLANK
AGENDA: June 4, 2020

TO: Regional Transportation Commission

FROM: Grace Blakeslee and Tommy Travers, Transportation Planners

RE: Cooperative Agreements for Monterey Bay Scenic Sanctuary Trail (MBSST)

__________________________________________________________________

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt resolutions authorizing the Executive Director to finalize negotiations and enter into Cooperative Agreements with the:

1. County of Santa Cruz for work associated with the development of the Monterey Bay Scenic Sanctuary Trail (MBSST) Segments 10 & 11,
2. City of Santa Cruz for work associated with the development of the Monterey Bay Scenic Sanctuary Trail (MBSST) Segments 8 & 9,
3. City of Capitola for work associated with the development of the Upper Pacific Cove Parking Lot Pedestrian Trail, which is a portion of Segment 11; and,
4. City of Watsonville for work associated with the development of the Monterey Bay Scenic Sanctuary Trail (MBSST) Segments 18 Phase 1 & Phase 2.

__________________________________________________________________

BACKGROUND

In November 2013, the RTC adopted the Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan and certified a programmatic Environmental Impact Report. The 32-mile Coastal Rail Trail serves as the spine of the 50-mile MBSST Network and will connect to Monterey County’s system of existing and planned trails. The Coastal Rail Trail will provide transportation, recreation, commuter and coastal access opportunities for bicyclists and pedestrians. The MBSST is separated into 20 segments for planning and project delivery purposes with 16 of these segments along the rail right-of-way. MBSST Segments are defined in the MBSST Network Master Plan and are in various stages of development.

RTC is working closely with partner agencies to develop the MBSST between Davenport and Watsonville. The City of Santa Cruz, the City of Capitola and the City of Watsonville are currently leading pre-construction and construction activities for Segments 7, a portion of Segment 11, and Segment 18. RTC is partnering with Federal Highway Administration Central Federal Lands to complete pre-construction activities for Segment 5. The RTC’s Measure D 5-year plans identify Measure D allocations to MBSST projects currently underway (Segment 5, 7, 11 & 18) and projects that will begin preconstruction activities in FY 20/21 (Segment 8 & 9,
DISCUSSION

In coordination with RTC legal counsel, RTC staff developed a new Cooperative Agreement template which it recommends using for future MBSST projects on the rail line. The Cooperative Agreement describes roles and responsibilities for components of project delivery which include project approval and environmental document (PA&ED); plans specification and estimates (PS&E); Right-of-Way (ROW); and, Construction. The details of the relevant MBSST project are documented in the Project Description attachment to the Cooperative Agreement. Project specific cooperative agreements are proposed to be completed as full funding is identified for a project component. If a project component, such as construction, has not identified full funding, a new cooperative agreement or a cooperative agreement amendment will be proposed when funding is identified. Funding and spending summaries are only provided when RTC controlled regional funds, such as Measure D-Active Transportation funding, is proposed to fund the work covered in the cooperative agreement and needed to identify invoice provisions of these funds.

County of Santa Cruz – Segment 10 & 11 Project

RTC staff developed a draft Cooperative Agreement (Attachment 1: Exhibit A) for preconstruction components including PA&ED, PS&E and ROW for work associated with development of MBSST Segments 10 & 11. The Cooperative Agreement does not include the Construction component, since full funding for construction has not been identified. County of Santa Cruz staff has reviewed the draft Cooperative Agreement and provided comments. Most comments have been resolved, with the remaining comments subject to final negotiations.

The project will construct approximately 4.0 miles of paved multiuse trail. The County of Santa Cruz is proposing to complete preconstruction components for Segment 10 beginning at the 17th Avenue intersection and extending down the coast through Live Oak and past Jade Street Park and ending at 47th Avenue in Capitola, with the option of extending the project up to 0.25 miles south to Opal Street. The County of Santa Cruz is also proposing to complete preconstruction activities for Segment 11 beginning at the Monterey Avenue intersection and extending down the coast to State Park Drive. The Capitola Trestle extending across Soquel Creek and a 0.5 to 0.7-mile (3,580 LF) section of Segment 11 from 49th Avenue to Monterey Avenue is not included in the Cooperative Agreement, since that work will be developed independently. This crossing of Soquel Creek will be one of the most challenging sections of the trail to implement. Measure D-Rail Corridor Program funds have been programmed for a feasibility study to be completed subsequent to the adoption of the Transit Corridor Alternatives Analysis (TCAA).
The Segment 10-11 project includes a trail bridge crossings at Rodeo Gulch, New Brighton State Beach parking lot, and Borregas Creek, trail street crossings at 17th Avenue, 30th Avenue, 38th Avenue, 41st Avenue, 47th Avenue, Grove Lane, New Brighton Road, Estates Drive, Mar Vista Drive and two rail crossings at 17th Avenue and 47th Avenue. The project anticipates the relocation of approximately 1 mile of rail track between 17th and 41st Avenue to accommodate the trail within the rail right-of-way.

The Funding Summary included in the Cooperative Agreement identifies Measure D as fully funding pre-construction activities in the amount of $4 million as follows: PAED- $1.6 million, PSE $2.0 million, and ROW- $400,000, and is consistent with the Measure D 5-Year Plan for Active Transportation- MBSST Rail-Trail Funding approved June 6, 2019. The Cooperative Agreement does not identify funding for construction. The Cooperative Agreement between the RTC and the County of Santa Cruz can be amended to include Construction activities and funding for Construction or the RTC and the County of Santa Cruz may propose to enter into a new cooperative agreement for construction activities.

**Staff recommends that the RTC adopt a resolution authorizing the Executive Director to finalize negotiations and enter into a Cooperative Agreement with the County of Santa Cruz for work associated with development of the MBSST Segments 10 & 11, subject to approval as to form by RTC legal counsel.**

City of Santa Cruz – Segment 8 & 9 Project

RTC staff developed a draft Cooperative Agreement (Attachment 2: Exhibit A) for preconstruction activities including PA&ED, PS&E and ROW for work associated with development of MBSST Segments 8 & 9. The Cooperative Agreement does not include the Construction component, since full funding for construction has not been identified. However, the Measure D 5-Year Plan for Active Transportation-MBSST Rail-Trail Funding approved June 6, 2019 identifies $2 million for a match for potential construction grants of Segments 8 & 9. RTC provided the draft Cooperative Agreement to the City of Santa Cruz, but RTC has not received comments back at the time of writing this staff report.

The project will construct approximately 2.5 miles of paved multiuse trail. The City of Santa Cruz is proposing to complete preconstruction activities for the portion of Segment 8 extending from the Beach Street and Pacific Avenue intersection to the San Lorenzo River Rail Bridge. This segment of the trail alignment consists of a two-way cycle track, which follows the coastal side of Beach Street. The San Lorenzo River Rail Bridge pedestrian access was improved by the City of Santa Cruz in 2019 to provide a 10ft bicycle and pedestrian path. No additional improvements to the San Lorenzo River Rail Bridge are included in this project. Segment 9 begins at the eastern side of the San Lorenzo River Rail Bridge and continues down the coast to 17th Avenue.

The project includes: Class II Bike Lanes on Beach Street; trail bridges at Woods Lagoon and Schwan Lagoon; a trail bridge (or large culvert) crossing at a drainage
between Live Oak and El Dorado Avenues; streets crossings at Mott Avenue, Seabright Avenue and 7th Avenue, and two rail crossings at El Dorado and 7th Avenue.

Staff recommends that the RTC adopt a resolution authorizing the Executive Director to finalize negotiations and enter into a Cooperative Agreement with the City of Santa Cruz for work associated with development of MBSST Segments 8 & 9, subject approval as to form by RTC legal counsel.

City of Capitola – Segment 11C Project

RTC staff developed a draft Cooperative Agreement (Attachment 3: Exhibit A) for project components including PA&ED, PS&E, and ROW for work associated with development of the Upper Pacific Cove Parking Lot Pedestrian Trail, which is part of Segment 11 of the MBSST Network Master Plan, in the City of Capitola. The Cooperative Agreement does not include the Construction component, since full funding for construction has not been identified. The City of Capitola staff has reviewed the draft Cooperative Agreement but RTC has not received comments back at the time of writing this staff report. The project will construct approximately 100 linear feet of paved multiuse trail as well as an approximately 430-foot-long pedestrian path connecting the trail to adjacent City property.

The project includes: Class I multiuse facility for 100 feet west of Monterey Avenue; pedestrian ADA trail connecting the multiuse trail to the west; trail crossing and sidewalk improvements at Monterey Avenue.

Staff recommends that the RTC adopt a resolution authorizing the Executive Director to finalize negotiations and enter into a Cooperative Agreement with the City of Capitola for work associated with development of the Upper Pacific Cove Parking Lot Pedestrian Trail, which is a portion of MBSST Segment 11, subject to approval as to form by RTC legal counsel.

City of Watsonville – Segment 18-1 and 18-2 Projects

RTC staff developed a draft Cooperative Agreement (Attachment 4: Exhibit A) for project components including PA&ED, PS&E, ROW, and Construction for work associated with the of development of MBSST Segment 18 Phase 1. The City of Watsonville staff has reviewed the draft Cooperative Agreement and provided initial comments, which are being reviewed by RTC’s Executive Director and legal counsel.

The project will construct approximately 1,600 linear feet of multiuse trail east of Ohlone Parkway. The project includes: Class I multiuse facility for 1,600 feet going east from Ohlone Parkway and a multiuse connection to the existing Slough Trail at the east end of the project. Construction is expected to be completed in August 2020.

In addition, RTC staff developed a draft Cooperative Agreement (Attachment 4: Exhibit B) for project activities including PA&ED, PS&E, and ROW for work
associated with the development of MBSST Segment 18 Phase 2. The Cooperative Agreement does not include the Construction component, since full funding for construction has not been identified. However, the Measure D 5-Year Plan for Active Transportation- MBSST Rail-Trail Funding approved June 6, 2019 identifies $2.8 million as a match for potential construction grants of Segments 18-2. The City of Watsonville staff has reviewed the draft Cooperative Agreement and provided initial comments, which are being reviewed by RTC’s Executive Director and legal counsel.

The project will construct a multiuse trail at both ends of the Phase 1 trail, which is expected to be completed in August 2020. Phase 2 goes from Lee Road to Ohlone Parkway and from the Phase 1 Slough Trail connection point to Walker Street. The project includes: Class I multiuse facility for approximately 4,750 feet; crosswalk and sidewalk improvements at Lee Road; multiuse trail crossing and sidewalk improvements at Ohlone Parkway; two new at-grade crossings located east of Lee Road and west of Walker Street.

Staff recommends that the RTC adopt resolutions authorizing the Executive Director to finalize negotiations and enter into Cooperative Agreements with the City of Watsonville for work associated with the development of MBSST Segment 18 Phase 1 & Phase 2, subject to approval as to form by RTC legal counsel.

SUMMARY

RTC staff has completed draft Cooperative Agreements with the County of Santa Cruz, City of Santa Cruz, City of Capitola, and City of Watsonville for work associated with the development of the Monterey Bay Scenic Sanctuary Trail (MBSST) Segments 8 & 9, Segments 10 & 11, the Upper Pacific Cove Parking Lot Pedestrian Trail, and Segments 18 Phase 1 & Phase 2 respectively. Staff recommends that the Regional Transportation Commission (RTC) adopt resolutions authorizing the Executive Director to finalize negotiations with the local jurisdictions and enter into Cooperative Agreements for the aforementioned MBSST projects, subject to the approval by legal counsel as to form.

1. Attachment 1: Resolution Authorizing the Executive Director to Enter into a Cooperative Agreement with County of Santa Cruz  
   a. Exhibit A: Draft Cooperative Agreement for Monterey Bay Scenic Sanctuary Trail (MBSST) for Segments 10 & 11
2. Attachment 2: Resolution Authorizing the Executive Director to Enter into a Cooperative Agreement with City of Santa Cruz  
   a. Exhibit A: Draft Cooperative Agreement for Monterey Bay Scenic Sanctuary Trail (MBSST) for Segments 8 & 9
3. Attachment 3: Resolution Authorizing the Executive Director to Enter into a Cooperative Agreement with City of Capitola  
   a. Exhibit A: Draft Cooperative Agreement for Monterey Bay Scenic Sanctuary Trail (MBSST) for Upper Pacific Cove Parking Lot Pedestrian Trail
4. Attachment 4: Resolution Authorizing the Executive Director to Enter into a Cooperative Agreement with City of Watsonville
a. **Exhibit A:** Draft Cooperative Agreement for Monterey Bay Scenic Sanctuary Trail (MBSST) Segment 18 Phase 1
b. **Exhibit B:** Draft Cooperative Agreement for Monterey Bay Scenic Sanctuary Trail (MBSST) Segment 18 Phase 2
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of June 4, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE
A COOPERATIVE AGREEMENT WITH THE COUNTY OF SANTA CRUZ
FOR WORK ASSOCIATED WITH THE DEVELOPMENT OF THE MONTEREY BAY SCENIC
SANCTUARY TRAIL (MBSST) SEGMENTS 10 & 11

WHEREAS, the Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line (Branch Line) in October 2012 for preservation, continuation of freight and recreational rail service, implementation of additional recreational rail service, potential future passenger rail service and construction of a bicycle and pedestrian trail;

WHEREAS, the RTC is charged with implementing the Santa Cruz County portion of the 2-county Monterey Bay Sanctuary Scenic Trail (MBSST) Network and the RTC adopted an award-winning MBSST Master Plan that defines the alignment and development of the Santa Cruz County’s 50-mile bicycle and pedestrian trail system, and certified a programmatic Environmental Impact Report in November 2013;

WHEREAS, the spine of the trail will be built within or adjacent to the 32-mile RTC-owned railroad right-of-way from Davenport to Pajaro;

WHEREAS, the MBSST is separated into 20 segments for planning and project delivery purposes with 16 of these segments along the rail right-of-way;

WHEREAS, Segments 10 & 11 of the MBSST are located within the County of Santa Cruz and City of Capitola;

WHEREAS, the County of Santa Cruz will be the project sponsor for work associated with Segment 10 & 11 as defined in the draft Cooperative Agreement;

WHEREAS, the Measure D 5-Year Plan for Active Transportation- MBSST Rail-Trail Funding approved June 6, 2019 identifies $4 million for Segments 10 & 11 preconstruction activities;

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

The Executive Director is authorized to finalize negotiations and enter into a cooperative agreement with the County of Santa Cruz for work associated with the development of the Monterey Bay Scenic Sanctuary Trail (MBSST) Segment 10 & 11, subject to approval as to form by RTC legal counsel.
AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ATTEST:

____________________________
Bruce McPherson, Chair

___________________________
Guy Preston, Secretary

Exhibit A: Draft Cooperative Agreement for Monterey Bay Scenic Sanctuary Trail (MBSST) Segments 10 & 11

Distribution: RTC Fiscal
RTC Project Manager
County of Santa Cruz

s:\rtc\tc2020\tc0620\consent agenda\mbsst coops\att-1-coopmbsst-county-res.docx
REGIONAL MONTEREY BAY SANCTUARY SCENIC TRAIL
COOPERATIVE AGREEMENT

This AGREEMENT, effective on _________________, (EFFECTIVE DATE) is between the Santa Cruz County Regional Transportation Commission referred to as RTC, and the County of Santa Cruz, a political subdivision of the State of California, referred to hereinafter as COUNTY. RTC and COUNTY may be referred to herein as PARTY or PARTIES collectively.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for work on the Santa Cruz Branch Rail Line, hereinafter as RAIL LINE.

2. For the purpose of this AGREEMENT, the project described in the Project Description, Exhibit A to this AGREEMENT, will be referred to hereinafter as PROJECT.

3. RTC purchased from Union Pacific Railroad and now owns that certain real property identified as RAIL LINE right-of-way for preservation, continuation of freight and recreational rail service, implementation of additional recreational rail service, potential future passenger rail service and construction of a bicycle and pedestrian trail.

4. RTC secured the services of St. Paul & Pacific Railroad, LLC (RAILWAY) for the purpose of maintaining and providing recreational and freight rail services on a FREIGHT EASEMENT of 10 feet from the centerline of any track on the RAIL LINE and entered into an Administration, Coordination and License Agreement (ACL) with RAILWAY, and the ACL is incorporated herein by this reference dated July 16, 2018.

5. All references to the ACL herein shall refer to the most current ACL and amendments available at the time of the design and approval of the PROJECT.

6. RTC produced and adopted the Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan, as revised on February 6, 2014, and certified the MBSST Network Master Plan Final Environmental Impact Report (EIR) on November 7, 2013, which includes construction of a multi-use trail along the RAIL LINE right-of-way and is incorporated herein by this reference; and the MBSST Network Master Plan identifies design standards and guidelines.
7. All references to the MBSST Network Master Plan herein shall refer to the most current MBSST Network Master Plan and amendments available at the time of the design and approval of the PROJECT.

8. RTC has entered into a Remedial Action Agreement (RAA) for the RAIL LINE right-of-way with the County of Santa Cruz Environmental Health Division (CSCEHD) which assigns CSCEHD the role as regulatory oversight agency for characterization and potential remedial action under Sections 101480 through 101490 of the California Health and Safety Code, and the RAA is incorporated by this reference dated June 13, 2017.

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

   • PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
   • PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
   • RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the California Department of Transportation (CALTRANS) Workplan Standards Guide Version 12.5 dated March 2020 as a distinct group of activities/products in the project planning and development process. The Workplan Standards Guide shall be used as a guide for the activities contemplated under this AGREEMENT. RTC may, in its sole discretion, waive the completion of certain activities listed in the Guide when PROJECT circumstances warrant it. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

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

    • No prior work has been completed on this PROJECT.

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

**RESPONSIBILITIES**

12. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.
Project Description

13. PARTIES agree that for the purpose of this AGREEMENT, the details of the PROJECT are documented in the Project Description, Exhibit A to this AGREEMENT.

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

Sponsorship

15. 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.

16. PROJECT changes shall be approved by RTC as the owner/operator of the RAIL LINE right-of-way.

17. COUNTY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

18. 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.

• COUNTY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY. PA&ED includes the completion of the Final Environmental Document (documenting the project alternative selection).

• COUNTY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY. PS&E includes the development of the plans, specifications, and estimate, including those needed for off-site environmental mitigation; and obtaining any resource agency permits.

• COUNTY is the RIGHT-OF-WAY IMPLEMENTING AGENCY.
RIGHT-OF-WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the preparation of utility agreements and notice(s) to owners to relocate; the acquisition of right-of-way interests, including those needed for off-site environmental mitigation; 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, which includes the PROJECT cost of utility relocations and off-site environmental mitigation (RIGHT-OF-WAY Capital) and the cost of the staff work in support of the capital cost (RIGHT-OF-WAY Support).

19. Any PARTY responsible for completing WORK will invite the other PARTY to participate in the selection of any consultant proposed to perform WORK on the PROJECT. RTC reserves explicit authority to administratively approve or reject proposed consultants.

20. Any PARTY employing consultants, contractors and subcontractors to perform WORK shall require consultants, contractors and subcontractors to defend and indemnify the other PARTY, RAILWAY, and each of their respective officials, officers, employees and agents, from any claims demands and liability arising from such work to the fullest extent allowed by applicable law.

21. Any PARTY employing engineering firms to prepare plans, specifications, and estimates will ensure that the firms will not be employed by or under a contract for the construction of the PROJECT. However, an engineering firm may be retained during construction to check shop drawings, do soil foundation tests, test construction materials and perform construction surveys.

22. 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 WORK that may occur during the construction component of the PROJECT.
**RTC’s Oversight**

23. RTC will provide oversight to ensure that COUNTY WORK is in accordance with applicable standards, including but not limited to the MBSST Network Master Plan. RTC oversight does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK. RTC’s review and approval of the WORK as consistent with applicable standards shall not waive any claims or exonerate any contractor or subcontractor from liability for any defects in completion of any WORK component or in the design thereof whether patent or latent.

24. When RTC performs oversight, it does so for its own benefit. No one can assign liability to RTC due to its oversight.

25. RTC, as the owner/operator of the RAIL LINE right-of-way, will approve WORK outputs in accordance with RTC’s policies and guidance and as indicated in this AGREEMENT. If RTC agreements, policies or guidance that pertain to the WORK are updated or amended while this AGREEMENT is effective, RTC shall provide current policy or guidance document to COUNTY.

26. COUNTY will provide WORK related products and supporting documentation upon RTC’s request for the purpose of RTC oversight.

**CEQA Lead Agency**

27. COUNTY is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT.

28. PARTIES have agreed not to seek a NEPA document. If this decision is changed, PARTIES agree to amend this AGREEMENT.

**Environmental Permits, Approvals and Agreements**

29. 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.
30. 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.

**Project Approval and Environmental Document (PA&ED)**

31. As the PA&ED IMPLEMENTING AGENCY, COUNTY 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.

32. RTC will be responsible for completing the following PA&ED activities:

<table>
<thead>
<tr>
<th>PA&amp;ED Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>

33. COUNTY will notify RTC and CSCEHD (i) of any planned activity within the RAIL LINE right-of-way that will result in soil disturbance, and (ii) that COUNTY is responsible for CSCEHD oversight cost as specified in the RAA during PA&ED.

34. The 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.

**California Environmental Quality Act (CEQA)**

35. Environmental documentation will be prepared in compliance with all applicable provisions of California Public Resources Code §21000 et seq.

36. In consultation with RTC, the CEQA Lead Agency will determine the type of CEQA documentation required for the Project. The CEQA Lead Agency will cause that documentation to be prepared in accordance with CEQA requirements.

37. The 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.
38. 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.

39. COUNTY will submit CEQA-related public notices to RTC for review, comment, and approval prior to publication and circulation.

40. COUNTY will submit all CEQA-related public meeting materials to RTC for review, comment, and approval at least ten (10) working days prior to the applicable public meeting date.

41. If COUNTY makes any changes to public meeting materials that were previously provided to RTC, then COUNTY will allow RTC to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.

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

43. 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.

44. The CEQA Lead Agency shall maintain final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

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

45. As the PS&E IMPLEMENTING AGENCY, COUNTY 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.

46. RTC will be responsible for completing the following PS&E activities:
<table>
<thead>
<tr>
<th>PS&amp;E Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
<tr>
<td>Boundary Survey</td>
<td>No</td>
</tr>
</tbody>
</table>

47. COUNTY will notify RTC and CSCEHD (i) of any planned activity within the RAIL LINE right-of-way that will result in soil disturbance, and (ii) that COUNTY is responsible for CSCEHD oversight cost as specified in the RAA during PS&E.

48. COUNTY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT.

49. All arrangements for the protection, relocation, or removal of all conflicting utility facilities will be addressed in the PROJECT plans, specifications, and estimate.

50. COUNTY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the RAIL LINE right-of-way in accordance with federal and California laws and regulations, and RTC’s policies, procedures, standards, practices, and applicable agreements.

51. COUNTY will prepare Third-Party Encroachment Conflict Maps identifying the removal of any existing third party (non-utility) encroachments that conflict with construction of the PROJECT.

52. RTC will make all necessary arrangements with property owners for the timely removal of any encroachment that conflicts with the construction of the PROJECT prior to preparation of PS&E. All third-party encroachment conflicts not otherwise resolved will be addressed in the PROJECT plans, specifications, and estimate.

53. COUNTY will be the applicant for all applicable California Public Utility Commission (CPUC) approvals.

54. COUNTY will prepare and transmit regulatory permit applications. COUNTY will provide a copy of all permit applications at least 10-days in advance of transmittal for RTC’s review and concurrence. All permit conditions will be addressed in the PROJECT plans, specifications and estimate.
RIGHT-OF-WAY

55. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, COUNTY 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.

56. RTC will be responsible for completing the following RIGHT-OF-WAY activities:

<table>
<thead>
<tr>
<th>RIGHT-OF-WAY Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>

57. COUNTY 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.

58. COUNTY will provide RTC a copy of utility conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for RTC’s concurrence prior to RTC issuing the notices to owner and executing any utility agreements.

59. All utility conflicts will be fully addressed prior to Right-of-Way Certification.

60. COUNTY will provide RTC a copy of Third-Party Encroachment Conflict Maps for RTC’s concurrence. RTC will issue the Notices to Owner. RTC will make all necessary arrangements with property owners for the timely removal of any encroachment that conflicts with the construction of the PROJECT.

61. All encroachments will be fully identified prior to Right-of-Way Certification.

62. COUNTY will engage or 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 responsible surveyor.

63. When RIGHT-OF-WAY is funded with State or Federal funds the acquisition of right-of-way will not occur prior to the approval of the environmental document.

64. The RTC Board is responsible for hearing and adopting Resolutions of Necessity for acquisitions of right-of-way.
65. If COUNTY acquires any right-of-way to be incorporated into the RAIL LINE right-of-way, COUNTY will acquire in RTC’s name.

66. Title to the RAIL LINE right-of-way will ultimately be vested in the name of RTC. RTC’s acceptance of title will occur after the Right-of-Way Closeout activities, as identified in the CALTRANS Workplan Standards Guide, are complete.

67. COUNTY will submit a draft Right-of-Way Certification to RTC six (6) weeks prior to scheduled Right-of-Way Certification milestone date for review.

68. COUNTY will submit a final Right-of-Way Certification to RTC for approval prior to advertising the construction contract.

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

70. RTC’s acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by COUNTY verifying that the title is free of all encumbrances and liens. Upon acceptance by RTC, COUNTY will provide RTC with a Policy of Title Insurance in RTC’s name.

71. Right-of-way conveyances from third parties must be completed prior to completion of the WORK unless PARTIES mutually agree to other arrangements in writing.

72. A Maintenance Agreement must be executed prior to Right-of-Way Certification, unless PARTIES mutually agree to other arrangements in writing.

Funding

73. Funding sources, PARTIES committing funds and funding amounts are documented in the Funding Summary, Exhibit B to this AGREEMENT.

74. 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.

75. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.
76. 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.

77. 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.

78. 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.

79. 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.

**Invoicing and Payment**

80. PARTIES will invoice for funds on a pro-rata basis where the Funding 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.

81. 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.
82. Component of work covered by the AGREEMENT

- **PA&ED**
  COUNTY will invoice RTC and RTC will reimburse COUNTY for actual costs incurred and paid.

- **PS&E**
  COUNTY will invoice RTC and RTC will reimburse COUNTY for actual costs incurred and paid by COUNTY.

- **RIGHT-OF-WAY Support**
  COUNTY will invoice RTC and RTC will reimburse COUNTY for actual costs incurred and paid by COUNTY.

- **ROW-OF-WAY Capital**
  COUNTY will invoice RTC and RTC will reimburse COUNTY for actual costs incurred and paid by COUNTY.

**Schedule**

83. 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.

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

**Measure D Requirements**

85. COUNTY shall, by December 31st of each year, submit to RTC separate independently audited financial statements for the prior fiscal year ending June 30 of Measure D funds received and used. The RTC may consider extensions of the due date on a case-by-case basis. The audit, which shall be made available to the public, shall report on evidence that the expenditure of funds is in accordance with the Expenditure Plan adopted by the voters. The RTC will prepare a publicly available annual report on past and upcoming activities and publish an annual financial statement on the RTC website.

86. COUNTY shall actively conduct public outreach, in partnership with RTC and/or its advisory committees, as a means of ensuring that the public has the ability to access information about which projects and programs are funded with Measure D funds.
87. COUNTY shall, by December 31st of each year, submit to RTC an annual report (covering the prior fiscal year) regarding programs and projects on which COUNTY expended Measure D funds. The County Board of Supervisors shall annually adopt the annual report, after holding a public hearing. The annual report shall include 1) a five-year program of projects including information about each of the projects to be funded with Measure D revenues. COUNTY shall submit the program of projects to the RTC in a format that can be easily understood by members of the public; and 2) Description of expenditures of Measure Revenues from the most recently completed fiscal year. Some agencies may adopt the five-year program of projects as part of their annual budget, capital improvement programs, or other process earlier in the year, but must submit the list no later than December 31.

88. COUNTY shall document expenditure activities and report on the performance of Measure D funded activities through the annual report process, or through other RTC performance and reporting processes as they may be requested, including but not limited to the annual Five-Year Program of Projects, planning and monitoring reports. RTC shall utilize information from COUNTY on expenditures to prepare a comprehensive report to the public on the expenditure of Measure D revenues.

89. COUNTY shall install or mount signage adjacent to Measure D funded construction projects, so Santa Cruz County taxpayers are informed as to how COUNTY is using Measure D funds. See separate “Measure D: Sign Specifications” for additional signage guidance.

90. COUNTY shall provide current and accurate information on COUNTY’s website, to inform the public about how COUNTY plans to use and is using Measure D funds. COUNTY shall notify RTC staff once the draft 5-year program of projects is available for public review and at least two weeks in advance of the anticipated date of the public hearing and board action on the annual 5-Year Program of Projects.
91. Pursuant to California Public Utilities Code Section 180001(e), COUNTY shall use Measure D funds to supplement and not replace existing local revenues used for transportation purposes. Measure D revenues also shall not be used to replace revenues used for existing agency indirect costs or overhead. As set forth in the Measure D Ordinance: Existing funds, revenues and other resources being used for transportation purposes include but are not limited to federal and state funding, the collection of traffic impact mitigation fees, other local impact fees, and dedications of property. The funds generated by the Transportation Tax shall not be used to replace existing transportation funding or to replace requirements for new development to provide for its own transportation needs. The entities receiving Measure D Revenues shall maintain their existing commitment of discretionary local transportation-related expenditures for transportation purposes pursuant to the ordinance, and the RTC shall enforce this requirement by appropriate actions, including fiscal audits of the local agencies. COUNTY shall report on their compliance in the annual guidance.

Additional Provisions

Standards

92. PARTIES will comply with all applicable federal and California laws, regulations, and standards during performance of the WORK; CALTRANS standards (based on AASHTO standards); AREMA Standards for railroad facilities or facilities affecting railroads; and RTC Standards. RTC Standards are:

- Monterey Bay Sanctuary Scenic Trail Network 2013 Master Plan
- Sanctuary Scenic Trail Standards Manual - Signs and Exhibits Specifications adopted in 2013

RTC shall provide COUNTY with all applicable documents constituting RTC Standards applicable to performance of the WORK during the Term of this AGREEMENT.

Right of Entry Agreement(s)

93. COUNTY is responsible for obtaining a right of entry agreement from the RAILWAY prior to entering RAIL LINE right-of-way to perform the PROJECT WORK.

94. RTC shall grant COUNTY, its agents, consultants, and contractors a right of entry agreement(s) to enter the RAIL LINE, upon COUNTY’s agreement to meet all of RTC’s requirements for obtaining such agreement.
Qualifications

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

Encroachment Permits

96. 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

97. 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 other PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery in accordance with all applicable state and federal laws and regulations and RTC approves a plan for its removal or protection.

Disclosures

98. PARTIES will hold all preliminary drafts of 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.

99. 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.

100. 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**

101. 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.

102. 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.

103. 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.

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

105. RTC, independent of the PROJECT, is responsible for any HM-1 found within the existing RAIL LINE right-of-way. RTC will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

106. RTC will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing RAIL LINE right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

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

108. The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing RAIL LINE 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.

109. The IMPLEMENTING AGENCY that disturbs HM-2 material is responsible for HM-2 MANAGEMENT during performance of that WORK.

110. The cost of HM-2 MANAGEMENT for HM-2 found within the PROJECT limits will be paid from funds designated for the WORK necessary to complete the PROJECT COMPONENT that disturbs the HM-2 hazardous material.
111. RTC’s acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with direction provided by RTC’s Executive Director.

**Claims**

112. PARTIES will confer on any claim that may affect the WORK or PARTIES’ liability or responsibility under this AGREEMENT.

113. Any claims that pertain to RTC’s real property and appurtenances may only be compromised, settled, or litigated with RTC’s participation and consent. For claims that do not pertain to RTC’s real property or appurtenances, a PARTY may settle such a claim without RTC consent, so long as the PARTY (i) confers with RTC in advance of the settlement, (ii) the settlement results in a full and complete release at no cost to RTC, and (iii) the settlement does not impose any immediate or ongoing obligations on RTC.

**Accounting and Audits**

114. 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.

115. 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.

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

117. PARTIES will retain all WORK-related records for three (3) years after the CLOSEOUT STATEMENT Exhibit C.

118. PARTIES will require that any consultants hired to participate in the WORK will comply with GAAP.

119. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.
120. RTC, COUNTY, or any other funding agency, including its consultants or agents, shall have access to all WORK-related records of each PARTY for audit, examination, excerpt, or transcription.

121. 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.

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

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

124. 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.

125. 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.

126. 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 2020 Caltrans Local Assistance Procedures Manual, Chapter 10.

127. The auditors of the State of California or the Taxpayer Oversight Committee for Measure D may examine all records relative to the goods, services, equipment, materials, supplies or other assistance provided to PARTIES for the PROJECT. The PARTIES agree to allow the auditor(s) and Taxpayer Oversight Committee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, PARTIES agree to include a similar right to the State auditor(s) and Taxpayer Oversight Committee to audit records and interview staff in any contract related to performance of this AGREEMENT.
**Interruption of Work**

128. If WORK stops for any reason, and the WORK could impair the safety or operation of the RAIL LINE, IMPLEMENTING AGENCY for the relevant PROJECT COMPONENT will place the RAIL LINE right-of-way in a safe and operable condition acceptable to RTC.

129. 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, Judgments and Settlements**

130. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds identified in the Exhibit B: Funding Summary in this AGREEMENT. In the event that the funds identified in the Exhibit B: Funding Summary in this AGREEMENT are insufficient to cover the costs of awards, judgments, or settlements generated by the WORK, then the SPONSOR will be responsible for obtaining additional funds to cover the amount in excess. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT. In the event that identified in the Exhibit B: Funding Summary in this AGREEMENT are insufficient to cover the cost of legal challenges, then the SPONSOR will be responsible for obtaining additional funds to cover the amount in excess.

131. 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.

**Environmental Compliance**

132. 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

Independent Agreement

133. 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.

Integration

134. This AGREEMENT is the final expression of the agreement between the PARTIES related to the WORK, and shall supersede any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT shall take precedence over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

Severability

135. If any term, provision, covenant or restriction of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Amendment

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

Closure Statement

137. PARTIES agree to sign the CLOSURE STATEMENT, Exhibit C, 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.
**Governing Law; Venue**

138. In the event of a dispute between the PARTIES to this AGREEMENT regarding or related to the terms and provisions contained herein, the PARTIES mutually agree that the sole venue for any such dispute shall be the Superior Court of the County of Santa Cruz, and that the terms and provisions of this AGREEMENT shall be interpreted under the laws of the State of California.

**Indemnification**

139. Neither RTC 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 COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless RTC 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 COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

140. Neither COUNTY 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 RTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RTC under this AGREEMENT. It is understood and agreed that RTC, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY 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 RTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

**Non-parties**

141. 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.
142. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without the approval of the other PARTY formalized in a written amendment to this AGREEMENT.

Ambiguity and Performance

143. PARTIES will not interpret any ambiguity contained in this AGREEMENT against PARTIES. PARTIES waive the provisions of California Civil Code, Section 1654.

144. A waiver of a PARTY’s performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

145. A delay or omission by a PARTY to exercise a right or power due to a default shall not negate that PARTY’s ability to use of that right or power in the future.

Defaults

146. 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 the dispute resolution procedure described herein.

Term

147. This AGREEMENT will begin on the EFFECTIVE DATE and remain in effect until the Work has been completed and a CLOSURE STATEMENT has been executed.

Termination

148. Notwithstanding any other provision of this AGREEMENT, this AGREEMENT may be terminated prior to completion of the Work in accordance with the provisions below:

- **Termination for Convenience.**
  This AGREEMENT may be terminated by any PARTY for any reason, provided that the terminating PARTY gives not less than thirty (30) calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate.

- **Termination for Cause.**
  If a PARTY fails to cure a breach of material term of this AGREEMENT within ten (10) days’ notice by the non-breaching PARTY, then the non-breaching PARTY may immediately terminate or suspend this AGREEMENT for cause.
• **Condition of Right of Way Upon Termination**

If this AGREEMENT is terminated prior to completion of the WORK, then the IMPLEMENTING AGENCY engaged in PROJECT WORK in the right-of-way at the time of termination will be responsible for restoring the PROJECT right-of-way to a safe and operable condition acceptable to RTC.

**Dispute Resolution**

149. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the RTC Executive Director and the Director of Public Works, or Deputy Chief Administrative Officer of COUNTY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, the PARTIES will engage in non-binding mediation, using a mediator mutually acceptable to both PARTIES. PARTIES agree to participate in mediation in good faith and the costs of mediation will be apportioned equally between them.

150. Neither the dispute nor the mediation process shall relieve 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.

151. 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.

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

**Attorneys’ Fees**

153. If a PARTY to this AGREEMENT brings any action, including arbitration or an action for declaratory relief, to enforce or interpret a provision of this AGREEMENT 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.
Independent Agencies

154. PARTIES to this AGREEMENT are independent agencies. Nothing in this AGREEMENT shall be interpreted to render any employees of RTC to be employees of COUNTY nor be interpreted to render any employees of COUNTY to be employees of RTC.

Prevailing Wage

155. 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.

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

157. 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.

158. 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.
Notice

RTC

Grace Blakeslee, Regional Project Manager
1523 Pacific Avenue
Santa Cruz, CA 95060-3911
Office Phone: 831.460.3219
Email: gblakeslee@sccrtc.org

County of Santa Cruz

Robert Tidmore, Project Manager
701 Ocean Street
Santa Cruz, CA 95060
Office Phone: 831.454.2340
Email: Robert.Tidmore@santacruzcounty.us
**SIGNATURES**

PARTIES are empowered 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 or electronic signature. This AGREEMENT is not fully executed until all original signatures or electronic signatures are attached.

<table>
<thead>
<tr>
<th>COUNTY OF SANTA CRUZ</th>
<th>SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Matt Machado</td>
<td>Name: Guy Preston</td>
</tr>
<tr>
<td>Title: Deputy CAO/Director of Public Works</td>
<td>Title: Executive Director</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td><strong>APPROVED AS TO FORM:</strong></td>
<td><strong>APPROVED AS TO FORM:</strong></td>
</tr>
<tr>
<td>Name: Justin Graham</td>
<td>Name: Steve Mattas</td>
</tr>
<tr>
<td>Title: Assistant County Counsel</td>
<td>Title: General Counsel to SCCRTC</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Approved as to Risk:</td>
<td></td>
</tr>
<tr>
<td>Name: Enrique Sahagun</td>
<td></td>
</tr>
<tr>
<td>Title: Risk Manager</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT A - PROJECT DESCRIPTION

This project will develop the project approval and environmental review (PA&ED), plans, specification, and estimate (PS&E), and right-of-way (ROW) pre-construction phases for Segments 10 and 11 of the Monterey Bay Sanctuary Scenic Trail (MBSST). These segments were defined in the MBSST Network Master Plan and are located within unincorporated Santa Cruz County and the City of Capitola between the intersection of State Park Drive on the east and 17th Avenue in Live Oak on the west (Milepost 13.17 to 17.87). The Capitola Trestle (Milepost 15.87-16.0) and a 0.5 to 0.7-mile (3,580 LF) section from the end of Segment 10 to Monterey Avenue are not part of this project and will be developed independently. The project will construct approximately 4.0 miles of paved multiuse bicycle/pedestrian trail within the SCCRTC-owned Santa Cruz Branch Rail Line (SCBRL) right-of-way.

Segment 10: Live Oak – Jade Street Park

Segment 10 of the Coastal Rail Trail extends one-and-a-half (1.50) miles and begins at the inland side of 17th Avenue intersection and extends down the coast through Live Oak and past Jade Street Park, ending at 47th Avenue in Capitola. Approximately one (1) mile of rail track will need to be moved to accommodate the two-way trail along this segment due to the fact that a section of the right-of-way from the 17th Avenue at-grade crossing heading down the coast is only thirty to thirty-four- (30 to 34-) feet wide. In addition, the project alignment should plan for a rail sidetrack to be located between 41st and 47th Avenues if RTC decides to pursue passenger rail service. Right-of-way encroachment by several adjacent property owners will have to be mitigated. To relocate the tracks, coordination will be needed with the party/parties responsible for the SCBRL, as well as state and federal regulatory agencies, as needed. A rail track realignment plan will be needed and it will include an assessment of the trail alignment. The proposed alignment will also include a pre-fabricated bike/pedestrian bridge over Rodeo Gulch Creek on the inland side of the rail trestle bridge. This narrow right-of-way scenario continues down the coast one-and-a-quarter (1 1/4) miles to Jade Street Park at 47th Avenue in the City of Capitola.

At the project team’s discretion, Segment 10 may be extended south of 47th Avenue by a maximum of 0.25 miles to near the intersection with Opal Street.

Segment 10 proposed improvements include:

- 1.50-1.75 miles (7,940-9,190 LF) multi-use paved path (Class I) along the rail right-of-way
- Relocation of approximately 1.0 mile (5,280 LF) of rail track and signal arm assemblies
- One (1) pre-fabricated bike/pedestrian bridge crossing at Rodeo Gulch Creek two hundred-(200-) foot span
- Four (4) non-signalized street crossings (17th Avenue, 30th Avenue, 38th Avenue, 41st Avenue), possibly including a fifth at 47th Avenue.
- One (1) at-grade rail crossing at 47th Avenue if Segment 10 is extended beyond 47th Avenue.
- Fencing may be considered when project is implemented
Figure 4.27 Segment 10 proposed trail alignment
**Segment 11: Capitola – Seacliff**

*Boundary Determination*

Segment 11 begins at the inland side of the Monterey Avenue intersection and extends down the coast two-and-a-half (2.50) miles (13,300 LF) to State Park Drive. The MBSST Master Plan originally showed Segment 11 starting at the end of Segment 10 at 47th Avenue. However, the project team may choose to extend Segment 10 south of 47th Avenue up to 0.25 miles, and this 0.5 to 0.7-mile (3,580 LF) section from the end of Segment 10 to Monterey Avenue (including the Capitola Trestle) will be developed independently.

*Description*

Segment 11 is characterized by its proximity to the coastal edge and access to natural resources. A prefabricated bridge will be needed to cross over the state beach parking lot access road as the train tracks curve down the coast through the state beach property. A prefabricated trail bridge will be needed across Borregas Creek close to the state beach boundary. The proposed trail will remain on the coastal side of the tracks all the way through the state beach to the existing at-grade crossing of Estates Drive. From Estates Drive down the coast, the rail right-of-way narrows as it parallels Poplar Street. The rail corridor along the length of Poplar Street to Mar Vista Drive is just thirty-four- (34-) feet wide. The trail will be forced between a narrow landscape buffer along Poplar Street and the railroad corridor. The trail alignment will continue down the coastal side of the tracks, after crossing the Mar Vista Drive intersection using the existing crosswalks. The existing crosswalks, and possibly the roadway intersection corners, will need to be modified to provide a safe crossing for bicyclists and pedestrians. The rail corridor is flanked by residential housing on both sides all the way to the State Park Drive at-grade crossing.

This segment was modified from its original description in the MBSST and does not include the section from 47th Avenue to Monterey Avenue. This section of the original segment includes the rail trestle crossing of Soquel Creek in the historic district of the City of Capitola. This crossing will be one of the most challenging sections of the trail to implement. Measure D-Rail Corridor Program funds have been programmed for a feasibility study to be completed subsequent to the adoption of the Transit Corridor Alternatives Analysis (TCAA).
Segment 11 proposed facilities include:

- 2.50 miles (13,300 LF) multi-use paved path (Class I) along the rail right-of-way
- Bike and pedestrian facilities to be included in any design plans for new rail bridge replacement of the Soquel Creek rail crossing
- Two (2) prefabricated bike/pedestrian bridges (one [1] at New Brighton State Beach parking lot and one [1] at Borregas Creek)
- Three (3) at-grade street crossings (New Brighton Road, Estates Drive, Mar Vista Drive)
- One (1) private at-grade street crossing (Grove Lane)
- One (1) rail crossing at Mar Vista Drive.
- Fencing may be considered when project is implemented
Figure 4-29 Segment 11 proposed trail alignment
## EXHIBIT B - FUNDING & SPENDING SUMMARY

### FUNDING SUMMARY

(funding in thousands)

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Funding Partner</th>
<th>Funding Type</th>
<th>PAED</th>
<th>PS&amp;E</th>
<th>ROW SUP</th>
<th>ROW CAP</th>
<th>Total Funding Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC</td>
<td>RTC</td>
<td>Measure D -</td>
<td>$1,600</td>
<td>$2,000</td>
<td>$200</td>
<td>$200</td>
<td>$4,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Active Transportation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotals by Component</td>
<td>$1,600</td>
<td>$2,000</td>
<td>$200</td>
<td>$200</td>
<td>$4,000</td>
</tr>
</tbody>
</table>

### SPENDING SUMMARY

(Spending in thousands)

<table>
<thead>
<tr>
<th>Description</th>
<th>Work Partner assigned by Scope Summary</th>
<th>Measures D - Active Transportation</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>PA&amp;ED</td>
<td>COUNTY</td>
<td>$1,600</td>
<td>$1,600</td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>COUNTY</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>ROW SUP</td>
<td>COUNTY</td>
<td>$200</td>
<td>$200</td>
</tr>
<tr>
<td>ROW CAP</td>
<td>COUNTY</td>
<td>$200</td>
<td>$200</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$4,000</td>
<td>$4,000</td>
</tr>
</tbody>
</table>
EXHIBIT C - 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 RTC accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the RTC Director of Budget and Finance verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the RTC Executive Director 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 __________ and any amendments to the agreement. The final signature date on this document terminates agreement __________ except survival articles. All survival articles in agreement __________ 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.

______________________________
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Guy Preston
Executive Director

______________________________
COUNTY OF SANTA CRUZ

Matt Machado
Deputy CAO/Director of Public Works
3530466.1

______________________________
Date
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of June 4, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE
A COOPERATIVE AGREEMENT WITH THE CITY OF SANTA CRUZ
FOR WORK ASSOCIATED WITH THE DEVELOPMENT OF THE MONTEREY BAY SCENIC
SANCTUARY TRAIL (MBSST) SEGMENT 8 & 9

WHEREAS, the Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line (Branch Line) in October 2012 for preservation, continuation of freight and recreational rail service, implementation of additional recreational rail service, potential future passenger rail service and construction of a bicycle and pedestrian trail;

WHEREAS, the RTC is charged with implementing the Santa Cruz County portion of the 2-county Monterey Bay Sanctuary Scenic Trail (MBSST) Network and the RTC adopted an award-winning MBSST Master Plan that defines the alignment and development of the Santa Cruz County’s 50-mile bicycle and pedestrian trail system, and certified a programmatic Environmental Impact Report in November 2013;

WHEREAS, the spine of the trail will be built within or adjacent to the 32-mile RTC-owned railroad right-of-way from Davenport to Pajaro;

WHEREAS, the MBSST is separated into 20 segments for planning and project delivery purposes with 16 of these segments along the rail right-of-way;

WHEREAS, Segments 8 & 9 of the MBSST are located with the City of Santa Cruz and the County of Santa Cruz;

WHEREAS, the City of Santa Cruz will be the project sponsor for work associated with Segment 8 & 9 as defined in the draft Cooperative Agreement;

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

The Executive Director is authorized to finalize negotiations and enter into a cooperative agreement with the City of Santa Cruz for work associated with the development of the Monterey Bay Scenic Sanctuary Trail (MBSST) Segment 8 & 9 subject to approval as to form by RTC legal counsel.

AYES: COMMISSIONERS

NOES: COMMISSIONERS
ABSTAIN: COMMISSIONERS

ATTEST: ____________________________

Bruce McPherson, Chair

___________________________

Guy Preston, Secretary

Exhibit A: Draft Cooperative Agreement for Monterey Bay Scenic Sanctuary Trail (MBSST) Segments 8 & 9

Distribution: RTC Fiscal
            RTC Project Manager
            City of Santa Cruz

s:\rtc\tc2020\tc0620\consent agenda\mbsst coops\att-1-coopmbsst-scocity-res.docx
- DRAFT -

REGIONAL MONTEREY BAY SANCTUARY SCENIC TRAIL
COOPERATIVE AGREEMENT

This AGREEMENT, effective on _________________________, (EFFECTIVE DATE) is between the Santa Cruz County Regional Transportation Commission, referred to as RTC, and City of Santa Cruz, a political subdivision of the State of California, referred to hereinafter as CITY. RTC and CITY may be referred to herein as PARTY or PARTIES collectively.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for work on the Santa Cruz Branch Rail Line, hereinafter as RAIL LINE.

2. For the purpose of this AGREEMENT, the project described in the Project Description Exhibit A to this AGREEMENT, will be referred to hereinafter as PROJECT.

3. RTC purchased from Union Pacific Railroad and now owns that certain real property identified as RAIL LINE right-of-way for preservation, continuation of freight and recreational rail service, implementation of additional recreational rail service, potential future passenger rail service and construction of a bicycle and pedestrian trail.

4. RTC secured the services of St. Paul & Pacific Railroad, LLC (RAILWAY) for the purpose of maintaining and providing recreational and freight rail services on a FREIGHT EASEMENT of 10 feet from the centerline of any track on the RAIL LINE and entered into an Administration, Coordination and License Agreement (ACL) with RAILWAY, and the ACL is incorporated herein by this reference dated July 16, 2018.

5. All references to the ACL herein shall refer to the most current ACL and amendments available at the time of the design and approval of the PROJECT.

6. RTC produced and adopted the Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan, as revised on February 6, 2014, and certified the MBSST Network Master Plan Final Environmental Impact Report (EIR) on November 7, 2013, which includes construction of a multi-use trail along the RAIL LINE right-of-way and is incorporated herein by this reference; and the MBSST Network Master Plan identifies design standards and guidelines.

7. All references to the MBSST Network Master Plan herein shall refer to the most current MBSST Network Master Plan and amendments available at the time of the design and approval of the PROJECT.
8. RTC has entered into a Remedial Action Agreement (RAA) for the RAIL LINE right-of-way with the County of Santa Cruz Environmental Health Division (CSCEHD) which assigns CSCEHD the role as regulatory oversight agency for characterization and potential remedial action under Sections 101480 through 101490 of the California Health and Safety Code, and the RAA is incorporated by this reference dated June 13, 2017.

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

- PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
- PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
- RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the California Department of Transportation (CALTRANS) Workplan Standards Guide Version 12.5 dated March 2020 as a distinct group of activities/products in the project planning and development process. The Workplan Standards Guide shall be used as a guide for the activities contemplated under this AGREEMENT. RTC may, in its sole discretion, waive the completion of certain activities listed in the Guide when PROJECT circumstances warrant it. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

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

- No prior work has been completed on this PROJECT.

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

   RESPONSIBILITIES

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

13. Project Description

14. PARTIES agree that for the purpose of this AGREEMENT, the details of the PROJECT are documented in the Project Description Exhibit A to this AGREEMENT.
15. PARTIES will amend this AGREEMENT by updating and replacing the Project Description, in its entirety, each time any details of the Project Description change. Project Description replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Project Description supersedes any previous Project Description created for this AGREEMENT.

Sponsorship

16. 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.

17. PROJECT changes shall be approved by RTC as the owner/operator of the RAIL LINE right-of-way.

18. CITY is SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

19. 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.

- CITY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY. PA&ED includes the completion of the Final Environmental Document (documenting the project alternative selection).

- CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY. PS&E includes the development of the plans, specifications, and estimate, including those needed for off-site environmental mitigation; and, obtaining any resource agency permits.

- CITY is the RIGHT-OF-WAY IMPLEMENTING AGENCY. RIGHT-OF-WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the preparation of utility agreements and notice(s) to owners to relocate; the acquisition of right-of-way interests, including those needed for off-site environmental mitigation; 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, which includes the PROJECT cost of utility relocations and off-site environmental mitigation (RIGHT-OF-WAY Capital) and the cost of the staff work in support of the capital cost (RIGHT-OF-WAY Support).
20. Any PARTY responsible for completing WORK will invite the other PARTY to participate in the selection of any consultant proposed to perform WORK on the PROJECT. RTC reserves explicit authority to administratively approve or reject proposed consultants.

21. Any PARTY employing consultants, contractors and subcontractors to perform WORK shall require consultants, contractors and subcontractors to defend and indemnify the other PARTY, RAILWAY, and each of their respective officials, officers, employees and agents, from any claims demands and liability arising from such work to the fullest extent allowed by applicable law.

22. Any PARTY employing engineering firms to prepare plans, specifications, and estimates will ensure that the firms will not be employed by or under a contract for the construction of the PROJECT. However, an engineering firm may be retained during construction to check shop drawings, do soil foundation tests, test construction materials and perform construction surveys.

23. 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 WORK that may occur during the construction component of the PROJECT.

**RTC’s Oversight**

24. RTC will provide oversight to ensure that CITY’s WORK is in accordance with applicable standards, including but not limited to the MBSST Network Master Plan. RTC oversight does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK. RTC’s review and approval of the WORK as consistent with applicable standards shall not waive any claims or exonerate any contractor or subcontractor from liability for any defects in completion of any WORK component or in the design thereof whether patent or latent.

25. When RTC performs oversight, it does so for its own benefit. No one can assign liability to RTC due to its oversight.

26. RTC, as the owner/operator of the RAIL LINE right-of-way, will approve WORK products outputs in accordance with RTC’s policies and guidance and as indicated in this AGREEMENT. If RTC agreements, policies or guidance that pertain to the WORK are updated or amended while this AGREEMENT is effective, RTC shall provide current policy or guidance document to CITY.

27. CITY will provide WORK related products and supporting documentation upon RTC’s request for the purpose of RTC oversight.
CEQA/NEPA Lead Agency

28. CITY is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT.

29. CALTRANS is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

30. 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.

31. 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.

Project Approval and Environmental Document (PA&ED)

32. As the PA&ED IMPLEMENTING AGENCY, CITY 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.

33. RTC will be responsible for completing the following PA&ED activities:

<table>
<thead>
<tr>
<th>PA&amp;ED Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>

34. CITY will notify RTC and CSCEHD (i) of any planned activity within the RAIL LINE right-of-way that will result in soil disturbance, and (ii) that CITY is responsible for CSCEHD oversight cost as specified in the RAA during PA&ED.
35. The 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.

36. CITY will provide written notice of the initiation of environmental studies to the NEPA Lead Agency prior to completing any other PA&ED work.

California Environmental Quality Act (CEQA)

37. Environmental documentation will be prepared in compliance with all applicable provisions of California Public Resources Code §21000 et seq.

38. In consultation with RTC, the CEQA Lead Agency will determine the type of CEQA documentation required for the PROJECT. The CEQA Lead Agency will cause that documentation to be prepared in accordance with CEQA requirements.

39. The 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.

40. 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.

41. CITY will submit CEQA-related public notices to RTC for review, comment, and approval prior to publication and circulation.

42. CITY will submit all CEQA-related public meeting materials to RTC for review, comment, and approval at least ten (10) working days prior to the applicable public meeting date.

43. If CITY makes any changes to public meeting materials that were previously provided to RTC, then CITY will allow RTC to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.

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

45. 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.
46. 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.

47. The CEQA Lead Agency shall maintain final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

48. In consultation with CITY and RTC, the Lead Agency will determine the type of NEPA documentation. The NEPA Lead Agency will cause that documentation to be prepared in accordance with NEPA requirements.

49. The NEPA Lead Agency 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.

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

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

52. Any PARTY involved in the preparation of NEPA documentation will follow Federal Highway Administration (FHWA) and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook and the CALTRANS Standard Environmental Reference.

53. 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 the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to public availability. 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 applicable public meeting date.
54. If a PARTY who is not the NEPA Lead Agency holds a NEPA 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.

55. CITY will prepare, publicize, and circulate all NEPA-related public notices, including Federal Register notices. CITY will submit all notices to the NEPA Lead Agency and RTC for review, comment, and approval prior to publication and circulation.

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

57. CITY will submit all NEPA-related public meeting materials to the NEPA Lead Agency and RTC for review, comment, and approval at least ten (10) working days prior to the applicable public meeting date.

58. 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.

59. 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.

60. The NEPA Lead Agency shall maintain final editorial control with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

61. CITY 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.

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

62. As the PS&E IMPLEMENTING AGENCY, CITY, 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.

63. RTC will be responsible for completing the following PS&E activities:
<table>
<thead>
<tr>
<th>PS&amp;E Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
<tr>
<td>Boundary Survey</td>
<td>No</td>
</tr>
</tbody>
</table>

64. CITY will notify RTC and CSCEHD (i) of any planned activity within the RAIL LINE right-of-way that will result in soil disturbance, and (ii) that CITY is responsible for CSCEHD oversight cost as specified in the RAA during PS&E.

65. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT.

66. All arrangements for the protection, relocation, or removal of all conflicting utility facilities will be addressed in the PROJECT plans, specifications, and estimate.

67. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the RAIL LINE right-of-way in accordance with federal and California laws and regulations, and RTC’s policies, procedures, standards, practices, and applicable agreements.

68. CITY will prepare Third-Party Encroachment Conflict Maps identifying the removal of any existing third party (non-utility) encroachments that conflict with construction of the PROJECT.

69. RTC will make all necessary arrangements with property owners for the timely removal of any encroachment that conflicts with the construction of the PROJECT prior to the preparation of PS&E. All third-party encroachment conflicts (non-utility) not otherwise resolved will be addressed in the PROJECT plans, specifications, and estimate.

70. CITY will be the applicant for all applicable California Public Utility Commission (CPUC) approvals.

71. CITY will prepare and transmit regulatory permit applications. CITY will provide a copy of all permit applications at least 10-days in advance of transmittal for RTC’s review and concurrence. All permit conditions will be addressed in the PROJECT plans, specifications and estimate.
**RIGHT-OF-WAY**

72. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY 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.

73. RTC will be responsible for completing the following RIGHT-OF-WAY activities:

<table>
<thead>
<tr>
<th>RIGHT-OF-WAY Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>

74. CITY 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.

75. CITY will provide RTC a copy of utility conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for RTC’s concurrence prior to RTC issuing the notices to owner and executing any utility agreements.

76. All utility conflicts will be fully addressed prior to Right-of-Way Certification.

77. CITY will provide RTC a copy of Third-Party Encroachment Conflict Maps for RTC’s concurrence. RTC will issue the Notices to Owner. RTC will make all necessary arrangements with third-party property owners (non-utility) for the timely removal of any encroachment that conflicts with the construction of the PROJECT.

78. All encroachments will be fully identified prior to Right-of-Way Certification.

79. A Maintenance Agreement must be executed prior to Right-of-Way Certification, unless PARTIES mutually agree to other arrangements in writing.

80. CITY will engage or 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 responsible surveyor.

81. When RIGHT-OF-WAY is funded with State or Federal funds the acquisition of right-of-way will not occur prior to the approval of the environmental document.
82. The RTC Board is responsible for hearing and adopting Resolutions of Necessity for acquisitions of right-of-way.

83. If CITY acquires any right-of-way to be incorporated into the RAIL LINE right-of-way, CITY will acquire in RTC’s name.

84. Title to the RAIL LINE right-of-way will ultimately be vested in the name of RTC. RTC’s acceptance of title will occur after the Right-of-Way Closeout activities, as identified in the CALTRANS Workplan Standards Guide, are complete.

85. CITY will submit a draft Right-of-Way Certification to RTC six (6) weeks prior to scheduled Right-of-Way Certification milestone date for review.

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

87. RTC’s acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance by RTC, CITY will provide RTC with a Policy of Title Insurance in RTC’s name.

88. Right-of-way conveyances from third parties must be completed prior to completion of the WORK unless PARTIES mutually agree to other arrangements in writing.

**Funding**

89. The WORK does not use RTC administered regional Measure D funds. PARTIES will amend this AGREEMENT should this condition change.

90. 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.

**Invoicing and Payment**

91. No invoicing or reimbursement will occur for any PROJECT COMPONENT covered by this AGREEMENT.
Schedule

92. 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.

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

Measure D Requirements

94. CITY shall, by December 31st of each year, submit to RTC separate independently audited financial statements for the prior fiscal year ending June 30 of Measure D funds received and used. The RTC may consider extensions of the due date on a case-by-case basis. The audit, which shall be made available to the public, shall report on evidence that the expenditure of funds is in accordance with the Expenditure Plan adopted by the voters. The RTC will prepare a publicly available annual report on past and upcoming activities and publish an annual financial statement on the RTC website.

95. CITY shall actively conduct public outreach, in partnership with RTC and/or its advisory committees, as a means of ensuring that the public has the ability to access information about which projects and programs are funded with Measure D funds.

96. CITY shall, by December 31st of each year, submit to RTC an annual report (covering the prior fiscal year) regarding programs and projects on which CITY expended Measure D funds. The CITY board shall annually adopt the annual report, after holding a public hearing. The annual report shall include 1) a five-year program of projects including information about each of the projects to be funded with Measure D revenues. CITY shall submit the program of projects to the RTC in a format that can be easily understood by members of the public; and 2) Description of expenditures of Measure Revenues from the most recently completed fiscal year. Some agencies may adopt the five-year program of projects as part of their annual budget, capital improvement programs, or other process earlier in the year, but must submit the list no later than December 31.

97. CITY shall document expenditure activities and report on the performance of Measure D funded activities through the annual report process, or through other RTC performance and reporting processes as they may be requested, including but not limited to the annual Five-Year Program of Projects, planning and monitoring reports. The RTC shall utilize information from CITY on expenditures to prepare a comprehensive report to the public on the expenditure of Measure D revenues.
98. CITY shall install or mount signage adjacent to Measure D funded construction projects, so Santa Cruz County taxpayers are informed as to how CITY is using Measure D funds. See separate “Measure D: Sign Specifications” for additional signage guidance.

99. CITY shall provide current and accurate information on CITY’s website, to inform the public about how CITY plans to use and is using Measure D funds. CITY shall notify RTC staff once the draft 5-year program of projects is available for public review and at least two weeks in advance of the anticipated date of the public hearing and board action on the annual 5-Year Program of Projects.

100. Pursuant to California Public Utilities Code Section 180001(e), CITY shall use Measure D funds to supplement and not replace existing local revenues used for transportation purposes. Measure D revenues also shall not be used to replace revenues used for existing agency indirect costs or overhead. As set forth in the Measure D Ordinance: Existing funds, revenues and other resources being used for transportation purposes include but are not limited to federal and state funding, the collection of traffic impact mitigation fees, other local impact fees, and dedications of property. The funds generated by the Transportation Tax shall not be used to replace existing transportation funding or to replace requirements for new development to provide for its own transportation needs. The entities receiving Measure D Revenues shall maintain their existing commitment of discretionary local transportation-related expenditures for transportation purposes pursuant to the ordinance, and the RTC shall enforce this requirement by appropriate actions, including fiscal audits of the local agencies. CITY shall report on their compliance in the annual guidance.

Additional Provisions

Standards

101. PARTIES will comply with all applicable federal and California laws, regulations, and standards during the performance of the WORK; FHWA standards (when federal funds are used); CALTRANS standards (based on AASHTO standards); AREMA Standards for railroad facilities or facilities affecting railroads; and, RTC Standards. RTC Standards are:

- Monterey Bay Sanctuary Scenic Trail Network 2013 Master Plan
- Sanctuary Scenic Trail Standards Manual - Signs and Exhibits Specifications adopted in 2013

RTC shall provide CITY with all applicable documents constituting RTC Standards applicable to performance of the WORK during the Term of this AGREEMENT.
Right of Entry Agreement(s)

102. CITY is responsible for obtaining a right of entry agreement from the RAILWAY prior to entering the RAIL LINE right-of-way to perform the PROJECT WORK.

103. RTC shall grant CITY, its agents, consultants, and contractors a right of entry agreement(s) to enter the RAIL LINE, upon CITY’s agreement to meet all of RTC’s requirements for obtaining such agreement.

Qualifications

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

Encroachment Permits

105. 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

106. 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 other PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery in accordance with all applicable state and federal laws and regulations and RTC approves a plan for its removal or protection.

Disclosures

107. PARTIES will hold all preliminary drafts of 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.

108. 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.
109. 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**

110. 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.

111. 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.

112. 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.

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

114. RTC, independent of the PROJECT, is responsible for any HM-1 found within the existing RAIL LINE right-of-way. RTC will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

115. RTC will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing RAIL LINE right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

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

117. The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing RAIL LINE 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.

118. The IMPLEMENTING AGENCY that disturbs HM-2 material is responsible for HM-2 MANAGEMENT during the performance of that work.
119. The cost of HM-2 MANAGEMENT for HM-2 found within the PROJECT limits will be paid from funds designated for the WORK necessary to complete the PROJECT COMPONENT that disturbs the HM-2 hazardous material.

120. RTC’s acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with direction provided by RTC’s Executive Director.

**Claims**

121. PARTIES will confer on any claim that may affect the WORK or PARTIES’ liability or responsibility under this AGREEMENT.

122. Any claims that pertain to RTC’s real property and appurtenances may only be compromised, settled, or litigated with RTC’s participation and consent. For claims that do not pertain to RTC’s real property or appurtenances, a PARTY may settle such a claim without RTC consent, so long as the PARTY (i) confers with RTC in advance of the settlement, (ii) the settlement results in a full and complete release at no cost to RTC, and (iii) the settlement does not impose any immediate or ongoing obligations on RTC.

**Accounting and Audits**

123. 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.

124. 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.

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

126. PARTIES will retain all WORK-related records for three (3) years after the CLOSEOUT STATEMENT Exhibit B.

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

129. RTC, CITY, or any other funding agency, including its consultants or agents, shall have access to all WORK-related records of each PARTY for audit, examination, excerpt, or transcription.

130. 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.

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

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

133. 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.

134. 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.

135. 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 2020 Caltrans Local Assistance Procedures Manual, Chapter 10.

136. The auditors of the State of California or the Taxpayer Oversight Committee for Measure D may examine all records relative to the goods, services, equipment, materials, supplies or other assistance provided to PARTIES for the PROJECT. The PARTIES agree to allow the auditor(s) and Taxpayer Oversight Committee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, PARTIES agree to include a similar right to the State auditor(s) and Taxpayer Oversight Committee to audit records and interview staff in any contract related to performance of this AGREEMENT.
**Interruption of Work**

137. If WORK stops for any reason, and the WORK could impair the safety or operation of the RAIL LINE, IMPLEMENTING AGENCY for the relevant PROJECT COMPONENT will place the RAIL LINE right-of-way in a safe and operable condition acceptable to RTC.

138. 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**

139. The SPONSOR will be responsible for obtaining funds to cover the costs of awards, judgements, settlements, and legal challenges to the environmental process or documentation that may be generated by the WORK.

140. 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.

**Environmental Compliance**

141. 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**

**Independent Agreement**

142. 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.

**Integration**

143. This AGREEMENT is the final expression of the agreement between the PARTIES related to the WORK, and shall supersede any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT shall take precedence over any conflicting requirements in any documents that are made an express part of this AGREEMENT.
Severability

144. If any term, provision, covenant or restriction of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Amendment

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

Closure Statement

146. PARTIES agree to sign the CLOSURE STATEMENT, Exhibit B, 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.

Governing Law; Venue

147. In the event of a dispute between the PARTIES to this AGREEMENT regarding or related to the terms and provisions contained herein, the PARTIES mutually agree that the sole venue for any such dispute shall be the Superior Court of the County of Santa Cruz, and that the terms and provisions of this AGREEMENT shall be interpreted under the laws of the State of California.

148. Neither RTC 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 CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless RTC 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 CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
149. Neither CITY 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 RTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RTC under this AGREEMENT. It is understood and agreed that RTC, to the extent permitted by law, will defend, indemnify, and save harmless CITY 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 RTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

150. 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.

151. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without the approval of the other PARTY formalized in a written amendment to this AGREEMENT.

Ambiguity and Performance

152. PARTIES will not interpret any ambiguity contained in this AGREEMENT against PARTIES. PARTIES waive the provisions of California Civil Code, Section 1654.

153. A waiver of a PARTY’s performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

154. A delay or omission by a PARTY to exercise a right or power due to a default shall not negate that PARTY’s ability to use of that right or power in the future.

Defaults

155. 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 the dispute resolution procedure described herein.
Term

156. This AGREEMENT will begin on the EFFECTIVE DATE and remain in effect until the Work has been completed and a CLOSURE STATEMENT has been executed.

Termination

157. Notwithstanding any other provision of this AGREEMENT, this AGREEMENT may be terminated prior to completion of the Work in accordance with the provisions below:

- **Termination for Convenience.**
  
  This AGREEMENT may be terminated by any PARTY for any reason, provided that the terminating PARTY gives not less than thirty (30) calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate.

- **Termination for Cause.**
  
  If a PARTY fails to cure a breach of material term of this AGREEMENT within ten (10) days’ notice by the non-breaching PARTY, then the non-breaching PARTY may immediately terminate or suspend this AGREEMENT for cause.

- **Condition of Right-of-Way Upon Termination**
  
  If this AGREEMENT is terminated prior to completion of the WORK, then the IMPLEMENTING AGENCY engaged in PROJECT WORK in the right-of-way at the time of termination will be responsible for restoring the PROJECT right-of-way to a safe and operable condition acceptable to RTC.

Dispute Resolution

158. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the RTC Executive Director and the Director of Public Works of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, the PARTIES will engage in non-binding mediation, using a mediator mutually acceptable to both PARTIES. PARTIES agree to participate in mediation in good faith and the costs of mediation will be apportioned equally between them.

159. Neither the dispute nor the mediation process shall relieve 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.
160. 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.

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

**Attorneys’ Fees**

162. If a PARTY to this AGREEMENT brings any action, including arbitration or an action for declaratory relief, to enforce or interpret a provision of this AGREEMENT 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.

**Independent Agencies**

163. PARTIES to this AGREEMENT are independent agencies. Nothing in this AGREEMENT shall be interpreted to render or employees of RTC to be employees or CITY nor be interpreted to render employees CITY to be employees of RTC.

**Prevailing Wage**

164. 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.

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

166. 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.

167. 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.
Notice

RTC

Grace Blakeslee, Regional Project Manager
1523 Pacific Avenue
Santa Cruz, CA 95060-3911
Office Phone: 831.460.3219
Email: gblakeslee@sccrtc.org

CITY

Nathan Nguyen, Project Manager
City of Santa Cruz Public Works Department,
809 Center Street, Room 201
Santa Cruz, CA 95060
Office Phone: 831.420.5188
Email: nnguyen@cityofsantacruz.com
SIGNATURES

PARTIES are empowered 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 or electronic signature. This AGREEMENT is not fully executed until all original signatures or electronic signatures are attached.

<table>
<thead>
<tr>
<th>CITY OF SANTA CRUZ</th>
<th>SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Martin Bernal</td>
<td>Name: Guy Preston</td>
</tr>
<tr>
<td>Title: City Manager</td>
<td>Title: Executive Director</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

**APPROVED AS TO FORM:**

<table>
<thead>
<tr>
<th>CITY OF SANTA CRUZ</th>
<th>SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Office of the City Attorney</td>
<td>Name: Steve Mattas</td>
</tr>
<tr>
<td>Title: Office of the City Attorney</td>
<td>Title: General Counsel to SCCRTC</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

**APPROVED AS TO RISK:**

<table>
<thead>
<tr>
<th>CITY OF SANTA CRUZ</th>
<th>SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: [Insert]</td>
<td>Name: Yesenia Parra</td>
</tr>
<tr>
<td>Title: [Insert]</td>
<td>Title: Administrative Services Officer</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
EXHIBIT A - PROJECT DESCRIPTION

This project will develop the project approval and environmental review (PA&ED), plans, specifications, and estimate (PS&E), and right-of-way (ROW) pre-construction phases for Segments 8 (partial) and 9 of the Monterey Bay Sanctuary Scenic Trail (MBSST). These segments were defined in the MBSST Network Master Plan and are located within the City of Santa Cruz and unincorporated Santa Cruz County and will connect to Pacific Avenue to the north (adjacent to the Wharf roundabout) and 17th Avenue to the south. The project will construct approximately two-and-a-half- (2.5-) miles of paved multiuse bicycle/pedestrian trail within the RTC-owned Santa Cruz Branch Rail Line (SCBRL) right-of-way. These segments are proposed on both the coastal and inland sides of SCBRL tracks and runs through commercial, residential, coastal, and park zones. The railroad tracks are considered active. There is an ongoing study being conducted by the RTC to assess the feasibility of providing public mass transit service in the future.

Segment 8
Segment 8 extends from Beach Street and the Pacific Street intersection to the San Lorenzo River Railroad Bridge. This existing segment of the trail alignment consists of a two-way cycle track, which follows the coastal side of Beach Street to the San Lorenzo River Rail Bridge. The San Lorenzo River Rail Bridge pedestrian access was improved by the City of Santa Cruz in 2019 to provide a 10ft bicycle and pedestrian path. Segment 8 was modified from its description in the MBSST to not include the San Lorenzo River railroad trestle bridge.

- 0.77 miles (4,070 LF) existing Class II bike lanes

Segment 9
Segment 9 extends 1.5 miles and begins at the eastern side of the San Lorenzo River Trestle and continues down the coast on the inland side of the tracks to 7th Avenue. At 7th Avenue the trail switches from the inland side of the tracks to the coastal side of the rail tracks. A new trail bridge will be needed to cross the Woods Lagoon (the Santa Cruz small craft harbor). After the harbor crossing the trail will continue to Schwan Lagoon. A new trail bridge will be needed running parallel to the rail bridge at upper Schwan Lagoon, as will a smaller trail bridge (or large culvert) crossing at a drainage between Live Oak and El Dorado Avenues. A new bike and pedestrian at-grade crossing is proposed adjacent to the Simpkins Family Swim Center parking lot to access El Dorado Avenue on the inland side of the tracks. The trail will parallel the Simpkins Family Swim Center to 17th Avenue.

Segment 9 proposed improvements include:

- 1.53 miles (8,100 LF) multi-use paved path (Class I)
- 0.20 miles (1,040 LF) on-street facilities (Segments 9A and 9B)
• One (1) new bike/pedestrian bridge crossing over the harbor
• One (1) new bike/pedestrian bridge crossing Upper Schwan Lagoon
• One (1) new bike/pedestrian bridge crossing (rail culvert crossing) near El Dorado Avenue
• Four (4) road crossings (Mott Avenue, Seabright Avenue, 7th Avenue)
• Two (2) rail crossings (trail spur at El Dorado Avenue, 7th Avenue)
• Fencing may be considered when project is implemented

Segment 8 Map
Segment 9 Map
EXHIBIT B - 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 RTC accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the RTC Director of Budget and Finance verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the RTC Executive Director 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 ____________ and any amendments to the agreement. The final signature date on this document terminates Agreement ____________ except survival articles. All survival articles in Agreement ____________ 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.

________________________________________
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Guy Preston Date
Executive Director

________________________________________
CITY OF SANTA CRUZ

Martin Bernal Date
City Manager
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission on the date of June 4, 2020 on the motion of Commissioner duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A COOPERATIVE AGREEMENT WITH THE CITY OF CAPITOLA FOR WORK ASSOCIATED WITH THE DEVELOPMENT OF THE MONTEREY BAY SCENIC SANCTUARY TRAIL (MBSST) SEGMENT 11C/UPPER PACIFIC COVE PARKING LOT PEDESTRIAN TRAIL

WHEREAS, the Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line (Branch Line) in October 2012 for preservation, continuation of freight and recreational rail service, implementation of additional recreational rail service, potential future passenger rail service and construction of a bicycle and pedestrian trail;

WHEREAS, the RTC is charged with implementing the Santa Cruz County portion of the 2-county Monterey Bay Sanctuary Scenic Trail (MBSST) Network and the RTC adopted an award-winning MBSST Master Plan that defines the alignment and development of the Santa Cruz County’s 50-mile bicycle and pedestrian trail system, and certified a programmatic Environmental Impact Report in November 2013;

WHEREAS, the spine of the trail will be built within or adjacent to the 32-mile RTC-owned railroad right-of-way from Davenport to Pajaro;

WHEREAS, the MBSST is separated into 20 segments for planning and project delivery purposes with 16 of these segments along the rail right-of-way;

WHEREAS, the Upper Pacific Cove Parking Lot Pedestrian Trail project, which includes a portion of Segment 11 of the MBSST, is located within the City of Capitola;

WHEREAS, the City of Capitola will be the project sponsor for work associated with the Upper Pacific Cove Parking Lot Pedestrian Trail project as defined in the draft Cooperative Agreement;

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

The Executive Director is authorized to finalize negotiations and enter into a cooperative agreement with the City of Capitola for work associated with the development of the Monterey Bay Scenic Sanctuary Trail (MBSST) Segment 11C/UPPER PACIFIC COVE PARKING LOT PEDESTRIAN TRAIL, subject to approval as to form by RTC legal counsel.

AYES: COMMISSIONERS

NOES: COMMISSIONERS
ABSTAIN:  COMMISSIONERS

ATTEST:

______________________________________________  ____________________________
Bruce McPherson, Chair  Guy Preston, Secretary

Exhibit A:  Draft Cooperative Agreement for Monterey Bay Scenic Sanctuary Trail (MBSST) for
Upper Pacific Cove Parking Lot Pedestrian Trail

Distribution:  RTC Fiscal
RTC Project Manager
City of Capitola

s:\rtc\tc2020\tc0620\consent agenda\mbsst coops\att-1-coopmbsst-capitola-res.docx
REGIONAL MONTEREY BAY SANCTUARY SCENIC TRAIL
COOPERATIVE AGREEMENT

CAPITOLA TRAIL (UPPER PACIFIC COVE PARKING LOT PEDESTRIAN TRAIL)

This AGREEMENT, effective on _________________________, (EFFECTIVE DATE) is between the Santa Cruz County Regional Transportation Commission, referred to as RTC, and the city of Capitola, a political subdivision of the State of California, referred to hereinafter as CITY. RTC and CITY may be referred to herein as PARTY or PARTIES collectively.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for work on the Santa Cruz Branch Rail Line, hereinafter as RAIL LINE.

2. For the purpose of this AGREEMENT, the project described in the Project Description, Exhibit A to this AGREEMENT, will be referred to hereinafter as PROJECT.

3. RTC purchased from Union Pacific Railroad and now owns that certain real property identified as RAIL LINE right-of-way for preservation, continuation of freight and recreational rail service, implementation of additional recreational rail service, potential future passenger rail service and construction of a bicycle and pedestrian trail.

4. RTC secured the services of St. Paul & Pacific Railroad, LLC (RAILWAY) for the purpose of maintaining and providing recreational and freight rail services on a FREIGHT EASEMENT of 10 feet from the centerline of any track on the RAIL LINE and entered into an Administration, Coordination and License Agreement (ACL) with RAILWAY, and the ACL is incorporated herein by this reference dated July 16, 2018.

5. All references to the ACL herein shall refer to the most current ACL and amendments available at the time of the design and approval of the PROJECT.

6. RTC produced and adopted the Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan, as revised on February 6, 2014, and certified the MBSST Network Master Plan Final Environmental Impact Report (EIR) on November 7, 2013, which includes construction of a multi-use trail along the RAIL LINE right-of-way and is incorporated herein by this reference; and the MBSST Network Master Plan identifies design standards and guidelines.
7. All references to the MBSST Network Master Plan herein shall refer to the most current MBSST Network Master Plan and amendments available at the time of the design and approval of the PROJECT.

8. RTC has entered into a Remedial Action Agreement (RAA) for the RAIL LINE right-of-way with the County of Santa Cruz Environmental Health Division (CSCEHD) which assigns CSCEHD the role as regulatory oversight agency for characterization and potential remedial action under Sections 101480 through 101490 of the California Health and Safety Code, and the RAA is incorporated by this reference dated June 13, 2017.

9. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT[S] will be referred to hereinafter as WORK:
   - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
   - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
   - RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the California Department of Transportation (CALTRANS) Workplan Standards Guide Version 12.5 dated March 2020 as a distinct group of activities/products in the project planning and development process. The Workplan Standards Guide shall be used as a guide for the activities contemplated under this AGREEMENT. RTC may, in its sole discretion, waive the completion of certain activities listed in the Guide when PROJECT circumstances warrant it. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

10. The following work associated with this PROJECT has been completed or is in progress:
   - GO 88-B Authorization to Alter Highway-Rail Crossing at Monterey Avenue, October 19, 2017
   - Environmental review

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

12. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.
**Project Description**

13. PARTIES agree that for the purpose of this AGREEMENT, the details of the PROJECT are documented in the Project Description, Exhibit A to this AGREEMENT.

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

**Sponsorship**

15. 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.

16. PROJECT changes shall be approved by RTC as the owner/operator of the RAIL LINE right-of-way.

17. CITY is SPONSOR for the WORK in this AGREEMENT.

**Implementing Agency**

18. 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.

- CITY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY. PA&ED includes the completion of the Final Environmental Document (documenting the project alternative selection)

- CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY. PS&E includes the development of the plans, specifications, and estimate, including those needed for off-site environmental mitigation; and obtaining any resource agency permits.
CITY is the RIGHT OF WAY IMPLEMENTING AGENCY. RIGHT-OF-WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the preparation of utility agreements and notice(s) to owners to relocate; the acquisition of right-of-way interests, including those needed for off-site environmental mitigation; and post-construction work such as right-of-way monumentation/recording, relinquishments/vacations, and excess land transactions. The RIGHT-OF-WAY component budget identifies the cost of the capital costs of right-of-way acquisition, which includes the PROJECT cost of utility relocations and off-site environmental mitigation (RIGHT-OF-WAY Capital) and the cost of the staff work in support of the capital cost (RIGHT-OF-WAY Support).

19. Any PARTY responsible for completing WORK will invite the other PARTY to participate in the selection of any consultant proposed to perform WORK on the PROJECT. RTC reserves explicit authority to administratively approve or reject proposed consultants.

20. Any PARTY employing consultants, contractors and subcontractors to perform WORK shall require consultants, contractors and subcontractors to defend and indemnify the other PARTY, RAILWAY, and each of their respective officials, officers, employees and agents, from any claims, demands and liability arising from such work to the fullest extent allowed by applicable law.

21. Any PARTY employing engineering firms to prepare plans, specifications, and estimates will ensure that the firms will not be employed by or under a contract for the construction of the PROJECT. However, an engineering firm may be retained during construction to check shop drawings, do soil foundation tests, test construction materials and perform construction surveys.

22. 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 WORK that may occur during the construction component of the PROJECT.
RTC’s Oversight

23. RTC will provide oversight to ensure that CITY’S WORK is in accordance with applicable standards, including but not limited to the MBSST Network Master Plan. RTC oversight does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK. RTC’s review and approval of the WORK as consistent with applicable standards shall not waive any claims or exonerate any contractor or subcontractor from liability for any defects in completion of any WORK component or in the design thereof whether patent or latent.

24. When RTC performs oversight, it does so for its own benefit. No one can assign liability to RTC due to its oversight.

25. RTC, as the owner/operator of the RAIL LINE right-of-way, will approve WORK outputs in accordance with RTC’s policies and guidance and as indicated in this AGREEMENT. If RTC agreements, policies, or guidance that pertain to the WORK are updated or amended while this AGREEMENT is effective, RTC shall provide current policy or guidance document to CITY.

26. CITY will provide WORK related products and supporting documentation upon RTC’s request for the purpose of RTC Oversight.

CEQA/NEPA Lead Agency

27. CITY is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT.

28. PARTIES have agreed not to seek a NEPA document. If this decision is changed, PARTIES agree to amend this AGREEMENT.

Environmental Permits, Approvals and Agreements

29. 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.

30. 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.
**Project Approval and Environmental Document (PA&ED)**

31. As the PA&ED IMPLEMENTING AGENCY, CITY 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.

32. RTC will be responsible for completing the following PA&ED activities:

<table>
<thead>
<tr>
<th>PA&amp;ED Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>

33. CITY will notify RTC and CSCEHD (i) of any planned activity within the RAIL LINE right-of-way that will result in soil disturbance, and (ii) that CITY is responsible for CSCEHD oversight cost as specified in the RAA during PA&ED.

34. The 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.

**California Environmental Quality Act (CEQA)**

35. Environmental documentation will be prepared in compliance with all applicable provisions of California Public Resources Code §21000 et seq.

36. In consultation with RTC, the CEQA Lead Agency will determine the type of CEQA documentation required for the PROJECT. The CEQA Lead Agency will cause that documentation to be prepared in accordance with CEQA requirements.

37. The 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.

38. 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.

39. CITY will submit CEQA-related public notices to RTC for review, comment, and approval prior to publication and circulation.
40. CITY will submit all CEQA-related public meeting materials to RTC for review, comment, and approval at least ten (10) working days prior to the applicable public meeting date.

41. If CITY makes any changes to public meeting materials that were previously provided to RTC, then CITY will allow RTC to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.

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

43. 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.

44. 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.

45. The CEQA Lead Agency shall maintain final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

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

46. As the PS&E IMPLEMENTING AGENCY, CITY 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.

47. RTC will be responsible for completing the following PS&E activities:

<table>
<thead>
<tr>
<th>PS&amp;E Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
<tr>
<td>Boundary Survey</td>
<td>No</td>
</tr>
</tbody>
</table>

48. CITY will notify RTC and CSCEHD (i) of any planned activity within the RAIL LINE right-of-way that will result in soil disturbance, and (ii) that CITY is responsible for CSCEHD oversight cost as specified in the RAA during PS&E.
49. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT.

50. All arrangements for the protection, relocation, or removal of all conflicting utility facilities will be addressed in the PROJECT plans, specifications, and estimate.

51. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the RAIL LINE right-of-way in accordance with federal and California laws and regulations, and RTC’s policies, procedures, standards, practices, and applicable agreements.

52. CITY will prepare Third-Party Encroachment Conflict Maps identifying the removal of any existing third party (non-utility) encroachments that conflict with construction of the PROJECT.

53. CITY will provide RTC a copy of Third Party Encroachment Conflict Maps for RTC’s concurrence prior to issuing the Notices to Owner. All third-party encroachment conflicts will be addressed in the PROJECT plans, specifications, and estimate.

54. CITY will be the applicant for all applicable California Public Utility Commission (CPUC) approvals.

55. CITY will prepare and transmit regulatory permit applications. CITY will provide a copy of all permit applications at least 10-days in advance of transmittal for RTC’s review and concurrence. All permit conditions will be addressed in the PROJECT plans, specifications and estimate.

**RIGHT-OF-WAY**

56. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY 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.

57. RTC will be responsible for completing the following RIGHT-OF-WAY activities:

<table>
<thead>
<tr>
<th>RIGHT-OF-WAY Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>
58. CITY 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.

59. CITY will provide RTC a copy of utility conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for RTC’s concurrence prior to RTC issuing the notices to owner and executing any utility agreements.

60. All utility conflicts will be fully addressed prior to Right-of-Way Certification.

61. CITY will provide RTC a copy of Third-Party Encroachment Conflict Maps for RTC’s concurrence. RTC will issue the Notices to Owner. RTC will make all necessary arrangements with property owners for the timely removal of any encroachment that conflicts with the construction of the PROJECT.

62. All encroachments will be fully identified prior to Right-of-Way Certification.

63. CITY will engage or 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 responsible surveyor.

64. When RIGHT-OF-WAY is funded with State or Federal funds the acquisition of right-of-way will not occur prior to the approval of the environmental document.

65. The RTC Board is responsible for hearing and adopting Resolutions of Necessity for acquisitions of right-of-way.

66. If CITY acquires any right-of-way to be incorporated into the RAIL LINE right-of-way, CITY will acquire in RTC’s name.

67. Title to the RAIL LINE right-of-way will ultimately be vested in the name of RTC. RTC’s acceptance of title will occur after the Right-of-Way Closeout activities, as identified in the CALTRANS Workplan Standards Guide, are complete.

68. CITY will submit a draft Right-of-Way Certification to RTC six (6) weeks prior to scheduled Right-of-Way Certification milestone date for review.

69. CITY will submit a final Right-of-Way Certification to RTC for approval prior to advertising the construction contract
70. Physical and legal possession of the right-of-way must be secured prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

71. RTC’s acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance by RTC, CITY will provide RTC with a Policy of Title Insurance in RTC’s name.

72. Right-of-way conveyances from third parties must be completed prior to completion of the WORK completion unless PARTIES mutually agree to other arrangements in writing.

73. A Maintenance Agreement must be executed prior to Right-of-Way Certification, unless PARTIES mutually agree to other arrangements in writing.

**Funding**

74. The WORK does not use RTC administered regional Measure D funds. PARTIES will amend this AGREEMENT should this condition change.

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

**Invoicing and Payment**

76. No invoicing or reimbursement will occur for any PROJECT COMPONENT covered by this AGREEMENT.

**Schedule**

77. 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.

78. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.
Additional Provisions

Standards

79. PARTIES will comply with all applicable federal and California laws, regulations, and standards during performance of the WORK; CALTRANS standards (based on AASHTO standards); AREMA Standards for railroad facilities or facilities affecting railroads; and, RTC Standards. RTC Standards are:

- Monterey Bay Sanctuary Scenic Trail Network 2013 Master Plan
- Sanctuary Scenic Trail Standards Manual - Signs and Exhibits Specifications adopted in 2013

RTC shall provide CITY with all applicable documents constituting RTC Standards applicable to performance of the WORK during the Term of this AGREEMENT.

Right of Entry Agreement(s)

80. CITY is responsible for obtaining a right of entry agreement from the RAILWAY prior to entering the RAIL LINE right-of-way to perform the PROJECT WORK.

81. RTC shall grant CITY, its agents, consultants, and contractors right of entry agreement(s) to enter the RAIL LINE right-of-way, upon CITY’s agreement to meet all of RTC’s requirements for obtaining such agreement(s).

Qualifications

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

Encroachments

83. 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

84. 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 other PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery in accordance with all applicable state and federal laws and regulations and RTC approves a plan for its removal or protection.

Disclosures

85. PARTIES will hold all preliminary drafts of 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.

86. 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.

87. 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

88. 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.

89. 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.

90. 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.

91. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
92. RTC, independent of the PROJECT, is responsible for any HM-1 found within the existing RAIL LINE right-of-way. RTC will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

93. RTC will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing RAIL LINE right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

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

95. The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing RAIL LINE 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.

96. The IMPLEMENTING AGENCY that disturbs HM-2 material is responsible for HM-2 MANAGEMENT during performance of that WORK.

97. The cost of HM-2 MANAGEMENT for HM-2 found within the PROJECT limits will be paid from funds designated for the WORK necessary to complete the PROJECT COMPONENT that disturbs the HM-2 hazardous material.

98. RTC’s acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with direction provided by RTC’s Executive Director.

Claims

99. PARTIES will confer on any claim that may affect the WORK or PARTIES’ liability or responsibility under this AGREEMENT.

100. Any claims that pertain to RTC’s real property and appurtenances may only be compromised, settled, or litigated with RTC’s participation and consent. For claims that do not pertain to RTC’s real property or appurtenances, a PARTY may settle such a claim without RTC consent, so long as the PARTY (i) confers with RTC in advance of the settlement, (ii) the settlement results in a full and complete release at no cost to RTC, and (iii) the settlement does not impose any immediate or ongoing obligations on RTC.
Accounting and Audits

101. 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.

102. 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.

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

104. PARTIES will retain all WORK-related records for three (3) years after the CLOSEOUT STATEMENT, Exhibit B.

105. PARTIES will require that any consultants hired to participate in the WORK will comply with GAAP.

106. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

107. RTC, CITY, or any other funding agency, including its consultants or agents, shall have access to all WORK-related records of each PARTY for audit, examination, excerpt, or transcription.

108. 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.

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

110. Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the audit findings.
111. 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.

112. 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.

113. 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 2020 Caltrans Local Assistance Procedures Manual, Chapter 10.

114. The auditors of the State of California or the Taxpayer Oversight Committee for Measure D may examine all records relative to the goods, services, equipment, materials, supplies or other assistance provided to PARTIES for the PROJECT. The PARTIES agree to allow the auditor(s) and Taxpayer Oversight Committee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, PARTIES agree to include a similar right to the State auditor(s) and Taxpayer Oversight Committee to audit records and interview staff in any contract related to performance of this AGREEMENT.

**Interruption of Work**

115. If WORK stops for any reason, and the WORK could impair the safety or operation of the RAIL LINE, IMPLEMENTING AGENCY for the relevant PROJECT COMPONENT will place the RAIL LINE right-of-way in a safe and operable condition acceptable to RTC.

116. 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**

117. The SPONSOR will be responsible for obtaining funds to cover the costs of awards, judgements, settlements, and legal challenges to the environmental process or documentation that may be generated by the WORK.

118. 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.
Environmental Compliance

119. 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

Independent Agreement

120. 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.

Integration

121. This AGREEMENT is the final expression of the agreement between the PARTIES related to the WORK, and shall supersede any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT shall take precedence over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

Severability

122. If any term, provision, covenant or restriction of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Amendment

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

Closure Statement

124. PARTIES agree to sign the CLOSURE STATEMENT, Exhibit B, 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.
Governing Law; Venue

125. In the event of a dispute between the PARTIES to this AGREEMENT regarding or related to the terms and provisions contained herein, the PARTIES mutually agree that the sole venue for any such dispute shall be the Superior Court of the County of Santa Cruz, and that the terms and provisions of this AGREEMENT shall be interpreted under the laws of the State of California.

Indemnification.

126. Neither RTC 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 CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless RTC 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 CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

127. Neither CITY 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 RTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RTC under this AGREEMENT. It is understood and agreed that RTC, to the extent permitted by law, will defend, indemnify, and save harmless CITY 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 RTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

128. 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.
129. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without the approval of the other PARTY formalized in a written amendment to this AGREEMENT.

**Ambiguity and Performance**

130. PARTIES will not interpret any ambiguity contained in this AGREEMENT against PARTIES. PARTIES waive the provisions of California Civil Code, Section 1654.

131. A waiver of a PARTY’s performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

132. A delay or omission by a PARTY to exercise a right or power due to a default shall not negate the PARTY’s ability to use that right or power in the future.

**Defaults**

133. 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 the dispute resolution procedure described herein.

**Term**

134. This AGREEMENT will begin on the EFFECTIVE DATE and remain in effect until the Work has been completed and a CLOSURE STATEMENT has been executed.

**Termination**

135. Notwithstanding any other provision of this AGREEMENT, this AGREEMENT may be terminated prior to completion of the Work in accordance with the provisions below:

a. *Termination for Convenience.*

   This AGREEMENT may be terminated by any PARTY for any reason, provided that the terminating PARTY gives not less than thirty (30) calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate.

b. *Termination for Cause.*
If a PARTY fails to cure a breach of material term of this AGREEMENT within ten (10) days’ notice by the non-breaching PARTY, then the non-breaching PARTY may immediately terminate or suspend this AGREEMENT for cause.

c.  Condition of Right of Way Upon Termination

If this AGREEMENT is terminated prior to completion of the WORK, then the IMPLEMENTING AGENCY engaged in PROJECT WORK in the right-of-way at the time of termination will be responsible for restoring the PROJECT right-of-way to a safe and operable condition acceptable to RTC.

Dispute Resolution

136. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the RTC Executive Director and the executive officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES’ legal counsel will engage in non-binding mediation, using a mediator mutually acceptable to both PARTIES. PARTIES agree to participate in mediation in good faith and the costs of mediation will be apportioned equally between them.

137. Neither the dispute nor the mediation process shall relieve 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.

138. 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.

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

Attorneys’ Fees

140. If a PARTY to this AGREEMENT brings any action, including arbitration or an action for declaratory relief, to enforce or interpret a provision of this AGREEMENT 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.
Independent Agencies

141. PARTIES to this AGREEMENT are independent agencies. Nothing in this AGREEMENT shall be interpreted to render any employees of RTC to be employees of CITY nor be interpreted to render any employees of CITY to be employees of RTC.

Prevailing Wage

142. 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.

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

144. 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.

145. 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.
Notice

RTC

Tommy Travers, Project Manager
1523 Pacific Avenue
Santa Cruz, CA 95060-3911
Office Phone: (831) 460-3200
Email: ttravers@sccrtc.org

CITY

Kailash Mozumder, Project Manager
420 Capitola Ave
Capitola, CA 95010
Office Phone: (831) 475-7300
Email: kmozumder@ci.capitola.ca.us
SIGNATURES

PARTIES are empowered 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 or electronic signature. This AGREEMENT is not fully executed until all original signatures or electronic signatures are attached.

<table>
<thead>
<tr>
<th>CITY OF CAPITOLA</th>
<th>SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name: Guy Preston</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Executive Director</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

**APPROVED AS TO FORM:**

| Name:            | Name: Steve Mattas                                   |
| Title:           | Title: General Counsel to SCCRTC                     |
| Date:            | Date:                                                |

**APPROVED AS TO RISK:**

| Name:            | Name: Yesenia Parra                                  |
| Title:           | Title: Administrative Services Officer               |
| Date:            | Date:                                                |
EXHIBIT A: PROJECT DESCRIPTION

This project will develop the project approval and environmental review (PA&ED), plans, specification, and estimate (PS&E), and right-of-way (ROW) phases for an approximate 100 LF of Segment 11 of the Monterey Bay Sanctuary Scenic Trail (MBSST) as well as an approximate 430-LF pedestrian path. Segment 11 was defined in the MBSST Network Master Plan and is located within unincorporated Santa Cruz County and the City of Capitola along the Santa Cruz Branch Rail Line (SCBRL).

Project proposed improvements:

- Approximately 100 feet of paved multiuse bicycle/pedestrian Class I trail extending west from the west side Monterey Avenue and located on the north side of the tracks
- Approximately 430 feet of paved pedestrian ADA trail continuing west from the west end of the multiuse trail to a point where it exits the SCBRL right-of-way to the north
- A modified grade crossing at Monterey Avenue including sidewalk and ramp improvements and a new multimodal crosswalk

The multiuse trail and crossing will follow the design guidelines of the MBSST Network Master Plan. The project will include fencing following the design guidelines of the MBSST Network Master Plan.

Proposed Trail Alignment Vicinity for Capitola Trail (Upper Pacific Cove Parking Lot Pedestrian Trail)
EXHIBIT B: 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 RTC accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the RTC Director of Budget and Finance verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the RTC Executive Director 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 ___________ and any amendments to the agreement. The final signature date on this document terminates agreement ___________ except survival articles. All survival articles in agreement ___________ 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.

______________________________

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Guy Preston
Executive Director

______________________________

CITY OF CAPITOLA

______________________________

Date

Name:
Title:

Date
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission on the date of June 4, 2020 on the motion of Commissioner duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE COOPERATIVE AGREEMENTS WITH THE CITY OF WATSONVILLE FOR WORK ASSOCIATED WITH THE DEVELOPMENT OF THE MONTEREY BAY SCENIC SANCTUARY TRAIL (MBSST) SEGMENT 18

WHEREAS, the Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line (Branch Line) in October 2012 for preservation, continuation of freight and recreational rail service, implementation of additional recreational rail service, potential future passenger rail service and construction of a bicycle and pedestrian trail;

WHEREAS, the RTC is charged with implementing the Santa Cruz County portion of the 2-county Monterey Bay Sanctuary Scenic Trail (MBSST) Network and the RTC adopted an award-winning MBSST Master Plan that defines the alignment and development of the Santa Cruz County’s 50-mile bicycle and pedestrian trail system, and certified a programmatic Environmental Impact Report in November 2013;

WHEREAS, the spine of the trail will be built within or adjacent to the 32-mile RTC-owned railroad right-of-way from Davenport to Pajaro;

WHEREAS, the MBSST is separated into 20 segments for planning and project delivery purposes with 16 of these segments along the rail right-of-way;

WHEREAS, the “Phase 1” portion of Segment 18 of the MBSST is located within the City of Watsonville;

WHEREAS, the City of Watsonville will be the project sponsor for work associated with the Segment 18 Phase 1 project as defined in the draft Cooperative Agreement;

WHEREAS, the “Phase 2” portions of Segment 18 of the MBSST are located within the City of Watsonville;

WHEREAS, the City of Watsonville will be the project sponsor for work associated with the Segment 18 Phase 2 project as defined in the draft Cooperative Agreement;

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

The Executive Director is authorized to finalize negotiations and enter into cooperative agreements with the City of Watsonville for work associated with the development of the Monterey Bay Scenic Sanctuary Trail (MBSST) Segment 18 Phase 1 & Phase 2, subject to approval as to form by RTC legal counsel.
AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ATTEST: ____________________________

Bruce McPherson, Chair

___________________________

Guy Preston, Secretary

Exhibit A: Draft Cooperative Agreement for Monterey Bay Scenic Sanctuary Trail (MBSST) Segment 18 Phase 1
Exhibit B: Draft Cooperative Agreement for Monterey Bay Scenic Sanctuary Trail (MBSST) Segment 18 Phase 2

Distribution: RTC Fiscal
RTC Project Manager
City of Watsonville

s:\rtc\tc2020\tc0620\consent agenda\mbsst coops\att-4-coopmbsst-watsonville-res.docx
REGIONAL MONTEREY BAY SANCTUARY SCENIC TRAIL
COOPERATIVE AGREEMENT

SEGMENT 18 PHASE 1

This AGREEMENT, effective on _________________________, (EFFECTIVE DATE) is between the Santa Cruz County Regional Transportation Commission, referred to as RTC, and the city of Watsonville, a political subdivision of the State of California, referred to hereinafter as CITY. RTC and CITY may be referred to herein as PARTY or PARTIES collectively.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for work on the Santa Cruz Branch Rail Line, hereinafter as RAIL LINE.

2. For the purpose of this AGREEMENT, the project described in the Project Description, Exhibit A to this AGREEMENT, will be referred to hereinafter as PROJECT.

3. RTC purchased from Union Pacific Railroad and now owns that certain real property identified as RAIL LINE right-of-way for preservation, continuation of freight and recreational rail service, implementation of additional recreational rail service, potential future passenger rail service and construction of a bicycle and pedestrian trail.

4. RTC secured the services of St. Paul & Pacific Railroad, LLC (RAILWAY) for the purpose of maintaining and providing recreational and freight rail services on a FREIGHT EASEMENT of 10 feet from the centerline of any track on the RAIL LINE and entered into an Administration, Coordination and License Agreement (ACL) with RAILWAY, and the ACL is incorporated herein by this reference dated July 16, 2018.

5. All references to the ACL herein shall refer to the most current ACL and amendments available at the time of the design and approval of the PROJECT.

6. RTC produced and adopted the Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan, as revised on February 6, 2014, and certified the MBSST Network Master Plan Final Environmental Impact Report (EIR) on November 7, 2013, which includes construction of a multi-use trail along the RAIL LINE right-of-way and is incorporated herein by this reference; and the MBSST Network Master Plan identifies design standards and guidelines.
7. All references to the MBSST Network Master Plan herein shall refer to the most current MBSST Network Master Plan and amendments available at the time of the design and approval of the PROJECT.

8. RTC has entered into a Remedial Action Agreement (RAA) for the RAIL LINE right-of-way with the County of Santa Cruz Environmental Health Division (CSCEHD) which assigns CSCEHD the role as regulatory oversight agency for characterization and potential remedial action under Sections 101480 through 101490 of the California Health and Safety Code, and the RAA is incorporated by this reference dated June 13, 2017.

9. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT[S] will be referred to hereinafter as WORK:
   - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
   - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
   - RIGHT-OF-WAY
   - CONSTRUCTION

Each PROJECT COMPONENT is defined in the California Department of Transportation (CALTRANS) Workplan Standards Guide Version 12.5 dated March 2020 as a distinct group of activities/products in the project planning and development process. The Workplan Standards Guide shall be used as a guide for the activities contemplated under this AGREEMENT. RTC may, in its sole discretion, waive the completion of certain activities listed in the Guide when PROJECT circumstances warrant it. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

10. The following work associated with this PROJECT has been completed or is in progress:
   - Second Addendum to the MBSST Network Master Plan Final Environmental Impact Report, October 13, 2015
   - Construction Plans, Segment 18 – Ohlone Parkway to Watsonville Slough Trail Trailhead, October 22, 2019
   - Third Addendum to the MBSST Network Master Plan Final Environmental Impact Report, April 2020

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

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

Project Description

13. PARTIES agree that for the purpose of this AGREEMENT, the details of the PROJECT are documented in the Project Description, Exhibit A to this AGREEMENT.

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

Sponsorship

15. 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.

16. PROJECT changes shall be approved by RTC as the owner/operator of the RAIL LINE right-of-way.

17. CITY is SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

18. 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.

- CITY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY. PA&ED includes the completion of the Final Environmental Document (documenting the project alternative selection)

- CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY. PS&E includes the development of the plans, specifications, and estimate, including those needed for off-site environmental mitigation; and obtaining any resource agency permits
- **CITY** is the **RIGHT-OF-WAY IMPLEMENTING AGENCY.** RIGHT-OF-WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the preparation of utility agreements and notice(s) to owners to relocate; the acquisition of right-of-way interests, including those needed for off-site environmental mitigation; 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, which includes the PROJECT cost of utility relocations and off-site environmental mitigation (RIGHT-OF-WAY Capital) and the cost of the staff work in support of the capital cost (RIGHT-OF-WAY Support).

- **CITY** is the **CONSTRUCTION IMPLEMENTING AGENCY.** CONSTRUCTION includes the advertisement/award of the construction contract, construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT)

19. Any PARTY responsible for completing WORK will invite the other PARTY to participate in the selection of any consultant proposed to perform WORK on the PROJECT. RTC reserves explicit authority to administratively approve or reject proposed consultants.

20. Any PARTY employing consultants, contractors and subcontractors to perform WORK shall require consultants, contractors and subcontractors to defend and indemnify the other PARTY, RAILWAY, and each of their respective officials, officers, employees and agents, from any claims demands and liability arising from such work to the fullest extent allowed by applicable law.

21. Any PARTY employing engineering firms to prepare plans, specifications, and estimates will ensure that the firms will not be employed by or under a contract for the construction of the PROJECT. However, an engineering firm may be retained during construction to check shop drawings, do soil foundation tests, test construction materials and perform construction surveys.

22. 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 WORK that may occur during the construction component of the PROJECT.

7-109
RTC’s Oversight

23. RTC will provide oversight to ensure that CITY’S WORK is in accordance with the applicable standards, including but not limited to the MBSST Network Master Plan. RTC oversight does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK. RTC’s review and approval of the WORK as consistent with applicable standards shall not waive any claims or exonerate any contractor or subcontractor from liability for any defects in completion of any WORK component or in the design thereof whether patent or latent.

24. When RTC performs oversight, it does so for its own benefit. No one can assign liability to RTC due to its oversight.

25. RTC, as the owner/operator of the RAIL LINE right-of-way, will approve WORK outputs in accordance with RTC’s policies and guidance and as indicated in this AGREEMENT. If RTC agreements, policies, or guidance that pertain to the WORK are updated or amended while this AGREEMENT is effective, RTC shall provide current policy or guidance document to CITY.

26. CITY will provide WORK related products and supporting documentation upon RTC’s request for the purpose of RTC Oversight.

CEQA/NEPA Lead Agency

27. CITY is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT.

28. PARTIES have agreed not to seek a NEPA document. If this decision is changed, PARTIES agree to amend AGREEMENT.

Environmental Permits, Approvals and Agreements

29. 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.

30. 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.
Project Approval and Environmental Document (PA&ED)

31. As the PA&ED IMPLEMENTING AGENCY, CITY 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.

32. RTC will be responsible for completing the following PA&ED activities:

<table>
<thead>
<tr>
<th>PA&amp;ED Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>

33. CITY will notify RTC CSCEHD (i) of any planned activity within the RAIL LINE right-of-way that will result in soil disturbance, and (ii) that CITY is responsible for CSCEHD oversight cost as specified in the RAA during PA&ED.

34. 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.

California Environmental Quality Act (CEQA)

35. Environmental documentation will be prepared in compliance with all applicable provisions of California Public Resources Code §21000 et seq.

36. In consultation with RTC, the CEQA Lead Agency will determine the type of CEQA documentation required for the PROJECT. The CEQA Lead Agency will cause that documentation to be prepared in accordance with CEQA requirements.

37. The 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.

38. 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.

39. CITY will submit CEQA-related public notices to RTC for review, comment, and approval prior to publication and circulation.
40. CITY will submit all CEQA-related public meeting materials to RTC for review, comment, and approval at least ten (10) working days prior to the applicable public meeting date.

41. If CITY makes any changes to public meeting materials that were previously provided to RTC, then CITY will allow RTC to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.

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

43. 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.

44. 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.

45. The CEQA Lead Agency shall maintain final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

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

46. As the PS&E IMPLEMENTING AGENCY, CITY, 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.

47. RTC will be responsible for completing the following PS&E activities:

<table>
<thead>
<tr>
<th>PS&amp;E Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>

48. CITY will notify RTC and CSCEHD (i) of any planned activity within the RAIL LINE right-of-way that will result in soil disturbance, and (ii) that CITY is responsible for CSCEHD oversight cost as specified in the RAA during PS&E.
49. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT.

50. All arrangements for the protection, relocation, or removal of all conflicting utility facilities will be addressed in the PROJECT plans, specifications, and estimate.

51. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the RAIL LINE right-of-way in accordance with federal and California laws and regulations, and RTC’s policies, procedures, standards, practices, and applicable agreements.

52. CITY will prepare Third Party Encroachment Conflict Maps identifying the removal of any existing third party (non-utility) encroachments that conflict with construction of the PROJECT.

53. CITY will provide RTC a copy of Third Party Encroachment Conflict Maps for RTC’s concurrence prior to issuing the Notices to Owner. All third-party encroachment conflicts will be addressed in the PROJECT plans, specifications, and estimate.

54. CITY will be the applicant for all applicable California Public Utility Commission (CPUC) approvals.

55. CITY will prepare and transmit regulatory permit applications. CITY will provide a copy of all permit applications at least 10-days in advance of transmittal for RTC’s review and concurrence. All permit conditions will be addressed in the PROJECT plans, specifications, and estimate.

RIGHT-OF-WAY

56. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY 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.

57. RTC will be responsible for completing the following RIGHT-OF-WAY activities:

<table>
<thead>
<tr>
<th>RIGHT-OF-WAY Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>

7-113
SCCRTC – Watsonville Segment 18 Phase 1 Cooperative Agreement
58. CITY 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.

59. CITY will provide RTC a copy of utility conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for RTC’s concurrence prior to RTC issuing the notices to owner and executing any utility agreements.

60. All utility conflicts will be fully addressed prior to Right-of-Way Certification.

61. CITY will provide RTC a copy of Third-Party Encroachment Conflict Maps for RTC’s concurrence. RTC will issue the Notices to Owner. RTC will make all necessary arrangements with property owners for the timely removal of any encroachment that conflict with the construction of the PROJECT.

62. All encroachments will be fully identified prior to Right-of-Way Certification.

63. CITY will engage or 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 responsible surveyor.

64. When RIGHT-OF-WAY is funded with State or Federal funds the acquisition of right-of-way will not occur prior to the approval of the environmental document.

65. The RTC Board is responsible for hearing and adopting Resolutions of Necessity for acquisitions of right-of-way.

66. If CITY acquires any right-of-way to be incorporated into the RAIL LINE right-of-way, CITY will acquire in RTC’s name.

67. Title to the RAIL LINE right-of-way will ultimately be vested in the name of RTC. RTC’s acceptance of title will occur after the Right-of-Way Closeout activities, as identified in the CALTRANS Workplan Standards Guide, are complete.

68. CITY will submit a draft Right-of-Way Certification to RTC six (6) weeks prior to scheduled Right-of-Way Certification milestone date for review.

69. CITY will submit a final Right-of-Way Certification to RTC for approval prior to advertising the construction contract.

70. Physical and legal possession of the right-of-way must be secured prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
71. RTC’s acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance by RTC, CITY will provide RTC with a Policy of Title Insurance in RTC’s name.

72. Right-of-way conveyances from third parties must be completed prior to completion of the WORK completion unless PARTIES mutually agree to other arrangements in writing.

73. CITY and RTC will execute a maintenance agreement as soon as practicable.

**CONSTRUCTION**

74. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

75. RTC will be responsible for completing the following CONSTRUCTION activities:

<table>
<thead>
<tr>
<th>CONSTRUCTION Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>

76. 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.

77. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.

78. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

79. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) working days, the IMPLEMENTING AGENCY will not award the construction contract.
80. CITY will notify RTC and CSCEHD of any planned activity within the RAIL LINE right-of-way that will result in soil disturbance and that CITY is responsible for CSCEHD oversight cost as specified in the RAA during CONSTRUCTION.

81. CITY will implement changes to the construction contract through Change Orders.

82. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the MBSST within RAIL LINE right-of-way as part of WORK become the property of RTC.

83. RTC will not accept ownership or title to any materials or equipment constructed or installed outside RAIL LINE right-of-way.

**Funding**

84. The WORK does not use RTC administered regional Measure D funds. PARTIES will amend this AGREEMENT should this condition change.

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

**Invoicing and Payment**

86. No invoicing or reimbursement will occur for any PROJECT COMPONENT covered by this AGREEMENT.

**Schedule**

87. 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.

88. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.
Additional Provisions

Standards

89. PARTIES will comply with federal and California laws, regulations, and standards; FHWA standards during performance of the WORK; CALTRANS standards (based on AASHTO standards); AREMA Standards for railroad facilities or facilities affecting railroads; and, RTC Standards. RTC Standards are:

- Monterey Bay Sanctuary Scenic Trail Network 2013 Master Plan
- Sanctuary Scenic Trail Standards Manual - Signs and Exhibits Specifications adopted in 2013

RTC shall provide CITY with all applicable documents constituting RTC Standards applicable to performance of the WORK during the Term of this AGREEMENT.

Right of Entry Agreement(s)

90. CITY is responsible for obtaining a right of entry agreement from the RAILWAY prior to entering the RAIL LINE right-of-way to perform the PROJECT WORK.

91. RTC shall grant CITY, its agents, consultants, and contractors right of entry agreement(s) to enter the RAIL LINE right-of-way, upon CITY’s agreement to meet all of RTC’s requirements for obtaining such agreement(s).

Qualifications

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

Encroachments

93. 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

94. 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 other PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery in accordance with all applicable state and federal laws and regulations and RTC approves a plan for its removal or protection.

Disclosures

95. PARTIES will hold all preliminary drafts of 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.

96. 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.

97. 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

98. 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.

99. 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.

100. 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.

101. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
102. RTC, independent of the PROJECT, is responsible for any HM-1 found within the existing RAIL LINE right-of-way. RTC will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

103. RTC will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing RAIL LINE right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

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

105. The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing RAIL LINE 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.

106. The IMPLEMENTING AGENCY that disturbs HM-2 material is responsible for HM-2 MANAGEMENT during performance of that WORK.

107. The cost of HM-2 MANAGEMENT for HM-2 found within the PROJECT limits will be paid from funds designated for the WORK necessary to complete the PROJECT COMPONENT that disturbs the HM-2 hazardous material.

108. RTC’s acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with direction provided by RTC’s Executive Director.

Claims

109. PARTIES will confer on any claim that may affect the WORK or PARTIES’ liability or responsibility under this AGREEMENT.

110. Any claims that pertain to RTC’s real property and appurtenances may only be compromised, settled, or litigated with RTC’s participation and consent. For claims that do not pertain to RTC’s real property or appurtenances, a PARTY may settle such a claim without RTC consent, so long as the PARTY (i) confers with RTC in advance of the settlement, (ii) the settlement results in a full and complete release at no cost to RTC, and (iii) the settlement does not impose any immediate or ongoing obligations on RTC.
**Accounting and Audits**

111. 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.

112. 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.

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

114. PARTIES will retain all WORK-related records for three (3) years after the CLOSEOUT STATEMENT, Exhibit B.

115. PARTIES will require that any consultants hired to participate in the WORK will comply with GAAP.

116. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

117. RTC, CITY, or any other funding agency, including its consultants or agents, shall have access to all WORK-related records of each PARTY for audit, examination, excerpt, or transcription.

118. 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.

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

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

121. 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.
122. 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.

123. 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 2020 Caltrans Local Assistance Procedures Manual, Chapter 10.

124. The auditors of the State of California or the Taxpayer Oversight Committee for Measure D may examine all records relative to the goods, services, equipment, materials, supplies or other assistance provided to PARTIES for the PROJECT. The PARTIES agree to allow the auditor(s) and Taxpayer Oversight Committee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, PARTIES agree to include a similar right to the State auditor(s) and Taxpayer Oversight Committee to audit records and interview staff in any contract related to performance of this AGREEMENT.

**Interruption of Work**

125. If WORK stops for any reason, and the WORK could impair the safety or operation of the RAIL LINE, IMPLEMENTING AGENCY for the relevant PROJECT COMPONENT will place the RAIL LINE right-of-way in a safe and operable condition acceptable to RTC.

126. 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**

127. The SPONSOR will be responsible for obtaining funds to cover the costs of awards, judgements, settlements, and legal challenges to the environmental process or documentation that may be generated by the WORK.

128. 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.
**Environmental Compliance**

129. 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**

**Independent Agreement**

130. 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.

**Integration**

131. This AGREEMENT is the final expression of the agreement between the PARTIES related to the WORK, and shall supersede any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT shall take precedence over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

**Severability**

132. If any term, provision, covenant or restriction of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Amendment**

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

**Closure Statement**

134. PARTIES agree to sign the CLOSURE STATEMENT, Exhibit B, 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.
**Governing Law; Venue**

135. In the event of a dispute between the PARTIES to this AGREEMENT regarding or related to the terms and provisions contained herein, the PARTIES mutually agree that the sole venue for any such dispute shall be the Superior Court of the County of Santa Cruz, and that the terms and provisions of this AGREEMENT shall be interpreted under the laws of the State of California.

**Indemnification**

136. Neither RTC 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 CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless RTC 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 CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

137. Neither CITY 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 RTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RTC under this AGREEMENT. It is understood and agreed that RTC, to the extent permitted by law, will defend, indemnify, and save harmless CITY 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 RTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

**Non-parties**

138. 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.
139. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without the approval of the other PARTY formalized in a written amendment to this AGREEMENT.

**Ambiguity and Performance**

140. PARTIES will not interpret any ambiguity contained in this AGREEMENT against PARTIES. PARTIES waive the provisions of California Civil Code, Section 1654.

141. A waiver of a PARTY’s performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

142. A delay or omission by a PARTY to exercise a right or power due to a default shall not negate the PARTY’s ability to use that right or power in the future.

**Defaults**

143. 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 the dispute resolution procedure described herein.

**Term**

144. This AGREEMENT will begin on the EFFECTIVE DATE and remain in effect until the Work has been completed and a CLOSURE STATEMENT has been executed.

**Termination**

145. Notwithstanding any other provision of this AGREEMENT, this AGREEMENT may be terminated prior to completion of the Work in accordance with the provisions below:

   a. *Termination for Convenience.*

      This AGREEMENT may be terminated by any PARTY for any reason, provided that the terminating PARTY gives not less than thirty (30) calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate.

   b. *Termination for Cause.*
If a PARTY fails to cure a breach of material term of this AGREEMENT within ten (10) days’ notice by the non-breaching PARTY, then the non-breaching PARTY may immediately terminate or suspend this AGREEMENT for cause.

c. **Condition of Right of Way Upon Termination**

If this AGREEMENT is terminated prior to completion of the WORK, then the IMPLEMENTING AGENCY engaged in PROJECT WORK in the right-of-way at the time of termination will be responsible for restoring the PROJECT right-of-way to a safe and operable condition acceptable to RTC.

**Dispute Resolution**

146. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the RTC Executive Director and the executive officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES’ legal counsel will engage in non-binding mediation, using a mediator mutually acceptable to both PARTIES. PARTIES agree to participate in mediation in good faith and the costs of mediation will be apportioned equally between them.

147. Neither the dispute nor the mediation process shall relieve 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.

148. 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.

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

**Attorneys’ Fees**

150. If a PARTY to this AGREEMENT brings any action, including arbitration or an action for declaratory relief, to enforce or interpret a provision of this AGREEMENT 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.
Independent Agencies

151. PARTIES to this AGREEMENT are independent agencies. Nothing in this AGREEMENT shall be interpreted to render any employees of RTC to be employees of CITY nor be interpreted to render any employees of CITY to be employees of RTC.

Prevailing Wage

152. 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.

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

154. 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.

155. 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.
Notice

RTC

Tommy Travers, Project Manager
1523 Pacific Avenue
Santa Cruz, CA 95060-3911
Office Phone: (831) 460-3200
Email: ttravers@sccrtc.org

CITY

Murray Fontes, Project Manager
250 Main Street
Watsonville, CA 95076
Office Phone: 831-768-3117
Email: murray.fontes@cityofwatsonville.org
SIGNATURES

PARTIES are empowered 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 or electronic signature. This AGREEMENT is not fully executed until all original signatures or electronic signatures are attached.

<table>
<thead>
<tr>
<th>CITY OF WATSONVILLE:</th>
<th>SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:</th>
</tr>
</thead>
</table>
| Name: Matthew D. Huffaker  
Title: City Manager  
Date: | Name: Guy Preston  
Title: Executive Director  
Date: |
| **APPROVED AS TO FORM:** | **APPROVED AS TO FORM:** |
| Name:  
Title:  
Date: | Name: Steve Mattas  
Title: General Counsel to SCCRTC  
Date: |
| **APPROVED AS TO RISK:** | **APPROVED AS TO RISK:** |
| Name:  
Title:  
Date: | Name: Yesenia Parra  
Title: Administrative Services Officer  
Date: |

7-128
SCCRTC – Watsonville Segment 18 Phase 1 Cooperative Agreement 23
**EXHIBIT A: PROJECT DESCRIPTION**

**Boundary:** Segment 18 Phase 1 starts at the east side of the Ohlone Parkway grade crossing in Watsonville and continues for approximately 1,600 linear feet to a point to the east near the existing Slough Trail.

**Description:** Segment 18 Phase 1 follows the rail right-of-way on the north side of the railroad tracks. The project includes a paved connection to the Slough Trail at the east end of the project. The trail is proposed to be a 12-foot-wide paved Class 1 multiuse facility and to follow the design guidelines of the Monterey Bay Sanctuary Scenic Trail Network Master Plan, including shoulders and a fence separating the trail from the railroad tracks.

**Proposed Trail Alignment Vicinity for Segment 18 Phase 1 Trail**
EXHIBIT B: 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 RTC accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the RTC Director of Budget and Finance verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the RTC Executive Director 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 ____________ and any amendments to the agreement. The final signature date on this document terminates agreement ____________ except survival articles. All survival articles in agreement ____________ 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.

__________________________  _______________________
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Guy Preston                Date
Executive Director

__________________________  _______________________
CITY OF WATSONVILLE

Matthew D. Huffaker            Date
City Manager
-DRAFT-

REGIONAL MONTEREY BAY SANCTUARY SCENIC TRAIL
COOPERATIVE AGREEMENT

SEGMENT 18 PHASE 2

This AGREEMENT, effective on _________________, (EFFECTIVE DATE) is between
the Santa Cruz County Regional Transportation Commission, referred to as RTC, and: the city of
Watsonville, a political subdivision of the State of California, referred to hereinafter as CITY. RTC
and CITY may be referred to herein as PARTY or PARTIES collectively.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for work on the Santa Cruz Branch Rail Line, hereinafter as RAIL LINE.

2. For the purpose of this AGREEMENT, the project described in the Project Description, Exhibit A to this AGREEMENT, will be referred to hereinafter as PROJECT.

3. RTC purchased from Union Pacific Railroad and now owns that certain real property identified as RAIL LINE right-of-way for preservation, continuation of freight and recreational rail service, implementation of additional recreational rail service, potential future passenger rail service and construction of a bicycle and pedestrian trail.

4. RTC secured the services of St. Paul & Pacific Railroad, LLC (RAILWAY) for the purpose of maintaining and providing recreational and freight rail services on a FREIGHT EASEMENT of 10 feet from the centerline of any track on the RAIL LINE and entered into an Administration, Coordination and License Agreement (ACL) with RAILWAY, and the ACL is incorporated herein by this reference dated July 16, 2018.

5. All references to the ACL herein shall refer to the most current ACL and amendments available at the time of the design and approval of the PROJECT.

6. RTC produced and adopted the Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan, as revised on February 6, 2014, and certified the MBSST Network Master Plan Final Environmental Impact Report (EIR) on November 7, 2013, which includes construction of a multi-use trail along the RAIL LINE right-of-way and is incorporated herein by this reference; and the MBSST Network Master Plan identifies design standards and guidelines.
7. All references to the MBSST Network Master Plan herein shall refer to the most current MBSST Network Master Plan and amendments available at the time of the design and approval of the PROJECT.

8. RTC has entered into a Remedial Action Agreement (RAA) for the RAIL LINE right-of-way with the County of Santa Cruz Environmental Health Division (CSCEHD) which assigns CSCEHD the role as regulatory oversight agency for characterization and potential remedial action under Sections 101480 through 101490 of the California Health and Safety Code, and the RAA is incorporated by this reference dated June 13, 2017.

9. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT[S] will be referred to hereinafter as WORK:
   - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
   - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
   - RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the California Department of Transportation (CALTRANS) Workplan Standards Guide Version 12.5 dated March 2020 as a distinct group of activities/products in the project planning and development process. The Workplan Standards Guide shall be used as a guide for the activities contemplated under this AGREEMENT. RTC may, in its sole discretion, waive the completion of certain activities listed in the Guide when PROJECT circumstances warrant it. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

10. The following work associated with this PROJECT has been completed or is in progress:
   - Second Addendum to the MBSST Network Master Plan Final Environmental Impact Report, October 13, 2015
   - Third Addendum to the MBSST Network Master Plan Final Environmental Impact Report, April 2020
   - GO 88-B Authorization to Alter Highway-Rail Crossing at Ohlone Parkway, May 1, 2020
   - GO 88-B Authorization to Alter Highway-Rail Crossing at Lee Road, May 11, 2020
   - Preliminary Project Design

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

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

Project Description

13. PARTIES agree that for the purpose of this AGREEMENT, the details of the PROJECT are documented in the Project Description, Exhibit A to this AGREEMENT.

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

Sponsorship

15. 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.

16. PROJECT changes shall be approved by RTC as the owner/operator of the RAIL LINE right-of-way.

17. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

18. 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.

- CITY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY. PA&ED includes the completion of the Final Environmental Document (documenting the project alternative selection)

- CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY. PS&E includes the development of the plans, specifications, and estimate, including those needed for off-site environmental mitigation; and obtaining any resource agency permits
CITY is the RIGHT-OF-WAY IMPLEMENTING AGENCY. RIGHT-OF-WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the preparation of utility agreements and notice(s) to owners to relocate; the acquisition of right-of-way interests, including those needed for off-site environmental mitigation; 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, which includes the PROJECT cost of utility relocations and off-site environmental mitigation (RIGHT-OF-WAY Capital) and the cost of the staff work in support of the capital cost (RIGHT-OF-WAY Support).

19. Any PARTY responsible for completing WORK will invite the other PARTY to participate in the selection of any consultant proposed to perform WORK on the PROJECT. RTC reserves explicit authority to administratively approve or reject proposed consultants.

20. Any PARTY employing consultants, contractors and subcontractors to perform WORK shall require consultants, contractors and subcontractors to defend and indemnify the other PARTY, RAILWAY, and each of their respective officials, officers, employees and agents, from any claims demands and liability arising from such work to the fullest extent allowed by applicable law.

21. Any PARTY employing engineering firms to prepare plans, specifications, and estimates will ensure that the firms will not be employed by or under a contract for the construction of the PROJECT. However, an engineering firm may be retained during construction to check shop drawings, do soil foundation tests, test construction materials and perform construction surveys.

22. 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 WORK that may occur during the construction component of the PROJECT.
RTC’s Oversight

23. RTC will provide oversight to ensure that CITY’S WORK is in accordance with applicable standards, including but not limited to the MBSST Network Master Plan. RTC oversight does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK. RTC’s review and approval of the WORK as consistent with applicable standards shall not waive any claims or exonerate any contractor or subcontractor from liability for any defects in completion of any WORK component or in the design thereof whether patent or latent.

24. When RTC performs oversight, it does so for its own benefit. No one can assign liability to RTC due to its oversight.

25. RTC, as the owner/operator of the RAIL LINE right-of-way, will approve WORK outputs in accordance with RTC’s policies and guidance and as indicated in this AGREEMENT. If RTC agreements, policies, or guidance that pertain to the WORK are updated or amended while this AGREEMENT is effective, RTC shall provide current policy or guidance document to CITY.

26. CITY will provide WORK related products and supporting documentation upon RTC’s request for the purpose of RTC Oversight.

CEQA/NEPA Lead Agency

27. CITY is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT.

28. PARTIES have agreed not to seek a NEPA document. If this decision is changed, PARTIES agree to amend AGREEMENT.

Environmental Permits, Approvals and Agreements

29. 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.

30. 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.
Project Approval and Environmental Document (PA&ED)

31. As the PA&ED IMPLEMENTING AGENCY, CITY 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.

32. RTC will be responsible for completing the following PA&ED activities:

<table>
<thead>
<tr>
<th>PA&amp;ED Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>

33. CITY will notify RTC CSCEHD (i) of any planned activity within the RAIL LINE right-of-way that will result in soil disturbance, and (ii) that CITY is responsible for CSCEHD oversight cost as specified in the RAA during PA&ED.

34. The 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.

California Environmental Quality Act (CEQA)

35. Environmental documentation will be prepared in compliance with all applicable provisions of California Public Resources Code §21000 et seq.

36. In consultation with RTC, the CEQA Lead Agency will determine the type of CEQA documentation required for the PROJECT. The CEQA Lead Agency will cause that documentation to be prepared in accordance with CEQA requirements.

37. The 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.

38. 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.

39. CITY will submit CEQA-related public notices to RTC for review, comment, and approval prior to publication and circulation.
40. CITY will submit all CEQA-related public meeting materials to RTC for review, comment, and approval at least ten (10) working days prior to the applicable public meeting date.

41. If CITY makes any changes to public meeting materials that were previously provided to RTC, then CITY will allow RTC to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.

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

43. 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.

44. 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.

45. The CEQA Lead Agency shall maintain final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

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

46. As the PS&E IMPLEMENTING AGENCY, CITY 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.

47. RTC will be responsible for completing the following PS&E activities:

<table>
<thead>
<tr>
<th>PS&amp;E Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>

48. CITY will notify RTC and CSCEHD (i) of any planned activity within the RAIL LINE right-of-way that will result in soil disturbance, and (ii) that CITY is responsible for CSCEHD oversight cost as specified in the RAA during PS&E.
49. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT.

50. All arrangements for the protection, relocation, or removal of all conflicting utility facilities will be addressed in the PROJECT plans, specifications, and estimate.

51. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the RAIL LINE right-of-way in accordance with federal and California laws and regulations, and RTC’s policies, procedures, standards, practices, and applicable agreements.

52. CITY will prepare Third Party Encroachment Conflict Maps identifying the removal of any existing third party (non-utility) encroachments that conflict with construction of the PROJECT.

53. CITY will provide RTC a copy of Third Party Encroachment Conflict Maps for RTC’s concurrence prior to issuing the Notices to Owner. All third-party encroachment conflicts will be addressed in the PROJECT plans, specifications, and estimate.

54. CITY will be the applicant for all applicable California Public Utility Commission (CPUC) approvals.

55. CITY will prepare and transmit regulatory permit applications. CITY will provide a copy of all permit applications at least 10-days in advance of transmittal for RTC’s review and concurrence All permit conditions will be addressed in the PROJECT plans, specifications, and estimate.

RIGHT-OF-WAY

56. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY 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.

57. RTC will be responsible for completing the following RIGHT-OF-WAY activities:

<table>
<thead>
<tr>
<th>RIGHT-OF-WAY Activity</th>
<th>AGREEMENT Funded Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Oversight</td>
<td>No</td>
</tr>
</tbody>
</table>

7-139

SCCRTC – Watsonville Segment 18 Phase 2 Cooperative Agreement 8
58. CITY 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.

59. CITY will provide RTC a copy of utility conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for RTC’s concurrence prior to RTC issuing the notices to owner and executing any utility agreements.

60. All utility conflicts will be fully addressed prior to Right-of-Way Certification.

61. CITY will provide RTC a copy of Third-Party Encroachment Conflict Maps for RTC’s concurrence. RTC will issue the Notices to Owner. RTC will make all necessary arrangements with property owners for the timely removal of any encroachment that conflict with the construction of the PROJECT.

62. All encroachments will be fully identified prior to Right-of-Way Certification.

63. CITY will engage or 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 responsible surveyor.

64. When RIGHT-OF-WAY is funded with State or Federal funds the acquisition of right-of-way will not occur prior to the approval of the environmental document.

65. The RTC Board is responsible for hearing and adopting Resolutions of Necessity for acquisitions of right-of-way.

66. If CITY acquires any right-of-way to be incorporated into the RAIL LINE right-of-way, CITY will acquire in RTC’s name.

67. Title to the RAIL LINE right-of-way will ultimately be vested in the name of RTC. RTC’s acceptance of title will occur after the Right-of-Way Closeout activities, as identified in the CALTRANS Workplan Standards Guide, are complete.

68. CITY will submit a draft Right-of-Way Certification to RTC six (6) weeks prior to scheduled Right-of-Way Certification milestone date for review.

69. CITY will submit a final Right-of-Way Certification to RTC for approval prior to advertising the construction contract.

70. Physical and legal possession of the right-of-way must be secured prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
71. RTC’s acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance by RTC, CITY will provide RTC with a Policy of Title Insurance in RTC’s name.

72. Right-of-way conveyances from third parties must be completed prior to completion of the WORK completion unless PARTIES mutually agree to other arrangements in writing.

73. A Maintenance Agreement must be executed prior to Right-of-Way Certification, unless PARTIES mutually agree to other arrangements in writing.

Funding

74. The WORK does not use RTC administered regional Measure D funds. PARTIES will amend this AGREEMENT should this condition change.

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

Invoicing and Payment

76. No invoicing or reimbursement will occur for any PROJECT COMPONENT covered by this AGREEMENT.

Schedule

77. 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.

78. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.
Additional Provisions

Standards

79. PARTIES will comply with all applicable federal and California laws, regulations, and standards during performance of the WORK; CALTRANS standards (based on AASHTO standards); AREMA Standards for railroad facilities or facilities affecting railroads; and, RTC Standards. RTC Standards are:

- Monterey Bay Sanctuary Scenic Trail Network 2013 Master Plan
- Sanctuary Scenic Trail Standards Manual - Signs and Exhibits Specifications adopted in 2013
- RTC shall provide CITY with all applicable documents constituting RTC Standards applicable to performance of the WORK during the Term of this AGREEMENT.

Right of Entry Agreement(s)

80. CITY is responsible for obtaining a right of entry agreement from the RAILWAY prior to entering the RAIL LINE right-of-way to perform the PROJECT WORK.

81. RTC shall grant CITY, its agents, consultants, and contractors right of entry agreement(s) to enter the RAIL LINE right-of-way, upon CITY’s agreement to meet all of RTC’s requirements for obtaining such agreement(s).

Qualifications

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

Encroachments

83. 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**

84. 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 in accordance with all applicable state and federal laws and regulations and RTC approves a plan for its removal or protection.

**Disclosures**

85. PARTIES will hold all preliminary drafts of 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.

86. 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.

87. 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**

88. 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.

89. 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.

90. 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.

91. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
92. RTC, independent of the PROJECT, is responsible for any HM-1 found within the existing RAIL LINE right-of-way. RTC will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

93. RTC will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing RAIL LINE right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

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

95. The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing RAIL LINE 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.

96. The IMPLEMENTING AGENCY that disturbs HM-2 material is responsible for HM-2 MANAGEMENT during performance of that WORK.

97. The cost of HM-2 MANAGEMENT for HM-2 found within the PROJECT limits will be paid from funds designated for the WORK necessary to complete the PROJECT COMPONENT that disturbs the HM-2 hazardous material.

98. RTC’s acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with direction provided by RTC’s Executive Director.

Claims

99. PARTIES will confer on any claim that may affect the WORK or PARTIES’ liability or responsibility under this AGREEMENT.

100. Any claims that pertain to RTC’s real property and appurtenances may only be compromised, settled, or litigated with RTC’s participation and consent. For claims that do not pertain to RTC’s real property or appurtenances, a PARTY may settle such a claim without RTC consent, so long as the PARTY (i) confers with RTC in advance of the settlement, (ii) the settlement results in a full and complete release at no cost to RTC, and (iii) the settlement does not impose any immediate or ongoing obligations on RTC.
**Accounting and Audits**

101. 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.

102. 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.

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

104. PARTIES will retain all WORK-related records for three (3) years after the CLOSEOUT STATEMENT, Exhibit B.

105. PARTIES will require that any consultants hired to participate in the WORK will comply with GAAP.

106. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

107. RTC, CITY, or any other funding agency, including its consultants or agents, shall have access to all WORK-related records of each PARTY for audit, examination, excerpt, or transcription.

108. 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.

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

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

111. 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.
112. 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.

113. 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 2020 Caltrans Local Assistance Procedures Manual, Chapter 10.

114. The auditors of the State of California or the Taxpayer Oversight Committee for Measure D may examine all records relative to the goods, services, equipment, materials, supplies or other assistance provided to PARTIES for the PROJECT. The PARTIES agree to allow the auditor(s) and Taxpayer Oversight Committee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, PARTIES agree to include a similar right to the State auditor(s) and Taxpayer Oversight Committee to audit records and interview staff in any contract related to performance of this AGREEMENT.

**Interruption of Work**

115. If WORK stops for any reason, and the WORK could impair the safety or operation of the RAIL LINE, IMPLEMENTING AGENCY for the relevant PROJECT COMPONENT will place the RAIL LINE right-of-way in a safe and operable condition acceptable to RTC.

116. 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**

117. The SPONSOR will be responsible for obtaining funds to cover the costs of awards, judgements, settlements, and legal challenges to the environmental process or documentation that may be generated by the WORK.

118. 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.
Environmental Compliance

119. 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

Independent Agreement

120. 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.

Integration

121. This AGREEMENT is the final expression of the agreement between the PARTIES related to the WORK, and shall supersede any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT shall take precedence over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

Severability

122. If any term, provision, covenant or restriction of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Amendment

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

Closure Statement

124. PARTIES agree to sign the CLOSURE STATEMENT, Exhibit B, 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.
Governing Law; Venue

125. In the event of a dispute between the PARTIES to this AGREEMENT regarding or related to the terms and provisions contained herein, the PARTIES mutually agree that the sole venue for any such dispute shall be the Superior Court of the County of Santa Cruz, and that the terms and provisions of this AGREEMENT shall be interpreted under the laws of the State of California.

Indemnification

126. Neither RTC 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 CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless RTC 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 CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

127. Neither CITY 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 RTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RTC under this AGREEMENT. It is understood and agreed that RTC, to the extent permitted by law, will defend, indemnify, and save harmless CITY 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 RTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

128. 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.
129. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without the approval of the other PARTY formalized in a written amendment to this AGREEMENT.

**Ambiguity and Performance**

130. PARTIES will not interpret any ambiguity contained in this AGREEMENT against PARTIES. PARTIES waive the provisions of California Civil Code, Section 1654.

131. A waiver of a PARTY’s performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

132. A delay or omission by a PARTY to exercise a right or power due to a default shall not negate the PARTY’s ability to use that right or power in the future.

**Defaults**

133. 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 the dispute resolution procedure described herein.

**Term**

134. This AGREEMENT will begin on the EFFECTIVE DATE and remain in effect until the Work has been completed and a CLOSURE STATEMENT has been executed.

**Termination**

135. Notwithstanding any other provision of this AGREEMENT, this AGREEMENT may be terminated prior to completion of the Work in accordance with the provisions below:

   a. **Termination for Convenience.**

      This AGREEMENT may be terminated by any PARTY for any reason, provided that the terminating PARTY gives not less than thirty (30) calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate.

   b. **Termination for Cause.**
If a PARTY fails to cure a breach of material term of this AGREEMENT within ten (10) days’ notice by the non-breaching PARTY, then the non-breaching PARTY may immediately terminate or suspend this AGREEMENT for cause.

c. **Condition of Right of Way Upon Termination**

If this AGREEMENT is terminated prior to completion of the WORK, then the IMPLEMENTING AGENCY engaged in PROJECT WORK in the right-of-way at the time of termination will be responsible for restoring the PROJECT right-of-way to a safe and operable condition acceptable to RTC.

**Dispute Resolution**

136. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the RTC Executive Director and the executive officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES’ legal counsel will engage in non-binding mediation, using a mediator mutually acceptable to both PARTIES. PARTIES agree to participate in mediation in good faith and the costs of mediation will be apportioned equally between them.

137. Neither the dispute nor the mediation process shall relieve 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.

138. 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.

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

**Attorneys’ Fees**

140. If a PARTY to this AGREEMENT brings any action, including arbitration or an action for declaratory relief, to enforce or interpret a provision of this AGREEMENT 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.
Independent Agencies

141. PARTIES to this AGREEMENT are independent agencies. Nothing in this AGREEMENT shall be interpreted to render any employees of RTC to be employees of CITY nor be interpreted to render any employees of CITY to be employees of RTC.

Prevailing Wage

142. 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.

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

144. 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.

145. 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.
Notice

RTC

Tommy Travers, Project Manager
1523 Pacific Avenue
Santa Cruz, CA 95060-3911
Office Phone: (831) 460-3200
Email: ttravers@sccrtc.org

CITY

Murray Fontes, Project Manager
250 Main Street
Watsonville, CA 95076
Office Phone: 831-768-3117
Email: murray.fontes@cityofwatsonville.org
SIGNATURES

PARTIES are empowered 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 or electronic signature. This AGREEMENT is not fully executed until all original signatures or electronic signatures are attached.

<table>
<thead>
<tr>
<th>CITY OF WATSONVILLE:</th>
<th>SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Matthew D. Huffaker</td>
<td>Name: Guy Preston</td>
</tr>
<tr>
<td>Title: City Manager</td>
<td>Title: Executive Director</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td><strong>APPROVED AS TO FORM:</strong></td>
<td><strong>APPROVED AS TO FORM:</strong></td>
</tr>
<tr>
<td>Name:</td>
<td>Name: Steve Mattas</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: General Counsel to SCCRTC</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td><strong>APPROVED AS TO RISK:</strong></td>
<td><strong>APPROVED AS TO RISK:</strong></td>
</tr>
<tr>
<td>Name:</td>
<td>Name: Yesenia Parra</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Administrative Services Officer</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
EXHIBIT A: PROJECT DESCRIPTION

Boundary:
Segment 18 Phase 2 will connect to both ends of the Segment 18 Phase 1 trail, which is expected to be completed in Summer 2020. Phase 2 starts at the east side of the Lee Road grade crossing in Watsonville and continues east to Ohlone Parkway. At the east side of Ohlone Parkway, Phase 1 continues for approximately 1,600 feet to a point to the east near the existing Slough Trail. At that point, Phase 2 resumes and continues east to Walker Street.

Description:
Segment 18 Phase 2 follows the rail right-of-way and will include two modified railroad street crossings and two new grade crossings of the trail across railroad tracks. It begins with a modification to the railroad grade crossing at Lee Road. The trail starts on the east side of Lee Road and is proposed to be located on the south side of the railroad tracks. After the railroad spur to the north, the proposed trail includes a new grade crossing to cross the tracks to the north side. The trail continues to Ohlone Parkway and includes a modified grade crossing. On the east side of Ohlone Parkway, it connects to the Segment 18-Phase 1 trail. At the east end of the Segment 18-Phase 1 trail, the Segment 18-Phase 2 trail continues along the north side of the tracks until the existing railroad spur at Walker Street. At this point, the proposed trail includes a new grade crossing to cross the spur and connect to Walker Street at the intersection with West Lake Avenue.

Proposed Improvements:
- Approximately 4,750 feet of paved multiuse Class I facility
- Modified crossing at Lee Road including sidewalk on west side and a pedestrian crosswalk
- Modified crossing at Ohlone Parkway including sidewalk on west side and a multimodal street crossing
- Two new at-grade crossings (Location approximately 300 feet east of Lee Road & location just west of Walker Street)

The trail is proposed to be a 12-foot-wide paved trail and to follow the design guidelines of the Monterey Bay Sanctuary Scenic Trail Network Master Plan, including shoulders and a fence separating the trail from the railroad tracks.
Proposed Trail Alignment Vicinity for Segment 18 Phase 2 Trail

Legend:
- Red: Phase 1
- Blue: Phase 2
- Gray: Santa Cruz Branch Line

7-155
SCCRTC – Watsonville Segment 18 Phase 2 Cooperative Agreement 24
EXHIBIT B: 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 RTC accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the RTC Director of Budget and Finance verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the RTC Executive Director 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 _______________ and any amendments to the agreement. The final signature date on this document terminates agreement _______________ except survival articles. All survival articles in agreement _______________ 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.

______________________________
Guy Preston
Executive Director

______________________________
Matthew D. Huffaker
City Manager

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

______________________________

CITY OF WATSONVILLE

______________________________

7-157
SCCRTC – Watsonville Segment 18 Phase 2 Cooperative Agreement 26
THIS PAGE INTENTIONALLY LEFT BLANK
TO: Santa Cruz County Regional Transportation Commission
FROM: Tommy Travers, Transportation Planner
RE: Contract award for vegetation 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 contracts with Community Tree Service Inc., Industrial Railways Co., and DBI Services (Exhibits to Attachment 1) for a total amount not to exceed $126,047 for vegetation control for a period of 18 months to address deferred and ongoing maintenance along the Santa Cruz Branch Rail corridor.

BACKGROUND
As part of the RTC’s preventative maintenance program for the Santa Cruz Branch Rail Line (SCBRL), staff inspects the right-of-way and facilities a minimum of twice annually and procures contractors as needed to perform maintenance activities. Inspections performed in 2019 and 2020 by identified several areas along the SCBRL in need of maintenance. The RTC is currently responsible for maintaining the track north of milepost 7.0 and for maintaining the corridor along the SCBRL per the Administration, Coordination, and License (ACL) Agreement with St. Paul & Pacific Railroad (SPPR) and therefore is required to maintain vegetation.

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
As part of recent preventative maintenance inspections as well as concerns from local police and fire departments for encampment and fire risk, staff identified several areas requiring maintenance. This is primarily due to several years of deferred maintenance since the previous railroad operator performed regular vegetation control and the overgrowth prevents visibility within 10 feet of the track. In addition, the RTC seeks to improve safety and enable more effective policing of laws regarding obstructing railroads and trespassing, by targeting certain areas of the corridor with repeat encampment issues. Finally, the RTC seeks to clear overgrowth and illegally dumped materials originating from adjacent properties from certain drainage ditches so that they or the cross culverts do not become clogged causing damage to infrastructure or flooding of neighboring properties.
The environmental permitting consultant under contract to assist the RTC with obtaining programmatic permits from regulatory agencies communicated to RTC staff that vegetation control maintenance does not require permits and advised staff to proceed with such maintenance following best management practices.

Staff released a request for bids (RFB) seeking qualified contractors to bid on several sets of tasks in order to control weeds and potential fire hazards, clear certain drainage ditches to prevent clogging which may damage infrastructure or neighboring properties, reduce the debris degrading the railroad ties, and to clear certain invasive growth areas which impede visibility for safe travel and for police to patrol for illegal activities. Work will include trimming, application of non-arsenic and non-glyphosate herbicide close to the ground on the track bed area, and clearing/mowing of certain ditches, grassy areas, and shrubby areas with illegal activity issues.

The RFB includes work covering two fire seasons. The RFB required contractors to submit a rate sheet for labor and equipment. One of the contracts will include a not-to-exceed amount to be compensated on a time-and-materials basis for unanticipated work; having a contract in place will allow staff to respond quickly for unanticipated future work.

Bids from three contractors were received, Industrial Railways Company, Community Tree Service, and DBI Services. Each firm was the lowest bidder for a different bid group of work tasks and would be awarded that bid group of work tasks. Staff will include the contractor’s rate sheet for future unforeseen work in the Community Tree Service contract. The total combined contracts value is $126,047.

**Staff recommends that the RTC approve a resolution (Attachment 1) authorizing the Executive Director to negotiate and execute three contracts (Exhibits to Attachment 1) for the vegetation control along the SCBRL for a total contract value not to exceed $126,047 and a term ending on December 31, 2021.**

**FISCAL IMPACT**

The RTC’s budget for the Santa Cruz Branch Rail Line provides funds for corridor encroachments and preventative maintenance activities. The FY 20/21 budget includes $292,292 for corridor encroachments and maintenance. There is enough capacity remaining in next fiscal year’s budget, and there is enough remaining programming capacity in future years’ 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 maintain vegetation along the SCBRL.

**SUMMARY**

Staff received three contractor bids to maintain vegetation along the Santa Cruz Branch Rail corridor through the RTC’s informal bidding process. Three bids were received for all or part of the four bid groups of work, with the contracts being recommended for award to the lowest bidder for each bid group. Staff recommends entering into a contract with Industrial Railways Company, Community Tree
Service, and DBI Services for the needed vegetation control along the SCBRL corridor.

**ATTACHMENTS:**

1. Resolution
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of June 4, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT
WITH INDUSTRIAL RAILWAYS CO. IN AN AMOUNT NOT TO EXCEED $24,570; COMMUNITY
TREE SERVICE, INC. IN AN AMOUNT NOT TO EXCEED $90,377; AND DBI SERVICES IN AN
AMOUNT NOT TO EXCEED $11,100 FOR VEGETATION MAINTENANCE ALONG 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, until certain repairs are completed;

WHEREAS, in 2018 RTC staff developed the Preventative Maintenance Program for the
Santa Cruz Branch Rail Line Corridor that included ongoing regular inspections of the right-
of-way and facilities and procurement of construction contractors to perform preventative
maintenance activities;

WHEREAS, vegetation has not been fully maintained within the Santa Cruz Branch Rail
line corridor since the previous rail operator ceased maintaining the corridor;

WHEREAS, RTC staff received bids from three contractors from the list of qualified
contractors established as part of opting into 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 CO. for an amount not to exceed
$24,570 for vegetation maintenance along the Santa Cruz Branch Rail corridor;

2. The Executive Director is authorized to enter into a Construction by Informal
Bidding agreement with COMMUNITY TREE SERVICE, INC. for an amount not to exceed
$90,377, including $55,377 for lump-sum bid work and $35,000 for unforeseen work on a time and materials basis, for vegetation maintenance along
the Santa Cruz Branch Rail corridor;
3. The Executive Director is authorized to enter into a Construction by Informal Bidding agreement with DBI SERVICES for an amount not to exceed $11,100 for vegetation maintenance along the Santa Cruz Branch Rail corridor;

4. The Executive Director is authorized to issue amendments to the Construction by Informal Bidding agreements listed above for term, scope of work, and/or for additional compensation of up to $25,000 in total amended value, provided there is enough approved budget authority for the proposed additional work;

5. The Chair is authorized to authorize the Executive Director to issue additional amendments to the Construction by Informal Bidding agreements listed above for compensation for up to $60,000 in total amendment value, provided there is enough approved budget authority for the proposed additional work.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

________________________
Bruce McPherson, Chair

ATTEST:

________________________
Guy Preston, Secretary

Exhibit A: Draft Contract with Industrial Railways Co.
Exhibit B: Draft Contract with Community Tree Service, Inc.
Exhibit C: Draft Contract with DBI Services

Distribution: RTC Fiscal, RTC and Consultant Project Managers
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 INDUSTRAIL 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 Work, attached as Exhibit A, which is incorporated herein for the benefit of the COMMISSION (hereinafter “the project”). Performance of each task shall occur in the time frames specified in Exhibit A. 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 Work 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 1 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. The total amount payable by COMMISSION shall not exceed $24,570.

   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.

   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, 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 $4,000,000 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) If CONTRACTOR utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

(3) 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.

(4) 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.

(5) 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
(6) 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.

(7) 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 B. CONTRACTOR will contact St. Paul & Pacific Railway representatives to provide notice of the date, time, location, duration and nature of activity to be done and provide necessary documents and fees for a right of entry agreement.

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 SPPR to avoid interference with its rights, including but not limited to all terms and conditions set forth in the SPPR right of entry agreement. CONTRACTOR, subcontractors, and/or authorized agents shall be required to complete the paid 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.
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Industrial Railways Company

By: _________________________ Date: ________

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: _________________________ Date: ________

Guy Preston

Company Name: Industrial Railways Company

Address: 675 E H St, Benicia, CA 94510

By: _________________________ Date: ________

Yesenia Parra

Telephone: (707) 361-5732

Fax: (707) 752-2104

Email: info@indrailco.com

APPROVED AS TO INSURANCE

Steven Mattas
COMMISSION Counsel

DISTRIBUTION:

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

**Group 3**

**Task 9:** Grass Mowing  
Mow every year before fire season (in May/June). Width of mowing on each side of tracks varies between 2 and 16 feet.  
**Approximate area:** 14,000 s.f.  
**Delivery:** 2 JOBS (1) 5/15/20 - 6/30/20, (2) 5/15/21 - 6/30/21  
**Location:** from 8059 Aptos St to the Aptos Creek Road railroad crossing, Aptos. MP 12.46 – 12.61

**Task 10:** Grass Mowing  
Mow next year before fire season (in May/June). Width of mowing on each side of tracks varies between 2 and 20 feet.  
**Approximate area:** 16,500 s.f.  
**Delivery:** 5/15/21 – 6/30/21  
**Location:** from 165 Marine Parade, Santa Cruz, to Mountain View Ave, Santa Cruz. Not including leased areas shown in map. MP 19.0 – 19.27

**Task 11:** Mowing & Raking  
Mow new growth out of small ditch two times every year. Mow 4 feet up from bottom of ditch.  
**Approximate area:** 4,000 s.f.  
**Delivery:** 4 JOBS (1) Spring 2020 (2) Fall 2020 (3) Spring 2021 (4) Fall 2021  
**Location:** from Mountain View Ave, Santa Cruz, to San Lorenzo River bridge, Santa Cruz. MP 19.28 – 19.41

**Group 4**

**Task 12:** Grass Mowing  
Mow on inland side of tracks before fire season (in May/June). Width of mowing varies between 15 and 40 feet.  
**Approximate area:** In 2020: up to 39,700 s.f. In 2021: up to 75,000 s.f.  
**Delivery:** 2 JOBS (1) 5/15/20 - 6/30/20, (2) 5/15/21 - 6/30/21
**Location:**
In 2020: Palm St to DuFour St, and Younglove St to Fair Ave, Santa Cruz.
In 2021: Palm St to Bellevue St, and Younglove St to Swift St, Santa Cruz. MP 21.1 – 21.7

**Task 13:** Grass Mowing

Mow on coastal side of tracks before fire season (in May/June). Width of mowing varies between 25 and 45 feet. Does not include area of new paved trail under construction.

**Approximate area:** up to 76,000 s.f.

**Delivery:** 2 JOBS (1) 5/15/20 - 6/30/20, (2) 5/15/21 - 6/30/21

**Location:** Swift St crossing to Moore Creek/Antonelli Pond railroad bridge, Santa Cruz. MP 21.75 – 22.28

**Proposal Summary**

<table>
<thead>
<tr>
<th>Group</th>
<th>Task</th>
<th>Category</th>
<th>Frequency</th>
<th>Approximate Area</th>
<th>Cost Estimate</th>
<th>Bid for Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 3</td>
<td>Task 9</td>
<td>Grass Mowing</td>
<td>2 times</td>
<td>14,000 s.f.</td>
<td>$5,460</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task 10</td>
<td>Grass Mowing</td>
<td>One time (next year)</td>
<td>16,500 s.f.</td>
<td>$2,730</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task 11</td>
<td>Mowing &amp; Raking</td>
<td>4 times</td>
<td>4,000 s.f.</td>
<td>$5,460</td>
<td></td>
</tr>
<tr>
<td>Group 4</td>
<td>Task 12</td>
<td>Grass Mowing</td>
<td>2 times</td>
<td>2020: up to 39,700 s.f.</td>
<td>$5,460</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task 13</td>
<td>Grass Mowing</td>
<td>2 times</td>
<td>2021: up to 75,000 s.f.</td>
<td>$5,460</td>
<td></td>
</tr>
</tbody>
</table>

Total of all group bids $24,570
Exhibit B – St. Paul and Pacific Railway Guidelines

To be attached
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 COMMUNITY TREE SERVICE, INC., 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 Work, attached as Exhibit A, which is incorporated herein for the benefit of the COMMISSION (hereinafter “the project”). Performance of each task shall occur in the time frames specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Contract and Exhibit A, this Contract shall prevail.

2. COMPENSATION.
Total amount payable by COMMISSION shall not exceed $90,377 for work as described in Parts 1 and 2 below.

Part 1 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 1 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 Sheet included in Exhibit A. The total amount payable by COMMISSION shall not exceed $55,377 for Part 1 of the Scope of Work.

Part 2 of the Scope of Work: In consideration for CONTRACTOR accomplishing additional unforeseen work similar to the work included in Part 1 of the Scope of Work as directed by COMMISSION contract manager, COMMISSION agrees to pay CONTRACTOR as follows: Payment not to exceed $35,000 for Part 2 of the Scope of Work after receipt and contract manager approval of invoices with detailed time and materials cost breakdown according to Exhibit B Rate Sheet dated June 30, 2020 upon the satisfactory completion of projects and requirements 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.

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, 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 $4,000,000 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) If CONTRACTOR utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

(3) 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.

(4) 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

8-23
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.

(5) 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

(6) 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.

(7) 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. CONTRACTOR will contact St. Paul & Pacific Railway representatives to provide notice of the date, time, location, duration and nature of activity to be done and provide necessary documents and fees for a right of entry agreement.

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 SPPR to avoid interference with its rights, including but not limited to all terms and conditions set forth in the SPPR right of entry agreement. CONTRACTOR, subcontractors, and/or authorized agents shall be required to complete the paid 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, 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.

Community Tree Service, Inc.            SANTA CRruz COUNTY
                                        REGIONAL TRASPORTATION
                                        COMMISSION

By: _________________________ Date: ______   By: ________________________ Date: ______

________________________________________  ________________________________
PRINTED                                   PRINTED

Guy Preston

APPROVED AS TO INSURANCE

By: ________________________ Date: ______  

Yesenia Parra

Company Name:  Community Tree Service, Inc.
Address:  416 Salinas Rd

Royal Oaks, CA 95076

Telephone:  (831) 763-2391
Fax:       (831) 763-2008
Email:        communitytreeservice320@gmail.com

APPROVED AS TO FORM:

________________________________________  Date: __________
Steven Mattas
COMMISSION Counsel

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

Group 2

Task 2: Mowing & Raking – Clear ditch
Mow out and clear debris from coast side ditch to ensure flow, 12-18’ from rail
Approximate area: only where needed, up to 63,000 s.f.
Delivery: before 8/1/20
Location: from rear of 282 Dry Creek Rd, Rio Del Mar, to 282 Aptos Beach Dr, Rio Del Mar. MP 11.22 – 12.09

Task 3: Vegetation Clearing/Mowing & Raking
Mow everything to 10’ from the rail on each side of the track, spot treat removed acacias. Trim to 15’ vertically from ground level. Remove fallen trees & branches to 25’ from track on Sandalwood side only.
Approximate area: 15,000 of mowing, plus the fallen tree removal
Delivery: before 8/1/20
Location: from 282 Aptos Beach Dr, Rio Del Mar, to the Hwy 1 railroad bridge (about 1,100’). MP 12.09 – 12.28

Task 4: Vegetation Clearing
Clear willows and acacias back 20’ from track on north side of track and up 15’ vertically from ground level. Limb up oaks for visibility. Spot treat willow and acacia stumps.
Approximate area: 4,200 s.f.
Delivery: before 8/1/20
Location: Just east of State Park Dr railroad crossing, Aptos for about 210’. MP 13.13 – 13.17

Task 5: Vegetation Clearing/Mowing & Raking
Mow inland side ditch 10-12’ from rail, between 870 Park Ave and Grove Ln.
Limb up under line of oaks, clear scotch broom, young eucs and dead veg north of oaks approx 125’x50’ area, for visibility, between the tracks and the cliff. Spot treat eucs.
Approximate area: Mow ditch 10,800 s.f., clear shrubs up to 6,300 s.f.
Delivery: before 8/1/20
**Location:** from 870 Park Ave to Grove Ln, Capitola. MP 15.05 – 15.29

**Task 6:** Vegetation Clearing

Trim shrubs on inland side back to 10’ from rail, and up 15’ vertically from ground level, for visibility around curve.

**Approximate area:** 3,200 s.f.

**Delivery:** before 8/1/20

**Location:** Just east of 47th Ave railroad crossing, Capitola for about 320’. MP 16.3 – 16.36

**Task 7:** Vegetation Clearing/Mowing & Raking

Mow inland side shrubs, ivy, and branches to 10’ from rail and up 15’ vertically from ground level.

**Approximate area:** 7,500 s.f.

**Delivery:** before 8/1/20

**Location:** from El Dorado Ave, Live Oak, to Leona Creek culvert, Live Oak. MP 18.15 – 18.34

**Task 8:** Vegetation Clearing – clear a path down to culvert for inspection

Culvert is 20’ below tracks. Clear a 5-foot-wide path down to it for visual inspection.

**Approximate area:** 275 s.f.

**Delivery:** before 8/1/20

**Location:** At the Leona Creek culvert under the railroad tracks, located between Live Oak Ave and 7th Ave crossing, Live Oak. At MP 18.36.
## Bid Sheet

<table>
<thead>
<tr>
<th>Group</th>
<th>Task</th>
<th>Category</th>
<th>Frequency</th>
<th>Approximate Area</th>
<th>Cost Estimate</th>
<th>Bid for Group</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Task 2</td>
<td>Mowing &amp; Raking</td>
<td>One time</td>
<td>where needed only, up to 63,000 s.f.</td>
<td>$14,577</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task 3</td>
<td>Vegetation Clearing/Mowing &amp; Raking</td>
<td>One time</td>
<td>Mow: 15,000 s.f., clear fallen trees in smaller area</td>
<td>$12,900</td>
<td></td>
</tr>
<tr>
<td>Group 2</td>
<td>Task 4</td>
<td>Vegetation Clearing</td>
<td>One time</td>
<td>4,200 s.f.</td>
<td>$4,850</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task 5</td>
<td>Vegetation Clearing/Mowing &amp; Raking</td>
<td>One time</td>
<td>Mow: 10,800 s.f., other shrubs: 6,300 s.f.</td>
<td>$12,900</td>
<td>$55,377</td>
</tr>
<tr>
<td></td>
<td>Task 6</td>
<td>Vegetation Clearing</td>
<td>One time</td>
<td>3,200 s.f.</td>
<td>$3,700</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task 7</td>
<td>Vegetation Clearing/Mowing &amp; Raking</td>
<td>One time</td>
<td>7,500 s.f.</td>
<td>$4,850</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task 8</td>
<td>Vegetation Clearing</td>
<td>One time</td>
<td>275 s.f.</td>
<td>$1,600</td>
<td></td>
</tr>
</tbody>
</table>

Total of all group bids: $55,377
Exhibit B – Contractor Rate Sheet

See below
### Community Tree Service Rate Sheet, Through June 30, 2020

<table>
<thead>
<tr>
<th>Equipment Rental Rates Per Hour</th>
<th>Normal Prevailing Wage Rate</th>
<th>Emergency Prevailing Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Man Crew, with 1 Dump Truck and 1 Chipper</td>
<td>$318.20</td>
<td>$445.50</td>
</tr>
<tr>
<td>3 Man Crew, With 1 Dump Truck and 1 Chipper (OT Rate)</td>
<td>$445.00</td>
<td>$622.90</td>
</tr>
<tr>
<td>Tractor with any other attachment (i.e., grapple loader, shovel, skidder grapple, sewer or any other applicable attachment for tree work)</td>
<td>$65.20</td>
<td>$91.30</td>
</tr>
<tr>
<td>Tractor with a Heavy Duty Brush Mower Attachment</td>
<td>$108.60</td>
<td>$152.00</td>
</tr>
<tr>
<td>Small Masticator</td>
<td>$78.75</td>
<td>$110.25</td>
</tr>
<tr>
<td>Medium Masticator</td>
<td>$131.25</td>
<td>$183.75</td>
</tr>
<tr>
<td>Large Masticator</td>
<td>$236.25</td>
<td>$330.75</td>
</tr>
<tr>
<td>Crane Rental - 25 Ton Capacity</td>
<td>$165.50</td>
<td>$219.10</td>
</tr>
<tr>
<td>Crane Rental - 40 Ton Capacity</td>
<td>$202.15</td>
<td>$283.00</td>
</tr>
<tr>
<td>Tow Behind Stump Grinder</td>
<td>$66.40</td>
<td>$93.00</td>
</tr>
<tr>
<td>Stump Grinder on Tracks</td>
<td>$90.40</td>
<td>$126.60</td>
</tr>
<tr>
<td>Walk Behind Stump Grinder</td>
<td>$60.35</td>
<td>$84.50</td>
</tr>
<tr>
<td>Bucket Truck (up to 75')</td>
<td>$72.20</td>
<td>$101.10</td>
</tr>
<tr>
<td>Bucket Truck (up to 100')</td>
<td>$114.35</td>
<td>$160.10</td>
</tr>
<tr>
<td>12&quot; Capacity Brush Chipper</td>
<td>$50.20</td>
<td>$70.30</td>
</tr>
<tr>
<td>18&quot; Capacity Brush Chipper</td>
<td>$72.20</td>
<td>$101.10</td>
</tr>
<tr>
<td>24&quot; Capacity Brush Chipper</td>
<td>$90.40</td>
<td>$126.60</td>
</tr>
<tr>
<td>Traffic Control Equipment (to typically include, 10 signs and up to 100 cones)</td>
<td>$40.40</td>
<td>$56.60</td>
</tr>
<tr>
<td>20&quot; Capacity Brush Chipper on Tracks</td>
<td>$156.50</td>
<td>$219.10</td>
</tr>
<tr>
<td>Grapple Loader</td>
<td>$120.10</td>
<td>$168.15</td>
</tr>
<tr>
<td>3-Axle Grapple Loader</td>
<td>$144.40</td>
<td>$202.15</td>
</tr>
<tr>
<td>Grapple Loader With End Dump</td>
<td>$179.00</td>
<td>$250.60</td>
</tr>
<tr>
<td>Chip Truck</td>
<td>$36.10</td>
<td>$50.55</td>
</tr>
<tr>
<td>3-Axle Truck for Debris Hauling</td>
<td>$60.00</td>
<td>$84.00</td>
</tr>
<tr>
<td>2-Axle Truck for Debris Hauling</td>
<td>$46.20</td>
<td>$64.70</td>
</tr>
<tr>
<td>2-Axel 4WD Truck for Debris Hauling</td>
<td>$47.90</td>
<td>$67.10</td>
</tr>
<tr>
<td>3-Axle Roll Off Truck with 30-40 Yard Capacity Box</td>
<td>$115.50</td>
<td>$161.70</td>
</tr>
<tr>
<td>1-Axle Trailer</td>
<td>$17.35</td>
<td>$24.30</td>
</tr>
<tr>
<td>2-Axle Trailer</td>
<td>$34.65</td>
<td>$48.50</td>
</tr>
<tr>
<td>3-Axel Trailer</td>
<td>$46.20</td>
<td>$64.70</td>
</tr>
<tr>
<td>6 Ton Mini Excavator with Grapple Attachment</td>
<td>$72.20</td>
<td>$101.10</td>
</tr>
<tr>
<td>6 Ton Mini Excavator with Mower Attachment</td>
<td>$107.10</td>
<td>$149.95</td>
</tr>
<tr>
<td>15 Ton Excavator</td>
<td>$143.15</td>
<td>$257.90</td>
</tr>
<tr>
<td>Mini Skid Steer Loader With Grapple Attachment</td>
<td>$75.10</td>
<td>$105.15</td>
</tr>
<tr>
<td>Mini Skid Steer Loader With Mower Attachment</td>
<td>$115.50</td>
<td>$161.70</td>
</tr>
<tr>
<td>Water Buffalo</td>
<td>$42.15</td>
<td>$59.00</td>
</tr>
<tr>
<td>MISC. Equipment for a 2-Man Crew</td>
<td>$20.20</td>
<td>$28.30</td>
</tr>
<tr>
<td>MISC. Equipment for a 3-Man Crew</td>
<td>$27.40</td>
<td>$38.35</td>
</tr>
<tr>
<td>MISC. Equipment for a 4-Man Crew</td>
<td>$34.65</td>
<td>$48.50</td>
</tr>
</tbody>
</table>

### People Rates Per Hour

<table>
<thead>
<tr>
<th>People Rates Per Hour</th>
<th>Normal Wage Rate</th>
<th>Emergency Wage Rate</th>
</tr>
</thead>
</table>
| Community Tree Service Rate Sheet, Through June 30, 2020

8-35
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arborist Reports (to include, consulting, site supervision, reports, project</td>
<td>$98.25</td>
</tr>
<tr>
<td>management and arborist equipment operation)</td>
<td>$137.55</td>
</tr>
<tr>
<td>Qualified Applicator License</td>
<td>$101.70</td>
</tr>
<tr>
<td></td>
<td>$142.40</td>
</tr>
<tr>
<td>Operator (for all equipment, excluding the crane and grapple loaders)</td>
<td>$90.40</td>
</tr>
<tr>
<td></td>
<td>$126.60</td>
</tr>
<tr>
<td>Crane &amp; Grapple Operator</td>
<td>$106.15</td>
</tr>
<tr>
<td></td>
<td>$148.60</td>
</tr>
<tr>
<td>Climber</td>
<td>$106.15</td>
</tr>
<tr>
<td></td>
<td>$148.60</td>
</tr>
<tr>
<td>Groundsmen/General Labor</td>
<td>$74.60</td>
</tr>
<tr>
<td></td>
<td>$105.85</td>
</tr>
<tr>
<td>Foreman</td>
<td>$90.40</td>
</tr>
<tr>
<td></td>
<td>$126.60</td>
</tr>
<tr>
<td>Flagger</td>
<td>$78.55</td>
</tr>
<tr>
<td></td>
<td>$110.00</td>
</tr>
<tr>
<td>Arborist Equipment Per Hour</td>
<td></td>
</tr>
<tr>
<td>Pesticide Applicator/Spraying Rig</td>
<td>$74.60</td>
</tr>
<tr>
<td></td>
<td>$105.85</td>
</tr>
<tr>
<td>Backpack Sprayer</td>
<td>$21.55</td>
</tr>
<tr>
<td></td>
<td>$30.20</td>
</tr>
</tbody>
</table>

Please Note: All tree prices are approximate and prices may vary depending on hazardous conditions such as climate, electrical hazards or any other hazardous conditions. Any additional equipment or personal will be charged accordingly. MISC. equipment includes chainsaws, pole saws, ropes, pulleys, blowers, weed trimmers, climbing saddle, spikes, cleaning and or climbing equipment. These are all used on an as needed basis.
Exhibit C – St. Paul and Pacific Railway Guidelines

To be attached
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 DBI SERVICES, 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 Work, attached as Exhibit A, which is incorporated herein for the benefit of the COMMISSION (hereinafter “the project”). Performance of each task shall occur in the time frames specified in Exhibit A. 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 Work 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 1 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. The total amount payable by COMMISSION shall not exceed $11,100.

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.

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, 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 $4,000,000 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) If CONTRACTOR utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

(3) 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.

(4) 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.

(5) 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

8-41
(6) 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.

(7) 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 not to 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 B. CONTRACTOR will contact St. Paul & Pacific Railway representatives to provide notice of the date, time, location, duration and nature of activity to be done and provide necessary documents and fees for a right of entry agreement.

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 SPPR to avoid interference with its rights, including but not limited to all terms and conditions set forth in the SPPR right of entry agreement. CONTRACTOR, subcontractors, and/or authorized agents shall be required to complete the paid 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.
SIGNATURE PAGE

INDEPENDENT CONTRACTOR AGREEMENT
CONSTRUCTION BY INFORMAL BIDDING

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

DBI Services

By: _________________________ Date: _______

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: _________________________ Date: _______

Company Name:  DBI Services

Address:  8270 Belvedere Avenue #140
Sacramento, CA 95826

Telephone:  (916) 452-2444
Fax:       (916) 452-3444

Guys Preston

PRINTED

Yesenia Parra

PRINTED

APPROVED AS TO INSURANCE

APPROVED AS TO FORM:

Steven Mattas
COMMISSION Counsel

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

**Group 1**

**Task 1:** Mowing & Raking, Spraying -- Track clearing & preservation

Exterminate any veg in tracks and up to 10 feet out each side of rail, rake and dispose of excess veg debris where needed. Spray track bed, where needed, from no higher than 2 feet above. Occasional cutting of shrubs/branches to clear way for on-track vehicle where needed. Quick raking or blowing out between rails where there is significant collected vegetative debris. Mowing as described in Tasks 2-13 of RFB will be done in advance of this work. Use of products not containing glyphosate. Work must follow best management practices and instructions of product, including but not limited to avoiding work in windy conditions and in wet areas.

**Approximate area:** up to 12.6 miles of track where needed

**Delivery:** 7/15/20 - 8/15/20

**Location:** from Buena Vista Dr railroad crossing, Watsonville, to San Lorenzo River railroad bridge, Santa Cruz. MP 6.8 – 19.4.

**Proposal Summary**

<table>
<thead>
<tr>
<th>Group 1</th>
<th>Task 1</th>
<th>Category</th>
<th>Frequency</th>
<th>Approximate Area</th>
<th>Cost Estimate</th>
<th>Bid for Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>Task 1</td>
<td>Mowing &amp; Raking, Spraying</td>
<td>One time</td>
<td>where needed, tracks up to 12.6 mi</td>
<td>$11,100</td>
<td></td>
</tr>
</tbody>
</table>
Exhibit B – St. Paul and Pacific Railway Guidelines

To be attached
THIS PAGE INTENTIONALLY LEFT BLANK
## TDA Revenue Report
### FY 2019/2020

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FY18 - 19 Actual Revenue</th>
<th>FY19 - 20 Estimate Revenue</th>
<th>FY19 - 20 Actual Revenue</th>
<th>Difference as % of Projection</th>
<th>CUMULATIVE % of Actual to Projection</th>
</tr>
</thead>
<tbody>
<tr>
<td>JULY</td>
<td>908,365</td>
<td>910,174</td>
<td>1,060,892</td>
<td>150,718</td>
<td>16.56%</td>
</tr>
<tr>
<td>AUGUST</td>
<td>670,376</td>
<td>671,711</td>
<td>645,861</td>
<td>-25,850</td>
<td>-3.85%</td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td>886,090</td>
<td>887,855</td>
<td>905,653</td>
<td>17,798</td>
<td>2.00%</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>1,276,595</td>
<td>1,279,137</td>
<td>1,069,443</td>
<td>-209,694</td>
<td>-16.39%</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>577,500</td>
<td>578,651</td>
<td>711,628</td>
<td>132,977</td>
<td>22.98%</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>905,920</td>
<td>907,724</td>
<td>853,153</td>
<td>-54,570</td>
<td>-6.01%</td>
</tr>
<tr>
<td>JANUARY</td>
<td>877,694</td>
<td>879,442</td>
<td>897,534</td>
<td>18,093</td>
<td>2.06%</td>
</tr>
<tr>
<td>FEBRUARY</td>
<td>816,270</td>
<td>817,896</td>
<td>1,026,294</td>
<td>208,398</td>
<td>25.48%</td>
</tr>
<tr>
<td>MARCH</td>
<td>861,435</td>
<td>863,150</td>
<td>734,870</td>
<td>-128,280</td>
<td>-14.86%</td>
</tr>
<tr>
<td>APRIL</td>
<td>847,201</td>
<td>848,888</td>
<td>686,821</td>
<td>-162,067</td>
<td>-19.09%</td>
</tr>
<tr>
<td>MAY</td>
<td>607,386</td>
<td>608,595</td>
<td>407,395</td>
<td>-201,200</td>
<td>-33.06%</td>
</tr>
<tr>
<td>JUNE</td>
<td>912,189</td>
<td>914,006</td>
<td></td>
<td></td>
<td>97.26%</td>
</tr>
</tbody>
</table>

### Total
- FY18 - 19 Actual Revenue: 10,147,019
- FY19 - 20 Estimate Revenue: 10,167,228
- FY19 - 20 Actual Revenue: 8,999,545
- Difference: -253,677
- CUMULATIVE % of Actual to Projection: -2.50%  

### Note:

I:\FISCAL\TDA\MonthlyReceipts\FY2020\[FY2020 TDA Receipts.xlsx]FY2019

---

9-1
SCCRTC
TRANSPORTATION TAX REGIONAL TRANSPORTATION FUND (TTRTF) - MEASURE D
SUMMARY OF REVENUE ALLOCATION BY MONTH
FY2020 ENDING JUNE 30, 2020
KEY/OBJECT RATE
729000/40186

GROSS
BOE FEES
NET

ADMINISTRATION & IMPLEMENTATION - 729100/75381
ADMINISTRATION - SALARIES & BENEFITS
O/H ADMIN
SALARIES & O/H IMPLEME& OVERSIGHT
SERVICES & SUPPLIES
Subtotal

1%

TO DISTRIBUTE TO INVESTMENT CATEGORIES

JULY
2,191,712.62
2,191,712.62

AUGUST
1,401,059.59
(62,760.00)
1,338,299.59

SEPTEMBER
1,983,801.16
1,983,801.16

OCTOBER
2,310,258.96
2,310,258.96

NOVEMBER
1,613,583.72
(62,760.00)
1,550,823.72

DECEMBER O/H ADJUST
1,827,168.28
0.00
1,827,168.28
0.00

21,917.13
20,163.76
9,855.87
15,000.00
66,936.75

13,383.00
12,312.36
9,855.87
15,000.00
50,551.22

19,838.01
18,250.97
9,855.87
15,000.00
62,944.85

23,102.59
21,254.38
9,855.87
15,000.00
69,212.84

15,508.24
14,267.58
9,855.87
15,000.00
54,631.69

18,271.68
16,809.95
9,855.87
15,000.00
59,937.50

0.00
0.00
0.00
0.00
0.00

JANUARY
1,879,525.10
1,879,525.10

FEBRUARY
2,425,338.01
(62,760.00)
2,362,578.01

MARCH
1,584,808.11
1,584,808.11

APRIL
1,481,589.03
1,481,589.03

MAY
922,763.49
(48,400.00)
874,363.49

TOTAL
19,621,608.07
(236,680.00)
19,384,928.07

18,795.25
17,291.63
9,855.87
15,000.00
60,942.75

23,625.78
25,752.10
9,855.87
15,000.00
74,233.75

15,848.08
17,274.41
9,855.87
15,000.00
57,978.36

14,815.89
16,149.32
9,855.87
15,000.00
55,821.08

8,743.63
9,530.56
9,855.87
15,000.00
43,130.07

193,849.28
189,057.01
108,414.59
165,000.00
656,320.88

YEAR END
ADJUSTMENT
0.00
0.00

0.00
0.00
0.00
0.00
0.00

ADJUSTED
TOTAL
19,621,608.07
(236,680.00)
19,384,928.07

193,849.28
189,057.01
108,414.59
165,000.00
656,320.88

2,124,775.87

1,287,748.37

1,920,856.31

2,241,046.12

1,496,192.03

1,767,230.78

-

1,818,582.35

2,288,344.26

1,526,829.75

1,425,767.95

831,233.42

18,728,607.19

-

18,728,607.19

30%

637,432.76

386,324.51

576,256.89

672,313.83

448,857.61

530,169.23

-

545,574.70

686,503.28

458,048.92

427,730.38

249,370.03

5,618,582.16

-

5,618,582.16

Fixed $
Fixed $

27,777.78
13,888.89
41,666.67

27,777.78
13,888.89
41,666.67

27,777.78
13,888.89
41,666.67

27,777.78
13,888.89
41,666.67

27,777.78
13,888.89
41,666.67

27,777.78
13,888.89
41,666.67

0.00
0.00
0.00

27,777.78
13,888.89
41,666.67

27,777.78
13,888.89
41,666.67

27,777.78
13,888.89
41,666.67

27,777.78
13,888.89
41,666.67

27,777.78
13,888.89
41,666.67

305,555.56
152,777.78
458,333.33

0.00
0.00
0.00

305,555.56
152,777.78
458,333.33

5.5425%
22.7605%
4.6529%
15.2981%
51.7459%
100%

33,020.43
135,599.51
27,720.65
91,140.90
308,284.60
595,766.10

19,102.71
78,445.95
16,036.73
52,726.11
178,346.35
344,657.85

29,629.74
121,675.56
24,874.17
81,782.16
276,628.59
534,590.23

34,953.71
143,538.63
29,343.65
96,477.05
326,334.14
630,647.17

22,568.62
92,678.81
18,946.36
62,292.49
210,704.67
407,190.95

27,075.33
111,185.77
22,729.74
74,731.62
252,780.11
488,502.57

0.00

27,929.18
114,692.13
23,446.55
77,088.37
260,751.81
503,908.04

35,740.17
146,768.22
30,003.87
98,647.76
333,676.59
644,836.62

23,078.05
94,770.80
19,374.02
63,698.58
215,460.80
416,382.26

21,397.64
87,870.14
17,963.32
59,060.42
199,772.20
386,063.72

11,511.99
47,274.38
9,664.32
31,774.67
107,478.00
207,703.36

286,007.57
1,174,499.93
240,103.38
789,420.13
2,670,217.87
5,160,248.87

0.00

286,007.57
1,174,499.93
240,103.38
789,420.13
2,670,217.87
5,160,248.87

2. HWY Corridors - 729300/75383

25%

531,193.97

321,937.09

480,214.08

560,261.53

374,048.01

441,807.69

-

454,645.59

572,086.06

381,707.44

356,441.99

207,808.36

4,682,151.80

-

4,682,151.80

3. TRANSIT/PARATRANSIT - 729400/75384
Santa Cruz Metro (SCMTD) 16%
Community Bridges - 4%

20%
80%
20%

424,955.17
339,964.14
84,991.03

257,549.67
206,039.74
51,509.93

384,171.26
307,337.01
76,834.25

448,209.22
358,567.38
89,641.84

299,238.41
239,390.73
59,847.68

353,446.16
282,756.92
70,689.23

-

363,716.47
290,973.18
72,743.29

457,668.85
366,135.08
91,533.77

305,365.95
244,292.76
61,073.19

285,153.59
228,122.87
57,030.72

166,246.68
132,997.35
33,249.34

3,745,721.44
2,996,577.15
749,144.29

-

3,745,721.44
2,996,577.15
749,144.29

4. ACTIVE TRANSPORTATION - 729500/75385

17%

361,211.90

218,917.22

326,545.57

380,977.84

254,352.65

300,429.23

-

309,159.00

389,018.52

259,561.06

242,380.55

141,309.68

3,183,863.22

-

3,183,863.22

5. RAIL CORRIDOR - 729600/75386

8%

169,982.07

103,019.87

153,668.50

179,283.69

119,695.36

141,378.46

-

145,486.59

183,067.54

122,146.38

114,061.44

66,498.67

1,498,288.57

-

1,498,288.57

2,124,775.87

1,287,748.37

1,920,856.31

2,241,046.12

1,496,192.04

1,767,230.78

-

1,818,582.35

2,288,344.26

1,526,829.75

1,425,767.95

831,233.42

18,728,607.24

-

18,728,607.24

2,191,712.63

1,338,299.59

1,983,801.17

2,310,258.97

1,550,823.72

1,827,168.28

0.00

1,879,525.11

2,362,578.02

1,584,808.11

1,481,589.03

874,363.49

19,384,928.12

0.00

19,384,928.12

1. NEIGHBORHOOD - 729200/75382
SLV SR9
HWY 17 Wildlife

City of Capitola
City of Santa Cruz
City ofScotts Valley
City of Watonville
County of Santa Cruz

DISTRIBUTED TO INVESTMENT CATEGORIES

100%

TOTAL ADMIN & IMPLEM AND INVESTMENT CATEGORIES

I:\FISCAL\Measure D\2Distribution To Investment Category\FY2020\[FY2020 11 May 2020 Measure D Distribution.xlsx]Detail

10-1


THIS PAGE INTENTIONALLY LEFT BLANK
TO: Regional Transportation Commission (RTC)  
FROM: Luis Pavel Mendez, Deputy Director  
RE: Fiscal Year (FY) 2020-21 Work Program

RECOMMENDATIONS
Staff recommends that the Santa Cruz County Regional Transportation Commission (RTC) adopt the attached resolution (Attachment 1) approving the draft final fiscal year (FY) 2020-21 RTC work program (Exhibit A to Attachment 1).

BACKGROUND
Each year the RTC works with Caltrans to prepare a work program for the following fiscal year based on the budget approved by the RTC as well as state and federal requirements. The work program is required for RTC to receive federal and state transportation planning funds and must include the work necessary to meet federal and state transportation planning requirements. The RTC’s work program also includes all of the other work that the RTC performs. The work program provides summary information on the work that the RTC will perform with the state and federal planning funds as well as a summary schedule and work products.

DISCUSSION
RTC staff prepared a draft FY 2020-21 work program for the RTC and submitted it to Caltrans for review. The draft final included as Exhibit A to Attachment 1 has incorporated Caltrans comments and suggestions. As in past years, the FY 2020-21 RTC work program (Exhibit A to Attachment 1) addresses state-mandated responsibilities and RTC priorities including:

- Implementation of the 2040 Regional Transportation Plan (RTP) and 2040 Metropolitan Transportation Plan/Sustainable Communities Strategy (SCS) in cooperation and coordination with AMBAG, neighboring regional transportation planning agencies, Caltrans and local jurisdictions;
- Production of the 2045 RTP and 2045 Metropolitan Transportation Plan (MTP)/SCS in coordination with AMBAG, Caltrans, neighboring regional transportation planning agencies and other partners;
- Production and implementation of the various required state and federal funding documents including the Regional Transportation Improvement Program (RTIP);
- Completion of design and environmental documents for Highway 1 auxiliary lane, bicycle and pedestrian overcrossing, and bus on shoulder projects and ensure their construction and ensure their construction;
• Implementation of the federal transportation law, Fixing America’s Surface Transportation (FAST) Act;
• Management, operation and planning for the Santa Cruz Branch Rail Line;
• Implementation of the Measure D ½-cent transactions and use tax for transportation;
• Continued maintenance and enhancement of various public information outlets, including information and outreach in Spanish;
• Continued work with project sponsors and funding agencies on securing funds for high priority projects for all modes of transportation;
• Implementation of the Monterey Bay Sanctuary Scenic Trail (MBSST) Network master plan;
• Monitor and participate in local, state and federal efforts to address global warming and sustainability;
• Continued services to Santa Cruz area travelers through the Cruz511, SAFE callbox, Safe on 17 and Freeway Service Patrol programs, including coordination with partner agencies to ensure the best possible service.

Staff recommends that the Santa Cruz County Regional Transportation Commission (RTC) adopt the attached resolution (Attachment 1) approving the draft final FY2020-21 RTC work program (Exhibit A to Attachment 1).

FISCAL IMPACT

The work program is consistent with the approved RTC budget and summarizes the work to be done by the RTC using the budget already approved by the RTC. The budget includes a variety of federal, state and local funding sources that will be used to fund the work described in the work program. Some work may be completed within the 2020-21 fiscal year and some may not. The work not completed within the fiscal year will roll over to the next fiscal year along with its corresponding funding.

SUMMARY

The RTC must prepare a work program to receive state and federal transportation planning funds. The attached draft final FY 2020-21 RTC work program includes state-mandated responsibilities and RTC priorities. The draft FY 2020-21 work program has been reviewed by Caltrans and their comments and suggestions have been incorporated. Staff recommends that the RTC adopt the attached resolution (Attachment 1) approving the draft final FY 2020-21 RTC work program (Exhibit A to Attachment 1).

Attachments:
1. Resolution approving the Draft Final FY 2020-21 Work Program

S:\RTC\TC2020\TC0620\Consent Agenda\FY2021 WorkProg\FY12021WkPrg-SR.docx
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission

on the date of June 4, 2020
on the motion of
duly seconded by

A RESOLUTION ADOPTING THE FY 2020-21 WORK PROGRAM FOR
THE REGIONAL TRANSPORTATION COMMISSION

WHEREAS, the Santa Cruz County Regional Transportation Commission
adopts and periodically amends a budget and work program for each fiscal year to
guide its expenses and work;

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

1. The FY 2020-21 Work Program for the Santa Cruz County Regional
   Transportation Commission (RTC) is hereby adopted as shown in Exhibit A; and

2. The RTC executive Director is authorized to make revisions and amendments to
   the FY 2020-21 Work Program for the Santa Cruz County Regional
   Transportation Commission as needed to incorporate RTC budget changes, and
   to ensure state approval and receipt of planning funds secured by the RTC by
   formula or grant award.

AYE: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS

________________________________________
Bruce McPherson, Chair

ATTEST:

________________________________________
Guy Preston, Secretary

Attachment: Exhibit A - SCCRTC FY 2020-21 RTC Work Program
EXHIBIT A

Santa Cruz County Regional Transportation Commission

FISCAL YEAR 2020 - 2021
FINAL DRAFT WORK PROGRAM

Final Draft May 27, 2020
# Table of Contents

<table>
<thead>
<tr>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
</tr>
<tr>
<td>A. Work Element 101 – Overall Work Program</td>
</tr>
<tr>
<td>B. Work Element 102 – Transportation Development Act Administration</td>
</tr>
<tr>
<td>C. Work Element 112 – Transportation Plans Coordination and Interagency Liaison</td>
</tr>
<tr>
<td>D. Work Element 113 – Public Participation Program</td>
</tr>
<tr>
<td>E. Work Element 177 – Freeway Service Patrol</td>
</tr>
<tr>
<td>F. Work Element 178 – Service Authority for Freeway Emergencies</td>
</tr>
<tr>
<td>G. Work Element 179 – Transportation Demand Management: Cruz511/Rideshare</td>
</tr>
<tr>
<td>H. Work Element 401a – SC Branch Rail Line Network Intgr Study &amp; High Capacity Transit Alt Analysis</td>
</tr>
<tr>
<td>I. Work Element 614 – Bicycle and Pedestrian Planning</td>
</tr>
<tr>
<td>J. Work Element 615 – Bicycle and Pedestrian Projects and Programs</td>
</tr>
<tr>
<td>K. Work Element 621 – Elderly and Disabled and Americans with Disabilities Act</td>
</tr>
<tr>
<td>L. Work Element 622 – Transportation Planning for the Region</td>
</tr>
<tr>
<td>M. Work Element 641 – Transportation Improvement Program</td>
</tr>
<tr>
<td>N. Work Element 682 – Rail Program</td>
</tr>
<tr>
<td>O. Work Element 683 – Highway and Roadway Planning</td>
</tr>
<tr>
<td>P. Work element 684 – Highway 1 Corridor Investment Program</td>
</tr>
<tr>
<td>Q. Work Element 801 – Measure D Implementation</td>
</tr>
<tr>
<td>R. SCCRTC Work Program Funding Summary</td>
</tr>
</tbody>
</table>
INTRODUCTION

Santa Cruz County is the second smallest of California’s 58 counties with 445 square miles of land area. Santa Cruz County is on the coast 65 miles south of San Francisco, 35 miles north of Monterey, and 35 miles southwest of Silicon Valley. The California Department of Finance estimates the population of Santa Cruz County for 2020 at 271,233 and is estimated to increase to nearly 310,000 (14%) by 2040. The largest population (133,493) is in the unincorporated area of the county and the remainder in the four incorporated cities of Capitola (10,108), Scotts Valley (11,693), Watsonville (51,515) and Santa Cruz (64,424). About 80% of the population lives in approximately 20% of the area of the county. The population is clustered primarily along the coast between the City of Santa Cruz and Aptos and in Watsonville, Scotts Valley and the San Lorenzo Valley. Seniors aged 70 and over make up about 8.6% of the current population and will make up about 18% of the population in 2040.

Most work trips (76.8% or 96,000) are within county boundaries; however, 16.8% or 21,000 of Santa Cruz County commuters travel to San Francisco Bay Area counties, about 4.8% or 6,000 to Monterey County and about 1.6% or 2,000 go elsewhere. There are also about 17,000 who commute into Santa Cruz County for work. The Santa Cruz Conference and Visitors Council estimates that approximately 3 million people visit Santa Cruz County per year and the great majority during the summer months. Nearly one third of Santa Cruz County residents – notably children, the elderly and disabled, and low income individuals and families who cannot afford a car – do not drive a personal vehicle. The vast majority of Santa Cruz County's low income and minority populations live in the south eastern part of the County in and around the City of Watsonville and much of their employment is located in and around the City of Santa Cruz.

The demographics, geography, availability of jobs, and desirability of Santa Cruz County as a place to call home and visit significantly impact travel in Santa Cruz County and creates a variety of challenges. This fiscal year (FY) 2020/2021 overall work program for Santa Cruz County provides a summary of the work that the RTC undertakes to address those challenges with the resources that are available to the region. This includes the work of the RTC as a regional transportation planning agency, the authority for implementation of Measure D, and the various other functions of the Regional Transportation Commission. With input from partner agencies, the business community and the public, the RTC works to address the travel needs of the community through its planning work, its funding decisions and the projects and programs implemented. With the aid of those partnerships, the RTC crafted a ballot measure, Measure D, which was approved in 2016 by a super majority of Santa Cruz County voters and brings in new local revenue for transportation and helps to implement goals and address the challenges of the 2040 Regional Transportation Plan (RTP). Figure 1 below shows the Santa Cruz County transportation planning area along with the major transportation corridors.
Major Santa Cruz County Transportation Corridors

Figure 1
SOURCE: SCCRTC
The Regional Transportation Commission

The RTC was created in 1972 to allocate funds raised by the state Transportation Development Act, which sets aside one quarter-cent of the state sales tax for local transportation purposes. The RTC is now designated in state statute as the Regional Transportation Planning Agency for Santa Cruz County. Responsibilities of this designation include preparation of the long range Regional Transportation Plan, dissemination of local, state and federal funding, and setting local transportation policy.

With 12 (twelve) voting members representing all of the county’s supervisorial districts, each of the cities and the transit district plus Caltrans as an ex-officio or non-voting member (see Figure 2 below) and a staff of 19 (nineteen) full and part-time employees, the RTC works to deliver a full range of convenient, reliable and efficient transportation choices for the community. While promoting long-term sustainability, the RTC provides transportation services, construction management, planning and funding for all travel modes. The RTC board meets once per month for their regular televised meetings and as needed for a Transportation Policy Workshop (TPW). The RTC also serves as the Service Authority for Freeway Emergencies (SAFE) for Santa Cruz County. On Highway 1 and 17, the RTC SAFE provides roadside call box services and Freeway Service Patrol tow trucks that quickly respond to and clear highway incidents. In addition, the RTC serves as the “Local Transportation Authority” responsible for implementation of Measure D, the Santa Cruz County Transportation Improvement Plan Measure, which was approved in November 2016 by over two-thirds of Santa Cruz County voters.

To help ensure ample community participation, the RTC works with the area’s local and regional agencies, community groups, non-profit organizations, business groups and the public at large not only through its public meetings but also public meetings of the following advisory committees who provide recommendations to the RTC:

- The Budget and Administration/Personnel Committee consists of 5 commissioners selected annually by the RTC and provides oversight and recommendations on Commission administration, budget, policy, finance, audit, and personnel issues.

- The RTC’s Bicycle Committee advises the RTC and project sponsors on bicycle-related activities/issues and reviews bicycle-related projects submitted to the RTC for funding.

- The Elderly and Disabled Transportation Advisory Committee serves in an advisory capacity not only to the RTC, but also to the Santa Cruz Metropolitan Transit District, the county’s Consolidated Transportation Service Agency (Community Bridges), and local jurisdictions on the planning, funding, and provision of transportation services and pedestrian facilities for seniors and people with physical, mental and economic disabilities. The Elderly and
Disabled Transportation Advisory Committee also serves as the designated Social Service Advisory Council, as established by the state.

Santa Cruz County
Regional Transportation Commission

Figure 2
• The Interagency Technical Advisory Committee is composed of planning and public works representatives from the four cities, County of Santa Cruz, University of California, Santa Cruz (UCSC), Cabrillo College, the Pajaro Valley Transportation Management Association, Ecology Action’s Transportation Membership Services program, the Santa Cruz Metropolitan Transit District, Association of Monterey Bay Area Governments, Monterey Bay Unified Air Pollution Control District, and Caltrans. The committee coordinates transportation capital improvement projects and functions as a forum for technical and policy issues.

• In addition to the RTC’s three advisory committees, the Traffic Operations System Oversight Committee provides input to Caltrans and the California Highway Patrol (CHP) on the use of changeable and stationary message signs (located on Highways 1 and 17), and other elements of the automated Traffic Operations System. Also, the Safe on 17 Task Force identifies and provides input to Caltrans and the CHP on Highway 17 safety projects and programs.

Transportation Goals and Challenges

The Santa Cruz County Regional Transportation Commission utilized an independent third party rating system called the Sustainable Transportation Analysis and Rating System (STARS) to develop a sustainability framework for the 2040 RTP. The goals, policies, performance measures and targets were developed with extensive public and partner input using STARS to form the foundation for a sustainable transportation plan. The measures are shaped by readily available data and are expected to evolve as new data becomes available. The goals for the 2040 RTP are as follows:

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.

Goal 2: Reduce transportation related fatalities and injuries for all transportation modes.

Goal 3: Deliver access and safety improvements cost effectively, within available revenues, equitable and responsive to the needs of all users of the transportation system and beneficially for the natural environment.

The Santa Cruz County RTP identifies measurable outcomes, called targets that are each linked to a sustainability goal. Incorporating targets into the goals and policies enables the Regional Transportation Commission to assess
how well the long range plan will perform over time in advancing the targets and address the following transportation challenges:

- **System Preservation** – Maintenance needs for the existing transportation network are increasing. Roadway, bikeway, sidewalk, bridge and other repairs must be addressed in parallel with capacity and operational enhancements. If ongoing routine maintenance needs are not addressed, the cost of deferred maintenance will grow exponentially, leaving little funding for new projects.

- **Safety** – The federal transportation act, Fixing America’s Surface Transportation Act (FAST) identifies safety as a national goal area and requires each state to set Safety Performance Management Targets in order to achieve a significant reduction in motorized and non-motorized traffic fatalities and serious injuries on all public roads. The Metropolitan Planning Organizations must also establish targets in coordination with the state.

- **Congestion** – Traffic congestion exists in Santa Cruz County and will not go away in the foreseeable future. Population growth and region-wide jobs to housing imbalances that encourage driving as the mode of choice result in more drivers making more automobile trips. The frequent traffic jams on Highway 1 are the most obvious example of congestion on county roadways.

- **Environmental and Public Health** – A sustainable transportation system can play a vital role in the environmental health of Santa Cruz County and the health of its residents. Greenhouse gas emissions (GHG) have global environmental and public health effects, and air pollutants can affect both the environment and public health on a regional scale. The link between limited use of active transportation, such as biking and walking, and adult and childhood obesity is increasingly strengthened through research. Strategies for addressing this concern are being discussed at federal, state and local levels.

- **Energy** – Global energy demands are predicted to grow by 30% by 2040 as emerging economies increase their energy use comparable to other major energy consuming nations. Transportation relies heavily on fossil fuel which is a finite commodity. It cannot be assumed that fossil fuel will be abundant and inexpensive into the foreseeable future.

- **Economy** – The economic vitality of a region can be affected by transportation in a number of ways. Improved access is likely to positively affect businesses through faster goods movement and increased tourist activity. Implementation of transportation projects can provide jobs, and the smaller the percentage of household income that goes to transportation, the greater the amount of money that is available to go back into the local economy.
• Funding – Funding for transportation in Santa Cruz County has notably improved in the last couple of years. Measure D, approved by Santa Cruz County voters in 2016, provides approximately $20 million in revenues per year from sales taxes that are dedicated for use on the transportation categories approved by voters. In 2017, the California legislature provided more stable funding for transportation for the first time in nearly 25 years with passage of Senate Bill 1 (SB1).

The 2040 RTP endeavors to work toward a sustainable transportation system that addresses these challenges and results in safer, healthier and more efficient travel choices that provide improved multimodal access to opportunities such as jobs, education, and healthcare for our residents.

**Funding Transportation Needs**

Thanks to the passage of SB1, which was upheld by California voters through rejection of Proposition 6 in 2018, and the approval of Measure D in 2016 by a supermajority of Santa Cruz County’s transportation system is better than it has been in many years. However, the amount of funding available is still quite insufficient to meet all of the communities transportation needs. According to 2040 RTP the funding need is $7.1 billion and the available funds are $3.76 billion. The various sources of funding available to the Regional Transportation Commission include State Transportation Improvement Program (STIP) funds, Surface Transportation Block Grant (STBG) funds, Regional Surface Transportation Program (RSTP) Exchange funds, Transportation Development Act (TDA) funds, Measure D funds and funds established through SB1 for various funding programs. The RTC uses these funds to meet the transportation goals and address the transportation challenges of the community, and establishes its funding decisions through the Regional Transportation Improvement Program (RTIP).

The RTIP is developed biennially by the RTC and is due to the CTC by December 15 of every odd numbered year. The program of projects in the RTIP is a subset of projects in the Regional Transportation Plan (RTP), which is developed through an extensive public participation process in the region and reflects the unique mobility, sustainability, and air quality needs of the community. As set forth in the California Transportation Commission (CTC) STIP Guidelines, the RTIP is based on the Regional Transportation Plan that has been developed and updated pursuant to Government Code Section 65080, and a region-wide assessment of transportation needs and deficiencies.

The RTIP is developed in consultation with stakeholders and partner agencies, including Caltrans, the County of Santa Cruz, the cities of Capitola, Santa Cruz, Scotts Valley and Watsonville, the Santa Cruz Metropolitan Transit
District (SCMTD), the University of California at Santa Cruz (UCSC), and local non-profits that provide community transportation services or implement local transportation programs. As stated above, the RTIP is reflective of the Santa Cruz County Regional Transportation Plan (RTP), which calls for a balanced multimodal transportation system.

**Community Participation**

Santa Cruz County is a very engaged community and community participation is a very important and integral part of all of the work done by the RTC. The RTC engages with the community through its various public meetings of the Commission and its committees. Committees include an Interagency Technical Advisory Committee, a Bicycle Advisory Committee, and an Elderly and Disabled Transportation Advisory Committee. The RTC also establishes work groups for planning and funding efforts and develops community participation plans that regularly include open houses, workshops, online surveys, and outreach through email lists, social media, traditional media, radio, television and at established local events. In addition, the RTC produces materials in Spanish and conducts outreach in Spanish to better engage with the Spanish speaking members of the community, about 26% of the population.

**The Work Program**

The fiscal year (FY) 2020-21 work program for the Santa Cruz County Regional Transportation Commission (SCCRTC) describes the activities, to help meet the goals and address the challenges described in the Regional Transportation Plan using the available transportation funds. During the fiscal year beginning July 1, 2020 and ending June 30, 2021 those activities include the following mandated responsibilities and SCCRTC priorities:

- implementation of the 2040 Regional Transportation Plan and 2040 Metropolitan Transportation Plan/Sustainable Communities Strategy in coordination and cooperation with the Association of Monterey Bay Area Governments (AMBAG), the Transportation Agency for Monterey County (TAMC) the San Benito Council of Governments (SBtCOG), local jurisdictions, Caltrans and other local and regional agencies;
- production of the 2045 Regional Transportation Plan and 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy in coordination with AMBAG, Caltrans, TAMC, SBtCOG and other local and regional agencies;
- production and implementation of the various required state and federal funding documents including the Regional Transportation Improvement Program (RTIP);
- implementation of the Highway 1 Investment Program which includes environmental work, design work and construction of auxiliary lanes/bus on shoulder projects and bicycle and pedestrian overcrossings from Freedom Boulevard to Soquel Drive;
- management, operation, planning and improvement of the Santa Cruz Branch Rail Line;
• continuation of bridge and track rehabilitation work on the Sana Cruz Branch Rail Line;
• implementation of the master plan for the Monterey Bay Sanctuary Scenic Trail (MBSST) Network, which includes environmental work, design work and construction of a variety of trail segments from Davenport to Watsonville;
• continued work to carry out the RTC’s responsibilities to monitor and coordinate with Caltrans and local agencies on timely implementation of state highway and local projects with state or federal funding participation;
• continued work with project sponsors and funding agencies on securing funds for high priority projects for all modes of transportation;
• continued services to Santa Cruz area travelers through the SAFE callbox, Safe on 17 and Freeway Service Patrol programs, including coordination with partner agencies to ensure the best possible service;
• continued implementation of a the Cruz511 program for Santa Cruz County travelers with the added Commute Manager program;
• continuation of the Bike to Work and the Community Traffic Safety Coalition’s bicycle and pedestrian education programs;
• continued maintenance and enhancement of a variety of public information outlets, which include information and outreach in Spanish;
• continued development and implementation of systems necessary to ensure that the RTC continues to function efficiently and effectively as an independent government agency;
• monitor and participate in local, state, and federal efforts to address global warming and sustainability;
• implement the federal transportation law, Fixing America’s Surface Transportation (FAST) Act;
• maximize the transportation benefits of the Road Repair and Accountability Act of 2017 (SB1);
• implement the new Measure D ½-cent transactions and use tax for transportation to maximize the benefits to the community; and
• pursuit of any and all funding sources for transportation projects in the region including the development of local funding sources as well as seeking other new sources.

Through the activities listed in this work program, the RTC works to deliver a full range of safe, convenient, reliable and efficient transportation choices for the community taking into account sustainability, equity and economic vitality. The RTC also addresses the planning factors listed in the FAST Act and Table 1 below shows which planning factors are addressed by each of the work program elements.
### Table 1: Fixing America's Surface Transportation (FAST) Act Planning Factors

<table>
<thead>
<tr>
<th></th>
<th>WE 101</th>
<th>WE 102</th>
<th>WE 113</th>
<th>WE 177</th>
<th>WE 178</th>
<th>WE 401a</th>
<th>WE 614</th>
<th>WE 615</th>
<th>WE 621</th>
<th>WE 622</th>
<th>WE 641</th>
<th>WE 682</th>
<th>WE 683</th>
<th>WE 684</th>
<th>WE 801</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Note: This table indicates which work program elements contribute to the overall goal of the particular federal MAP-21/FAST Act planning factors.
WORK ELEMENT NUMBER 101

Agency: SCCRTC
Project Manager: Luis Pavel Mendez, Deputy Director
Total Budget: $35,000

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>35,000</td>
<td>0</td>
<td>State RPA</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td>0</td>
<td>0</td>
<td>Local</td>
<td>35,000</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>35,000</strong></td>
<td><strong>0</strong></td>
<td><strong>TOTAL</strong></td>
<td><strong>35,000</strong></td>
<td><strong>0</strong></td>
</tr>
<tr>
<td>% Federal</td>
<td></td>
<td></td>
<td></td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

Project Description

Develop, maintain, and oversee the annual work program and budget to carryout the transportation planning activities of the Santa Cruz County Regional Transportation Commission (SCCRTC) in accordance with federal, state and local requirements and available funding. This includes OWP development, coordination, and meetings with local, regional, state and federal agencies (including AMBAG, Caltrans, FHWA, TAMC and San Benito COG) to ensure that the entire three-county region is meeting federal requirements. Additionally, this work element provides monitoring and review of policy and legislative activities that impact the production, coordination, implementation and requirements of the OWP. Further duties include quarterly reporting to verify progress in implementing the work program.

Project Product(s)

- FY 2021-22 Overall Work Program and Budget and amendments; amendments to the FY 2020-21 OWP and Budget; quarterly and annual progress reports.

Federally Eligible Task

- Develop and implement annual Overall Work Program and Budget

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Deliverable</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Finalize FY 2019-20 revenues and expenditures</td>
<td>Revenues and expenditures files</td>
<td>8/17/2020</td>
</tr>
<tr>
<td>2</td>
<td>Produce final FY 2019-20 work program quarterly report and provide to Caltrans</td>
<td>Final FY 2019-20 quarterly report</td>
<td>8/17/2020</td>
</tr>
<tr>
<td>3</td>
<td>Prepare and adopt the annual fall FY 2020-21 budget and overall work program amendment</td>
<td>FY 2020-21 amendment and staff reports</td>
<td>11/9/2020</td>
</tr>
<tr>
<td>4</td>
<td>Produce FY 2020-21 quarterly work program reports and provide to Caltrans</td>
<td>Three FY 2020-21 quarterly work program reports</td>
<td>10/30/2020, 01/21/2021, 04/30/2021</td>
</tr>
<tr>
<td>No.</td>
<td>Task Description</td>
<td>Responsible Parties</td>
<td>Date</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>5</td>
<td>Prepare for and participate in annual OWP kick-off meeting with TAMD, AMBAG, Caltrans, FHWA, FTA, SBTCOG, SCMTD and MST.</td>
<td>Meeting with regional partners, agenda and materials</td>
<td>12/18/2020</td>
</tr>
<tr>
<td>6</td>
<td>Develop FY 2021-22 draft work program and budget and provide document to Caltrans</td>
<td>Draft FY 2021-22 draft work program and budget</td>
<td>02/26/21</td>
</tr>
<tr>
<td>7</td>
<td>Prepare and adopt the annual spring FY 2020-21 budget and overall work program amendment and provide to AMBAG and Caltrans</td>
<td>Amendment and staff report</td>
<td>03/26/21</td>
</tr>
<tr>
<td>8</td>
<td>Participate in 2021-22 OWP development and coordination meetings with AMBAG, Caltrans and other agencies in the region</td>
<td>Meetings, agendas and materials</td>
<td>04/30/21</td>
</tr>
<tr>
<td>9</td>
<td>Incorporate comments/suggestions into final draft FY 2021-22 OWP and provide document to AMBAG and Caltrans</td>
<td>Final draft FY 2021-22 OWP</td>
<td>04/30/21</td>
</tr>
<tr>
<td>10</td>
<td>Prepare and present final FY 2021-22 OWP to SCCRTC board for approval</td>
<td>Final OWP and staff report</td>
<td>05/21/21</td>
</tr>
<tr>
<td>11</td>
<td>Update the Continuing Cooperative Agreement (CCA) with AMBAG consistent with the OWP and submit to AMBAG and Caltrans</td>
<td>Updated CCA &amp; staff report</td>
<td>06/14/21</td>
</tr>
<tr>
<td>12</td>
<td>Prepare other amendments to the FY 2020-21 budget and work program as necessary and submit to AMBAG and Caltrans</td>
<td>Amendments and staff reports (two estimated)</td>
<td>06/30/21</td>
</tr>
</tbody>
</table>
WORK ELEMENT NUMBER 102
Transportation Development Act Administration

Agency: SCCRTC
Project Manager: Luis Pavel Mendez, Deputy Director
Tracy New, Director of Finance and Budgets
Total Budget: $819,000

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>250,000</td>
<td>0</td>
<td>Local</td>
<td>819,000</td>
<td>0</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td>569,000</td>
<td>0</td>
<td></td>
<td>TOTAL</td>
<td>819,000</td>
</tr>
</tbody>
</table>

Project Description
The SCCRTC was originally created in 1972 under the Transportation Development Act (TDA). SCCRTC as Regional Transportation Planning Agency for Santa Cruz county implements and administers the Transportation Development Act for Santa Cruz County and distributes TDA Local Transportation Fund (LTF) and State Transit Assistance (STA) funds for planning, transit, bicycle facilities and programs, pedestrian facilities and programs and specialized transportation in accordance with state law and the unmet transit needs process.

Project Product(s)
Transportation Development Act and State Transit Assistance Funds apportionments, allocations and claims
Triennial performance audit and corresponding modifications
FY 2019-20 Fiscal Audit
Adopted Unmet Transit Needs List

Other Task (Nonfederal)
Manage, coordinate and distribute TDA and STA funds in accordance with state law and RTC rules and regulations and implement and administer the TDA in accordance with state law and requirements

Previous Accomplishments
Every three years, SCCRTC contracts for triennial performance audits of the transit operators and itself to ensure that the agencies are meeting the requirements of state TDA law. In FY 2018-19 a triennial performance audit for FYs 2015-16, 2016-17 and 2017-18 was initiated and completed in FY 2019-20. The RTC then implements recommendations of the audit accordingly. Annually, SCCRTC oversees the fiscal TDA audits for the transit operators in Santa Cruz County and itself. In FY 2019-20 TDA fiscal audits were completed for FY 2018-2019.

Task | Description                                                                 | Deliverable                                                                 | Completion Date |
-----|------------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------------|
1    | Coordinate review of appropriate TDA claims (estimate twelve) with advisory committees | Staff reports and resolutions                                                | 06/30/21        |
2    | Provide staff support to Budget and Administration/Personnel Committee         | Agendas and staff reports                                                    | 06/30/21        |
3    | Coordinate annual unmet transit needs process, including outreach to traditionally underrepresented communities, and adopt resolution of unmet transit needs finding | Staff reports, presentation, information materials (Spanish), public outreach, meetings and resolution | 06/30/21        |
4    | Maintain records and pay claims for TDA, STA and other trust fund accounts.   | Files, invoice processing and payments                                        | 06/30/21        |
<table>
<thead>
<tr>
<th></th>
<th>Task Description</th>
<th>Method/Communication</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Assist transit operators with annual financial audits</td>
<td>Phone calls, emails</td>
<td>06/30/21</td>
</tr>
<tr>
<td>6</td>
<td>Implement recommendations in most recent performance audit</td>
<td>Staff reports and modifications to processes and forms</td>
<td>06/30/21</td>
</tr>
<tr>
<td>7</td>
<td>Obtain TDA funds estimates from County Auditor Controller (estimate four)</td>
<td>Emails and estimate materials</td>
<td>06/30/21</td>
</tr>
<tr>
<td>8</td>
<td>Monitor TDA revenue receipts, compare to estimates and adjust estimates as necessary</td>
<td>Reports to B&amp;A/P Committee and RTC</td>
<td>06/30/21</td>
</tr>
<tr>
<td>9</td>
<td>Conduct the FY 2019-20 annual fiscal audit and implement suggested changes</td>
<td>Audit report and staff reports</td>
<td>06/30/21</td>
</tr>
<tr>
<td>10</td>
<td>Produce staff assignment lists, performance evaluations and personnel actions</td>
<td>Assignment list, individual staff meetings, evaluation forms</td>
<td>06/30/21</td>
</tr>
<tr>
<td>11</td>
<td>Prepare and submit to Caltrans the FY 2020-21 indirect cost allocation plan</td>
<td>ICAP report and staff report</td>
<td>06/30/21</td>
</tr>
<tr>
<td>12</td>
<td>Produce and distribute annual financial report</td>
<td>Financial report and staff reports</td>
<td>06/30/21</td>
</tr>
<tr>
<td>13</td>
<td>Coordinate, meet, confer and negotiate with labor representatives; such activities are included in the indirect cost allocation plan</td>
<td>Meetings, agenda and information materials</td>
<td>06/30/21</td>
</tr>
<tr>
<td>14</td>
<td>Update RTC's Title VI Civil Rights Program and Language Assistance Plan consistent with federal and state requirements</td>
<td>Updated Civil Rights Program a language assistance plan</td>
<td>06/30/21</td>
</tr>
<tr>
<td>15</td>
<td>Initiate process for a triennial performance audit of FY's 2018-19, 2019-20 and 2020-21</td>
<td>Staff reports, procurement and consultant contract</td>
<td>06/30/21</td>
</tr>
</tbody>
</table>
WORK ELEMENT NUMBER 112

Transportation Plans Coordination and Interagency Liaison

Agency: SCCRTC
Project Manager: Rachel Moriconi, Senior Transportation Planner
Total Budget: $184,600

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>140,000</td>
<td>0</td>
<td>State RPA</td>
<td>86,417</td>
<td>0</td>
</tr>
<tr>
<td>Contractual</td>
<td>44,600</td>
<td>0</td>
<td>Local</td>
<td>98,183</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>184,600</td>
<td>0</td>
<td>TOTAL</td>
<td>184,600</td>
<td>0</td>
</tr>
</tbody>
</table>

% Federal: 0%

Note: No project development nor project implementation tasks included in this work element will be funded by Rural Planning Assistance (RPA) funds.

Project Description
This is an ongoing element concerned with the coordination of regional transportation planning activities consistent with federal and state law to maintain a coordinated approach to transportation planning on a local, regional, state and federal level that addresses all aspects of the transportation system, including safety. This includes coordinated implementation of the federal FAST Act and the State's Senate Bill 1, the Road Repair and Accountability Act of 2017.

Project Product(s)
- Agendas, minutes, reports and presentation materials for Interagency Technical Advisory Committee meetings
- Reports and presentation materials for RTC meetings
- Agendas, notes and materials for meetings with representatives from local, regional and state entities

Federally Eligible Task
Coordinate the implementation of the FAST Act requirements as it relates to regional transportation planning and monitoring

Proposed Expenditure of Federal Funding
0%

Previous Accomplishments
The SCCRTC worked with AMBAG and TMC to ensure a coordinated effort for the production of the 2040 RTP/MTP and is currently working with those and other agencies on the production of the next RTP/MTP. The SCCRTC held regular meetings of the Interagency Technical Advisory Committee (ITAC) and SCCRTC staff held meetings with Santa Cruz Metro, AMBAG, TMC, San Benito COG, VTA, educational institutions, non-profits, local jurisdictions, the Air District, other regional agencies and Caltrans to discuss and implement coordination efforts.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Deliverable</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Collect, process and transmit information on funding, plans and related activities to facilitate interagency communication</td>
<td>Phone calls, emails, and information materials</td>
<td>06/30/21</td>
</tr>
<tr>
<td>2</td>
<td>Participate in, prepare and distribute agendas and staff reports for RTC and committee meetings (estimate five ITAC meetings)</td>
<td>Agendas and staff reports</td>
<td>06/30/21</td>
</tr>
</tbody>
</table>
Meet quarterly with Caltrans to coordinate planning and programming activities and prepare materials for meetings

Coordinate on planning and programming with other agencies throughout the state through participation in the Regional Transportation Planning Agencies group, the Central Coast Coalition and the California Transportation Commission

Participate in the MTP/SCS Steering Committee with AMBAG, TAMC, SBCOG, and transit agencies to coordinate Santa Cruz County efforts with those of other transportation planning agencies in the region

Participate in Santa Cruz METRO board meetings and Santa Cruz METRO/RTC management meetings and communicate with other agencies in the region to help ensure regional transit planning coordination

Continue to coordinate with Caltrans, AMBAG and other partner agencies on improved planning for the movement of goods into, out of and through the region, including designation of Critical Urban/Rural Freight Corridors

Work with the City of Watsonville, Caltrans Aeronautics and other partner agencies to update and implement the master plan for the Watsonville airport to help ensure efficient access to and from the airport

Exchange information concerning transportation planning, and funding with local jurisdictions, Caltrans, AMBAG, Santa Cruz Metro, the Air District, UCSC, and other federal, state and local agencies

Prepare reports and materials for the Interagency Technical Advisory Committee (ITAC) to facilitate planning and programming coordination among all of the various transportation partners represented on the Committee - (public works departments, planning departments, transit district, UCSC, Caltrans, AMBAG, Air District)

Monitor and participate in efforts at the federal, state and local level related to reduction of VMT and other transportation planning and programming measures to reduce green house gases (GHG) and address global warming

Monitor and participate in efforts at the federal, state and local level and with law enforcement agencies to address and improve the safety of the transportation system

Prepare for and participate in meetings of the AMBAG Board as an ex-officio representative

Coordinate with business and community organizations, and task forces, including those who engage traditionally underrepresented communities, on transportation planning, and funding issues

With the assistance of consultant services, stay informed on state and federal legislative, regulatory and budgetary changes and proposed changes affecting transportation to more effectively and efficiently coordinate current transportation activities with changing requirements - (consultant and RTC)

With the assistance of consultant services, communicate with legislative officials and others on the effective and efficient coordination of proposed legislative and budgetary changes with current transportation planning activities - (Consultants and RTC)

Continue to work with Interagency Technical Advisory Committee members and other transportation partners to cooperatively develop and pursue grant opportunities for transportation studies and development of transportation plan components and funding

Meetings, phone calls, emails and information materials

Five ITAC meetings, agendas and packets

Meeting participation, meeting notes, agendas

Agendas, materials, notes, communications and MTP/SCS

Agendas, materials, notes, communications and coordinated transit plans

Communications with partner agencies, meetings

Communications with partner agencies, meetings

Meetings, phone calls, emails and information materials

Conference calls, meetings and notes

Conference calls, meetings and notes

Meetings and notes

Presentations, phone calls, meetings and materials in Spanish

Consultant reports, Staff reports and information materials

Phone calls, emails, letters and meetings

Joint grant applications

06/30/21

06/30/21

06/30/21

06/30/21

06/30/21

06/30/21

06/30/21

06/30/21

06/30/21

06/30/21

06/30/21

06/30/21

06/30/21

06/30/21

06/30/21

06/30/21
| 18 | Monitor and participate in efforts at the state and regional level to effectively implement the requirements of the FAST Act and SB1—The Road Repair and Accountability Act of 2017, including federal rulemaking, guidelines and performance measure requirements. | Phone calls, emails, meetings, notes and information materials | 06/30/21 |
| 19 | Develop partnerships with local agencies responsible for land use decisions to facilitate coordination of transportation planning with land use, open space, job-housing balance, environmental constraints, and growth management; this includes intergovernmental review of CEQA documents and development plans in coordination with other agencies including Caltrans. | Phone calls, teleconferences, emails, notes and information materials | 06/30/21 |
| 20 | Participate in coordination of traveler information including quarterly meetings. | Communications with partner agencies, meetings | 06/30/21 |
WORK ELEMENT NUMBER 113  
Public Participation Program

Agency: SCCRTC  
Project Manager: Shannon Munz, Communications Specialist  
Total Budget: $110,000

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>60,000</td>
<td>0</td>
<td>Local</td>
<td>110,000</td>
<td>0</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td>50,000</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>110,000</td>
<td>0</td>
<td></td>
<td>TOTAL</td>
<td>110,000</td>
</tr>
</tbody>
</table>

% Federal 0%

Project Description

This work element includes public participation activities that support the overall public participation program of the SCCRTC but are not attributable to a specific project, program or activity. This includes general maintenance of the RTC website and social media outlets and responding to general inquiries regarding the SCCRTC.

Project Product(s)

Well functioning website and social media outlets and updated general postings, press releases, e-news, SCCRTC meeting highlights, year in review communicating notable accomplishments for the previous year; broadcasts of RTC meetings

Previous Accomplishments

The SCCRTC migrated its overhauled website to more current technology that offers more efficient maintenance and integration with social media outlets.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Deliverable</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide information to and solicit information from the community at large regarding the general functions and duties of the RTC using the media, internet, advertisements, in-office and partner organization contact distribution mechanisms and presentations to local groups as a means to involve the public in the transportation planning process</td>
<td>Updated and functioning website</td>
<td>6/30/2021</td>
</tr>
<tr>
<td>2</td>
<td>Use print and electronic media to disseminate and solicit information to and from traditionally underrepresented populations</td>
<td>Bilingual print and electronic media</td>
<td>6/30/2021</td>
</tr>
<tr>
<td>3</td>
<td>Fully implement and updated as necessary the RTC’s Title VI Civil Rights Program and Language Assistance Plan and fully investigate and monitor all Title VI complaints</td>
<td>Webpage, postings, agendas, forms and list of complaints and investigations</td>
<td>6/30/2021</td>
</tr>
<tr>
<td>4</td>
<td>Broadcast regular RTC meetings and public hearings countywide on Community TV</td>
<td>Televised RTC meetings</td>
<td>6/30/2021</td>
</tr>
<tr>
<td>5</td>
<td>Utilize Spanish translation services during SCCRTC meetings, public workshops and public hearings</td>
<td>Translators at meetings</td>
<td>6/30/2021</td>
</tr>
<tr>
<td>6</td>
<td>Continue to provide outreach to the community regarding ways to improve safety as users of the transportation system.</td>
<td>Bilingual print and electronic media and public presentations</td>
<td>6/30/2021</td>
</tr>
<tr>
<td>7</td>
<td>Publicize regional and state news items at the request of Caltrans, including lane closure reports and news releases</td>
<td>Webpage and social media postings, enews</td>
<td>6/30/2021</td>
</tr>
<tr>
<td>8</td>
<td>Work to include Native American tribes/bands (including non-federally recognized) withing Santa Cruz County region in public participation outreach efforts</td>
<td>Print and electronic media inclucing enews</td>
<td>6/30/2021</td>
</tr>
</tbody>
</table>
WORK ELEMENT NUMBER 177 Freeway Service Patrol (FSP)

Agency: SCCRTC        Project Manager: Amy Naranjo, Transportation Planner        Total Budget: $451,007

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>86,500</td>
<td>0</td>
<td>Caltrans FSP</td>
<td>258,026</td>
<td>0</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td>364,507</td>
<td>0</td>
<td>Measure D</td>
<td>192,981</td>
<td>0</td>
</tr>
<tr>
<td>Reserves</td>
<td>0</td>
<td>0</td>
<td>STIP</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>451,007</td>
<td>0</td>
<td>TOTAL</td>
<td>451,007</td>
<td>0</td>
</tr>
</tbody>
</table>

Project Description
SCCRTC Freeway Service Patrol (FSP) operates on Highways 1 and 17 in Santa Cruz County to assist stranded or stalled motorists, and to remove collisions and freeway debris that cause episodic traffic congestion. SCCRTC works closely with Caltrans and California Highway Patrol to implement the program.

Project Product(s)
Freeway Service Patrol towing services, invoices, service contracts, funding agreements, service statistics and reports

Other Task (Nonfederal)
Implement county level Freeway Service Patrol

Previous Accomplishments
In FY 2018-19 and 2019-20, the RTC worked with the CHP and Caltrans to incorporate the new SB1 funds into the program including funds available for services provided by the CHP. In FY 2017-18 and FY 2018-19, SCCRTC participated with other FSP agencies in the state and Caltrans on the development and implementation of funding guidelines for additional state FSP funding made available through the passage of SB1—the Road Repair and Accountability Act of 2017. In FY 2016-17, SCCRTC completed a procurement process and established new tow service contracts and worked with other FSP programs throughout the state to increase state funding for FSP.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Deliverables</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide supplies as needed, monitor use, evaluate future program needs, and process invoices for payment of service from contractors.</td>
<td>Tow truck service to motorists, invoices, purchase orders, statistics, and reports</td>
<td>06/30/21</td>
</tr>
<tr>
<td>2</td>
<td>Conduct procurement process to implement new tow service contract prior to expiration of existing contracts</td>
<td>Request for proposals, staff reports and new tow service contracts</td>
<td>06/30/21</td>
</tr>
<tr>
<td>3</td>
<td>Conduct quarterly training and informational meetings with Caltrans, CHP and tow operators and partner with TAMC for the quarterly trainings</td>
<td>Training sessions, agendas and materials</td>
<td>06/30/21</td>
</tr>
<tr>
<td>4</td>
<td>Continue to provide tow truck service to motorists through contracts with tow service providers and under supervision of the CHP (RTC, contractor, CHP)</td>
<td>Tow truck service to motorists, contracts for service, logs and invoices</td>
<td>06/30/21</td>
</tr>
<tr>
<td>5</td>
<td>Represent the RTC at statewide oversight committee meetings to demonstrate effectiveness and to maintain and increase state funding for FSP program</td>
<td>Meeting participation, reports, presentations</td>
<td>06/30/21</td>
</tr>
<tr>
<td></td>
<td>Improve data collection techniques and enhance data gathering equipment to improve truck tracking and vehicle dispatching capabilities.</td>
<td>Data reports and analysis</td>
<td>06/30/21</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>7</td>
<td>Work with other freeway service programs within region to enhance the program's cost-effectiveness</td>
<td>Cost effectiveness analysis</td>
<td>06/30/21</td>
</tr>
<tr>
<td>8</td>
<td>Prepare Annual Report</td>
<td>Annual report and presentation</td>
<td>06/30/21</td>
</tr>
<tr>
<td>9</td>
<td>Continue to promote the program and increase awareness</td>
<td>Outreach materials in English and Spanish</td>
<td>06/30/21</td>
</tr>
<tr>
<td>10</td>
<td>Continue to implement and monitor the usage and effectiveness of FSP tow truck service in cooperation with CHP and Caltrans</td>
<td>Data reports and analysis</td>
<td>06/30/21</td>
</tr>
<tr>
<td>11</td>
<td>Coordinate FSP with neighboring counties</td>
<td>Phone calls, emails, letters and meetings</td>
<td>06/30/21</td>
</tr>
<tr>
<td>12</td>
<td>Consider revisions to FSP services based on analysis of usage and availability of funding</td>
<td>Analysis and reports</td>
<td>06/30/21</td>
</tr>
<tr>
<td>13</td>
<td>Maintain FSP data collection system and feed the data into the statewide FSP benefit/cost model to better reflect conditions of smaller FSP programs</td>
<td>Data reports and analysis</td>
<td>06/30/21</td>
</tr>
<tr>
<td>14</td>
<td>Investigate and pursue potential new funding sources for FSP programs</td>
<td>Phone calls, emails, letters and meetings</td>
<td>06/30/21</td>
</tr>
</tbody>
</table>
**WORK ELEMENT NUMBER 178**

**Service Authority for Freeway Emergencies (SAFE)**

**Agency:** SCCRTC  
**Project Manager:** Amy Naranjo, Transportation Planner  
**Total Budget:** $423,550

**ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021**

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>REVENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency</strong></td>
<td><strong>Source</strong></td>
</tr>
<tr>
<td>Personnel</td>
<td>SAFE Funds</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td>MTC Contribution</td>
</tr>
<tr>
<td></td>
<td>Measure D</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>

% Federal 0%

**Project Description**

The Santa Cruz County Service Authority for Freeway Emergencies (SAFE) operates the County's highway callbox system and works with the California Highway Patrol and Caltrans on motorist aid and highway safety projects and programs.

**Project Product(s)**

Service Authority for Freeway Emergencies call box system and extra CHP enforcement to reduce collisions

**Other Task (Nonfederal)**

Maintain and implement SAFE program and provide extra CHP enforcement

**Previous Accomplishments**

During FY 1991/92, the first full year of this program, SCCRTC implemented the SAFE Motorist Aid Callbox System in Santa Cruz County. In 1999, SCCRTC SAFE as a partner with the CHP and Caltrans initiated the Safe on 17 program to reduce collisions on Highway 17 with enforcement, engineered improvements and education. The program has successfully helped to reduce collisions. In FY 2014-15, SCCRTC SAFE completed an analysis of call box usage and as a result reduced the number of call boxes in the system and upgraded the remaining call box system. In FY 2018-19, the RTC incorporated Measure D funds into the Safe on 17 Program to provide increased CHP enforcement on Highway 17.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Deliverables</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Continue to work with contractors to provide reliable and efficient call box facilities and services</td>
<td>Roadside call box service</td>
<td>06/30/21</td>
</tr>
<tr>
<td>2</td>
<td>Complete mobility and site improvements as needed</td>
<td>ADA accessible call box sites</td>
<td>06/30/21</td>
</tr>
<tr>
<td>3</td>
<td>Track DMV collection of SAFE funds to ensure accurate revenue collection</td>
<td>Revenue history</td>
<td>06/30/21</td>
</tr>
<tr>
<td>4</td>
<td>Continue to work with the CalSAFE Committee to coordinate on statewide issues related to Call Box and motorist aid systems</td>
<td>Coordinated and consistent services</td>
<td>06/30/21</td>
</tr>
<tr>
<td>5</td>
<td>Work with other SAFE agencies in the region to solicit new contracts for call box implementation and maintenance services</td>
<td>Maintenance contract</td>
<td>06/30/21</td>
</tr>
<tr>
<td>6</td>
<td>Continue to administer enhanced CHP enforcement as part of the SAFE on 17 Program to reduce collisions and improve the safety of the transportation system</td>
<td>Enforcement data and reports</td>
<td>06/30/21</td>
</tr>
<tr>
<td></td>
<td>Task Description</td>
<td>Document Type</td>
<td>Date</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>7</td>
<td>Continue the funding partnership with Metropolitan Transportation Commission (MTC) to ensure continuation of the enhanced CHP enforcement on Hwy 17 and work to match RTC funding by MTC</td>
<td>Funding agreement and invoices</td>
<td>06/30/21</td>
</tr>
<tr>
<td>8</td>
<td>Continue to monitor and track collision and safety issues on Highways 1 and 17</td>
<td>Collision information</td>
<td>06/30/21</td>
</tr>
<tr>
<td>9</td>
<td>Coordinate with Caltrans, the County of Santa Cruz, and emergency services on disaster preparedness and evacuation planning</td>
<td>Communications with partner agencies and disaster and evacuation plans</td>
<td>06/30/21</td>
</tr>
<tr>
<td>10</td>
<td>Produce annual report for the Safe on 17 program and invoice MTC for funds</td>
<td>Annual report</td>
<td>06/30/21</td>
</tr>
</tbody>
</table>

**Communications with partner agencies and disaster evacuation plans**
ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>213,663</td>
<td>0</td>
<td>RSTPX</td>
<td>169,590</td>
<td>0</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td>208,100</td>
<td>0</td>
<td>SAFE Funds</td>
<td>107,000</td>
<td>0</td>
</tr>
<tr>
<td>Reserves</td>
<td>363,943</td>
<td>0</td>
<td>Measure D</td>
<td>308,747</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>STIP</td>
<td>196,369</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Interest</td>
<td>4,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>785,706</td>
<td>0</td>
<td>TOTAL</td>
<td>785,706</td>
<td>0</td>
</tr>
</tbody>
</table>

Project Description
Through Cruz511/Rideshare SCCRTC provides traveler information and direct services to Santa Cruz County area residents, visitors and employers to encourage the use of sustainable transportation modes; increase vehicle occupancy through carpooling, vanpooling and riding the bus; eliminate vehicle trips through telecommuting and compressed work weeks; and implements other Transportation Demand Management (TDM) strategies. The TDM program establishes the strategies that result in more efficient use of available transportation resources. The program promotes sustainable transportation choices and implements programs that result in emission reduction, regional traffic congestion and delay mitigation, and reduction in vehicle trips and vehicle miles travelled. The work is done in coordination with the Transportation Agency for Monterey County, the Council of San Benito County Governments, the Association of Monterey Bay Area Governments, the Metropolitan Transportation commission for the San Francisco Bay Area, the Santa Cruz Metropolitan Transit District and the Santa Clara Valley Transportation Authority.

Project Product(s)
Cruz511 Rideshare and Traveler Information Program

Federally Eligible Task
Promote sustainable transportation modes and choices region-wide through the coordination of incentives, promotional events, campaigns and information dissemination

Previous Accomplishments
Ride matching assistance; program/event promotion; regional coordination of TDM efforts; radio and TV interviews; newspaper articles and press releases; employer and college outreach; website development. In FY 2016-17 the RTC incorporated 511 traveler information services as part of its overall list of services under Cruz511.org that also includes rideshare services and TDM strategies. In FY 2016-17, SCCRTC completed the Cruz511 In Your Neighborhood pilot program to plan, develop and test an individualized marketing and research program for Santa Cruz County that empowers solo-drivers to switch modes. Successful strategies developed through the pilot program were incorporated with other efforts. In FY 2018-19 the RTC partnered with the City of Santa Cruz to provide a Commute Manager program focusing travelers to the Downtown Santa Cruz area and the commute manager program began implementation in FY 2019-20.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Deliverables</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Update and maintain content and design of websites including the Cruz511 traveler information component</td>
<td>Updated Rideshare/Cruz511 Website &amp; traveler information component</td>
<td>6/30/2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Operate 429-POOL hotline and coordinate regional participation and access to the 511.org online ride matching system. Maintain online database of people interested in a ride match.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Match lists, robust database</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Direct, monitor, and document media communications related to program's objectives and goals</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Media releases, interviews, articles, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Assist employers in promoting multi-modal travel options and services through transportation fairs and on-site presentations</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Scatter maps, presentation materials, list of employers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Develop and apply a consistent set of evaluation measures for TDM projects and programs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Improved evaluation tools</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Participate in transportation-related air quality and climate change activities including those related to implementing State and Federal Clean Air Acts and other legislation such as AB 32 and SB 375; this includes promoting the advancement of clean fuel vehicles</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Promotional materials and handouts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Promote and facilitate access to existing park and ride Lots and plan for future park and ride facility needs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Improved park and ride facilities, signs, and agreements; usage counts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Develop and maintain information on TDM initiatives in the community</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Data on TDM programs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Research most effective methods and strategies to meet program objectives</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Information on other programs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Coordinate with regional rideshare and transit service providers, promote transit services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Promotional materials and handouts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Participate in periodic meetings of the Transportation and Air Quality Joint Marketing Committee</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Agendas, notes and action items</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Participate in tri-county coordination of outreach campaigns - i.e. Rideshare Week</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Agendas, notes and action items</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Prepare and conduct community outreach, education, and promotional materials and provide personalized ridematching services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Promotional materials and handouts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Continue the launch of the commute manager program to fully launch the RTC commute manager for all Santa Cruz County and then begin the launch of UCSC's commuter manager for UCSC students and staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>commute manager website, promotional materials, ads, rewards program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Update Cruz 511 In Your Neighborhood promotional and information materials and continue to provide to the public to encourage use of alternative transportation modes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Updated Cruz 511 in Your Neighborhood materials</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
WORK ELEMENT NUMBER 401a
Santa Cruz Branch Rail Line Network Integration Study & High Capacity Transit Alternatives Analysis

Agencies: SCCRTC

Total Budget: $440,000

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2018-2019

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>REVENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency</strong></td>
<td><strong>Amount ($)</strong></td>
</tr>
<tr>
<td>Personnel</td>
<td>150,000</td>
</tr>
<tr>
<td>Contractual</td>
<td>290,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>440,000</strong></td>
</tr>
</tbody>
</table>

% Federal: 0%

---

**Project Description**

The Santa Cruz County Regional Transportation Commission (RTC) and Caltrans Division of Rail & Mass Transportation will work in conjunction with stakeholders to develop a Santa Cruz Branch Rail Line Network Integration Study as part of the High Capacity Transit Alternatives Analysis. The study will build on previous work to determine the optimal options for high-capacity transit on the rail line and for an integrated transit network within and beyond Santa Cruz County. This study will include considerations for operations, governance, ridership, and community benefits for service in Santa Cruz County and regional connectivity to Monterey, the San Francisco Bay Area, and the Coast Rail Corridor. The Alternatives Analysis will evaluate both rail and bus rapid transit, and other potential high-capacity public transit options on the Santa Cruz Branch Rail Line within an integrated transit network. The Caltrans SHA grant portion of this study will focus on evaluating the rail alternatives of the analysis with connectivity to bus transit for an integrated transit network. The overall study is anticipated to include other alternatives for high-capacity public transit, as well as changes in service to existing bus service, including an alternative of BRT on the railway.

---

**Project Product(s)**

Santa Cruz Branch Rail Line Network Integration Study

Santa Cruz Branch Rail Line High Capacity Transit Alternatives Analysis

---

**Previous Accomplishments**

After an effort that spanned several years, produced modeling tools, included ample public and stakeholder participation, developed performance measures and analyzed multiple projects and project scenarios, the RTC completed a Unified Corridor Investment Study (UCS). The UCS analyzed potential projects and project scenarios on the Santa Cruz Branch Rail Line, Highway 1, and the roadway network to meet the community's transportation needs along a corridor where most of Santa Cruz County's population and activities are located. At the completion of the UCS the RTC resolved to produce an alternatives analysis to evaluate the best option for high-capacity public transit on the Santa Cruz Branch Rail Line.

---

**Task** | **Description** | **Deliverables** | **Completion Date**
--- | --- | --- | ---
1 | Oversee consultant work and manage consultant contract to produce the Network Integration Study | Reports, invoices | 01/29/21
2 | Stakeholder and Public Participation - Outreach to public, stakeholders, RTC Committees and RTC for input at key junctures. | public involvement plan, meeting agendas, news releases, eNews, and staff reports | 01/29/21
3 | Review and refer to prior studies, identify comparable transit systems and apply to study, develop goals and performance measures and identify data needs | goals, objectives, performance measures, list of data needs, staff reports | 12/31/20
4 | Compile data, define rail service scenarios integrated with bus transit, building on previous studies analyze service scenarios including ridership, integration with bus service and governance | summary and tables of data collected, staff reports | 07/31/20
5 | Prepare reports of the integration study including administrative draft, draft and final report | Administrative draft of study, Draft document, Final Report, staff reports | 01/29/21
6 | Grant Administration - This task includes invoicing, reporting and closeout of grant contract. | Invoice packages, Quarterly Reports, Grant Closeout Letter/Invoice | 02/26/21
<table>
<thead>
<tr>
<th></th>
<th>Summary Report of alternatives analysis - Develop administrative draft, draft and final reports</th>
<th>Administrative draft analysis, Draft document, Final Report</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Seek grant funding sources to help with production and implementation of the alternatives analysis</td>
<td>Funding applications</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>06/30/21</td>
</tr>
</tbody>
</table>

|   |                                                                                                 |                                                              | 01/29/21 |

|   |                                                                                                 |                                                              |   |

|   |                                                                                                 |                                                              |   |
WORK ELEMENT NUMBER 614

Bicycle and Pedestrian Planning

Agency: SCCRTC
Project Manager: Thomas Travers, Transportation Planner
Amanda Marino, Transportation Planner
Total Budget: $435,000

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>70,000</td>
<td>0</td>
<td>STIP</td>
<td>20,000</td>
<td>0</td>
</tr>
<tr>
<td>Contractual</td>
<td>365,000</td>
<td>0</td>
<td>RSTP Exchange</td>
<td>175,000</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Local</td>
<td>240,000</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>435,000</td>
<td>0</td>
<td>TOTAL</td>
<td>435,000</td>
<td>0</td>
</tr>
<tr>
<td>% Federal</td>
<td></td>
<td></td>
<td>% Federal</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

Project Description

The objective of this program is to ensure the development of a regional pedestrian and bicycle infrastructure as an integral part of the overall transportation system for the Santa Cruz County and the AMBAG region. This helps to ensure a better integrated and connected transportation system across modes and helps to ensure a safer transportation system for non-motorists. This work element includes working with cities and the county to develop, update and implement bicycle and pedestrian plans and active transportation plans and integrate active transportation planning in all transportation planning efforts, including project plans, corridor plans and studies, specific area plans, general plans, the regional transportation plan and the metropolitan transportation plan. Work with the Transportation Agency for Monterey County and AMBAG to ensure that the local active transportation planning efforts are the components that lead to a more robust and integrated active transportation infrastructure for the entire AMBAG region.

Project Product(s)
Bicycle Advisory Committee meetings and materials, updated bicycle plans and active transportation plans, coordinated and safer multimodal transportation system

Federally Eligible Tasks
Planning for a better developed and safer bicycle and pedestrian transportation network that is integrated with other modes and coordinated across the AMBAG region

Previous Accomplishments
In FY 2017-18 and 2018-19, the SCCRTC and the Bicycle Advisory Committee reviewed and provided input into the 2040 Regional Transportation Plan, AMBAG’s 2040 Metropolitan Transportation Plan and Sustainable Communities Strategy, green lane treatments, bicycle and mode split counts, Transportation Development Act claims, the RTC’s Unified Corridor Investment Study, state and federal legislative programs, the Chanticleer Bike/Ped overcrossing, as well as design plans for the City of Santa Cruz and City of Watsonville rail trail projects. Through ad-hoc committees, the Committee examined and made recommendations on improvements for gap closures or other safety measures throughout the county, as well as assisting with bicycle safety observations conducted by the Health Services Agency. In FY 2019-20 the Bicycle Committee reviewed and provided input on components of the 2045 Regional Transportation Plan and Transit Corridor Alternatives Analysis. In addition, the Bicycle Committee was involved in the development of the 2020 Regional Transportation Improvement Program and programming of various sources of state and federal funds.
<table>
<thead>
<tr>
<th></th>
<th>Coordinate and provide staff support for SCRTС’s Bicycle Committee including the production of agendas, staff reports and minutes for six meetings per year.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Work with the City of Santa Cruz, the University of California at Santa Cruz (UCSC) and other local jurisdictions to modify and update their Active Transportation Plans ensuring that federal and state requirements are met and that bicycle and pedestrian facilities are coordinated with other modes and facilities throughout the region.</td>
</tr>
<tr>
<td></td>
<td>Engage the public in bicycle and pedestrian transportation planning efforts including the Watsonville community through coordination with Jovenes Sanos, County of Santa Cruz Health Services Agency and other community groups.</td>
</tr>
<tr>
<td></td>
<td>Work with the local jurisdictions on implementation of their plans and policies to ensure that bicycle and pedestrian travel is adequately integrated and coordinated with other modes and across the region and with overall development to ensure a better integrated and safer multimodal transportation system and employment of a complete streets approach.</td>
</tr>
<tr>
<td></td>
<td>Pursue continued collection of bicycle count and mode split data.</td>
</tr>
<tr>
<td></td>
<td>Continue working with AMBAG in its efforts to improve the regional travel demand model to include a bicycle and active transportation component.</td>
</tr>
<tr>
<td></td>
<td>Coordinate and participate with Caltrans on the implementation of the California Active Transportation Plan, Toward an Active California including the production of a statewide bicycle map and development of the District 5 Active Transportation Plan.</td>
</tr>
<tr>
<td></td>
<td>Coordinate with local, regional, state and federal agencies on bicycle and pedestrian planning and funding efforts.</td>
</tr>
<tr>
<td></td>
<td>Work with the County of Santa Cruz, Caltrans, local community groups, businesses and the public on planning for improved bicycle and pedestrian access and facilities in the San Lorenzo Valley that is coordinated with the regional bicycle and pedestrian infrastructure and other transportation modes.</td>
</tr>
<tr>
<td></td>
<td>Work with the County of Santa Cruz, Caltrans and community groups on bicycle safety improvements including green bike lane treatments at select freeway interchanges throughout the county.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Agendas, agenda packets, meetings and minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Phone calls, emails, presentations and information materials in English and Spanish.</td>
</tr>
<tr>
<td></td>
<td>Bicycle counts and mode split data.</td>
</tr>
<tr>
<td></td>
<td>Phone calls, emails, meetings, analysis of bicycle use data.</td>
</tr>
<tr>
<td></td>
<td>Agendas, materials, communications and active, bike and ped transportation plans.</td>
</tr>
<tr>
<td></td>
<td>Phone calls, emails, meetings, and information materials.</td>
</tr>
<tr>
<td></td>
<td>Phone calls, emails and meetings.</td>
</tr>
<tr>
<td></td>
<td>Phone calls, emails and meetings.</td>
</tr>
</tbody>
</table>
WORK ELEMENT NUMBER 615  Bicycle and Pedestrian Projects and Programs

Agency: SCCRTC  Project Manager: Cory Caletti, Bicycle Coordinator  Total Budget: $3,669,250
Anais Schenk, Transportation Planner

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>530,000</td>
<td>0</td>
<td>RSTP Exchange</td>
<td>230,000</td>
<td>0</td>
</tr>
<tr>
<td>Contractual</td>
<td>2,131,250</td>
<td>0</td>
<td>Measure D</td>
<td>2,814,250</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>1,008,000</td>
<td>0</td>
<td>HSIP</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Local</td>
<td>570,000</td>
<td>0</td>
<td>Active Transp Program</td>
<td>55,000</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>3,669,250</td>
<td>0</td>
<td>TOTAL</td>
<td>3,669,250</td>
<td>0</td>
</tr>
</tbody>
</table>

% Federal: 0%

Project Description
The objective of this program is to encourage a safer bicycle and pedestrian transportation network through the funding, support and implementation of bicycle and pedestrian safety and education programs and projects working in partnership with the Community Traffic Safety Coalitions, Bike to Work, partner agencies, the local jurisdictions, the business community and the community at large. This work element also implements the master plan for the Monterey Bay Sanctuary Scenic Trail network and the countywide bike signage plan.

Project Product(s)
Improved awareness and expanded bicycle and pedestrian transportation facilities.

Federally Eligible Tasks
coordinate and advance bicycle and pedestrian projects and programs in Santa Cruz County

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Deliverables</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Continue financial support of the Bike to Work/School program, and the Community Traffic Safety Coalition (CTSC) - (Consultants and RTC)</td>
<td>Bike week 2019; Work Plan implementation</td>
<td>06/30/21</td>
</tr>
<tr>
<td>2</td>
<td>Continue funding and promoting the bilingual bicycle and pedestrian safety education program (Ride N' Stride) at schools - (Consultant and RTC)</td>
<td>Approved allocations; trainings</td>
<td>06/30/21</td>
</tr>
<tr>
<td>3</td>
<td>Investigate and implement methods to reduce vehicle travel by expanding and enhancing bicycle and pedestrian facilities</td>
<td>Expanded bike and ped facilities</td>
<td>06/30/21</td>
</tr>
</tbody>
</table>

Previous Accomplishments
In 2018 and 2019, the RTC continued implementation of the award-winning Monterey Bay Sanctuary Scenic Trail Network (and Coastal Rail Trail spine) as defined in the adopted Master Plan and secured federal, state and private grant funds for trail segments. In 2016, Santa Cruz County voters passed measure D, which provides close to $100 million over 30 years for implementation of the MBSST Network Master Plan. In FY 2019-20, proceeded to final design for MBSST trail construction in the North Coast after completing the environmental document. In FY 2019-20, the RTC completed the implementation of the bike route signage plan with Active Transportation Program funding. In FY 2018-19 the RTC secured an HSIP grant for pedestrian improvements on Highway 9 at different locations and in FY 2019-20 worked with Caltrans to implement these improvements and passed on the HSIP funding to Caltrans for implementation. RTC staff also worked with local jurisdictions on other segments of the trail and Segment 7 in the West Side of Santa Cruz began construction in FY 2019-2020.
<table>
<thead>
<tr>
<th></th>
<th>Task Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Continue updating and distributing the Santa Cruz County Bikeways Map</td>
<td>06/30/21</td>
</tr>
<tr>
<td>5</td>
<td>Continue outreach and administration of Bicycle Hazard and Pedestrian Access Reports to identify network deficiencies</td>
<td>06/30/21</td>
</tr>
<tr>
<td>6</td>
<td>Continue working with the Elderly &amp; Disabled Transportation Advisory Committee and its subcommittees to implement the findings of the report &quot;Improving Safety and Accessibility of Sidewalks in Santa Cruz County&quot;</td>
<td>06/30/21</td>
</tr>
<tr>
<td>7</td>
<td>Finalize implementation of the Bicycle Route Signage system in coordination with local jurisdictions, bicycle advocates and community members. Provide outreach to inform the community of the systems and conduct bicycle counts to determine its impact on bicycling.</td>
<td>06/30/21</td>
</tr>
<tr>
<td>8</td>
<td>Implement the Monterey Bay Sanctuary Scenic Trail Network (and Coastal Rail Trail spine) project as defined in the adopted Master Plan; continue to apply for funding for additional rail trail segment implementation, coordinate with local jurisdictions and execute contracts, and develop overall guidelines and policies.</td>
<td>06/30/21</td>
</tr>
<tr>
<td>9</td>
<td>Implement bicycle and pedestrian improvements in the San Lorenzo Valley working with partner agencies, especially the County fo Santa Cruz and Caltrans</td>
<td>06/30/21</td>
</tr>
</tbody>
</table>

**Digitized map information**

**Compiled reports**

**Improvements to sidewalks**

**Bike route signage system, outreach materials, bicycle counts**

**Funding, implementation plans, guidelines, agreements and policies**

**Bike and pedestrian improvements, agreements**

**Updated bikeways map**
WORK ELEMENT NUMBER 621

Elderly & Disabled & Americans with Disabilities Act

Agency: SCCRTC
Project Manager: Amanda Marino, Transportation Planner
Total Budget: $75,000

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>75,000</td>
<td>0</td>
<td>Local</td>
<td>75,000</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>75,000</td>
<td>0</td>
<td>TOTAL</td>
<td>75,000</td>
<td>0</td>
</tr>
</tbody>
</table>

| % Federal        | 0%         |

Project Description
To plan and coordinate the delivery of transportation services to the elderly and persons with disabilities, and to achieve economies of scale among human service and transportation agencies. Additionally, this work element identifies the transportation needs of traditionally underserved groups (elderly, persons with disabilities, persons of color, and low-income) and assesses the adequacy of the transportation system to meet those needs.

Project Product(s)
Agenda packets and minutes of the Elderly and Disabled Transportation Advisory Committee
Inclusion of transportation needs of elderly and disabled into transportation planning and programming efforts and documents

Federally Eligible Task
Administer and conduct Elderly and Disabled Transportation Advisory Committee meetings

Proposed Expenditure of Federal Funding (PL/FTA 5303)

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
<th>Deliverables</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide staff support to the E&amp;D Transportation Advisory Committee</td>
<td>Agenda, agenda packet and minutes</td>
<td>06/30/21</td>
</tr>
<tr>
<td>2</td>
<td>Implement the accessible pedestrian planning program through the Pedestrian Safety Work Group (subcommittee)</td>
<td>Annual report summarizing activities</td>
<td>06/30/21</td>
</tr>
</tbody>
</table>

Previous Accomplishments
SCCRTC works with AMBAG and other regional and local partner agencies to update the Coordinated Public Transit Human Services Transportation Plan. SCCRTC holds E&D Transportation Advisory Committee meetings regularly to coordinate with public transit operators and social service providers. The RTC continues to work to implement the planning efforts of the report titled “Safe Paths of Travel: Projects, Results and Continuing Efforts”. In FY’s 2018-19 and 2019-20, the Committee, RTC and staff again conducted an extensive effort to maintain Committee positions filled. The efforts were successful and resulted in filling 8 regular and alternate positions on the committee. In FY 2016-17, the Committee completed a safety brochure on what pedestrians and bicyclist want each other to know. In FY 2018-19, the RTC and the E&D TAC participated with AMBAG in the production of the Coordinated Public Transit-Human Services Transportatin Plan for the Monterey Bay region and updated the guide to specialized transportation.
Continue to coordinate with local public, private, and non-profit entities involved in providing specialized transportation, including Community Bridges, the Volunteer Center, SCMTD and its Metro Advisory Committee (MAC) to ensure that all planning and programming at all levels in the region consider and incorporate the needs of the elderly, disabled and low income communities.

Work with AMBAG and other agencies to update the Coordinated Public Transit Human Service Transportation Plan

Phone calls, meetings, reports, presentations and improved planning and programming documents 06/30/21

Work with the E&D Transportation Advisory Committee to conduct outreach to the elderly, disabled and low income communities in the region on transportation needs to be included in RTP, MTP, RTIP, FTIP and other transportation planning and programming documents.

Public meetings, outreach materials, reports and presentations 06/30/21

Update the Guide for Specialized Transportation and provide other public information materials on transportation planning and programming for specialized transportation

Updated public information materials 06/30/21

Review project plans to ensure consistency with Regional Transportation Plan policies for improved access to elderly and disabled individuals.

Project summaries and comments 06/30/21

Work with AMBAG and other agencies to update the Coordinated Public Transit Human Service Transportation Plan

Updated plan 06/30/21
ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>230,000</td>
<td>0</td>
<td>State RPA</td>
<td>139,595</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>46,000</td>
<td>0</td>
<td>Local</td>
<td>136,405</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>276,000</strong></td>
<td>0</td>
<td><strong>TOTAL</strong></td>
<td><strong>276,000</strong></td>
<td>0</td>
</tr>
</tbody>
</table>

% Federal 0%

Project Description

The focus of this work element is implementation of the existing transportation plans for the region - the 2040 Regional Transportation Plan (RTP) for Santa Cruz County and the 2040 Metropolitan Transportation Plan (MTP)/Sustainable Communities Strategy. This work element also includes modifications, updates and amendments that may be necessary to the existing plans and coordination with local and regional agencies for the production of the next set of transportation plans with a 2045 horizon year. Additionally, rules regarding regional transportation planning established by the federal transportation acts, will continue to be implemented. This work element also includes working with local jurisdictions to ensure that regional transportation policies and projects are included in local jurisdiction planning activities. Staff will also continue work on incorporating sustainability into all transportation planning documents and activities for the region.

Project Product(s)

Implementation of the 2040 RTP and 2040 MTP/SCS

Updates to the 2040 RTP and 2040 MTP/SCS to produce the 2045 RTP and 2045 MTP/SCS

Federally Eligible Task

Update the Metropolitan Transportation Plan (MTP) to produce a 2045 MTP/SCS

Proposed Expenditure of Federal Funding (PL/FTA 5303)

0%

Previous Accomplishments

In FY’s 2015-16, 2016-17 and 2017-18 RTC worked with AMBAG and other agencies to develop the 2040 RTP and 2040 MTP/SCS including environmental review, project lists, funding projections, and sustainability analysis for the plans. In FY 2018-19, the RTC completed corridor planning documents such as the Unified Corridor Study and the Highway 9 San Lorenzo Valley Complete Streets Plan. The work done thorough these corridor studies and their results will feed into the production of the next Regional Transportation Plan.

Task | Description | Deliverable | Completion Date
--- | --- | --- | ---
1 | Work with other entities in the region on long-range transportation planning activities within the region, including timelines, public participation efforts, updated project costs and revenue estimates, environmental documentation, and other efforts that may produce economies of scale in the production of the 2045 RTP and 2045 MTP/SCS | Components of RTP and MTP/SCS | 06/30/21

11-38
<table>
<thead>
<tr>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work with AMBAG, local jurisdictions, the public and other entities in the region to advance the goals, policies, and targets of the 2040 RTP and 2040 MTP/SCS including safety improvements, VMT reduction and greenhouse gas emission reductions. Monitor performance of Santa Cruz County to advance sustainability targets where feasible given limited data availability.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implement a comprehensive public participation and outreach program for implementation of the 2040 MTP/SCS and 2040 RTP, and production of the 2045 MTP/SCS and RTP, that may include public events, public meetings, printed materials, web site information, public surveying, bilingual outreach, Facebook posts, email distributions, media releases, radio, etc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continue to work with AMBAG, Caltrans and local agencies to implement the RTP’s and MTP’s projects, policies, sustainability and safety goals through the various planning and capital improvement programming actions.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working with local jurisdictions, AMBAG, and other partner agencies, identify and document transportation projects and programs required to meet regional and interregional goals, policies and targets including mobility, access, safety, maintenance, VMT reduction and greenhouse gas emission reductions.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Study potential new transportation revenue sources to decrease the funding shortfalls and help to implement the projects in the MTP and RTP, including vehicle registration fees and countywide development impact fee programs.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work with Caltrans and AMBAG on implementing regional planning and transportation safety requirements enacted through the federal transportation acts.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apply the Sustainable Transportation Analysis and Rating System (STARS) process to the implementation and updates of the MTP and RTP to ensure a more sustainable transportation planning process.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensure consistency between the MTP and RTP with other transportation planning documents in the region such as general plans, active transportation plans, climate action plans, etc. to ensure that all other planning documents that include transportation are consistent with the MTP.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensure that projects proposed for federal, state or local funding are consistent with the MTP and RTP.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continue to participate in Caltrans system planning activities including the California Transportation Plan, Strategic Highway Safety Plan, California Freight Mobility Plan, Interregional Transportation Strategic Plan, District S System Management Plan, Transportation Concept Reports, Comprehensive Multimodal Corridor Plans, Ramp Metering Development Plan, US 101 Business Plan, and the Multi-modal, Operations, Non-SHOPP Transportation Equity Report (MONSTER), etc.</td>
</tr>
</tbody>
</table>
WORK ELEMENT NUMBER 641
Transportation Improvement Programs (TIP)

Agency: SCCRTC
Project Manager: Rachel Moriconi, Senior Transportation Planner
Total Budget: $295,000

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>220,000</td>
<td>0</td>
<td>State RPA</td>
<td>51,007</td>
<td>0</td>
</tr>
<tr>
<td>Contractual</td>
<td>75,000</td>
<td>0</td>
<td>STIP</td>
<td>144,097</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Local</td>
<td>99,896</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>295,000</td>
<td>0</td>
<td>TOTAL</td>
<td>295,000</td>
<td>0</td>
</tr>
</tbody>
</table>

% Federal: 0%

Note: Contractual work under this work element is paid for by local funds and is for assistance with the analysis of programming criteria or potential development of funding sources.

Project Description

Administer and monitor federal aid funding programs whose projects are included in the federal transportation improvement program, including programs identified in FAST Act such as the Surface Transportation Block Grant Program (formerly RSTP) and Transportation Alternatives Program (TAP), Highway Safety Improvement Program (HSIP), National Highway Performance Program (NHPP), and Federal Lands Access Program; as well as the State Transportation Improvement Program (STIP) and other funding programs identified in Senate Bill 1 including the Local Partnership Program (LPP), Active Transportation Program (ATP) and Solutions for Congested Corridors Program (SCCP). This includes the production, maintenance and amendments of programming documents required for federally funded and regionally significant projects. The work also includes assisting project sponsors with compliance of requirements to receive the funds and deliver the federally funded and regionally significant projects. This work element also includes leveraging federal funds to secure any required match and funding from other sources to deliver as many regionally significant transportation projects as possible. Produce and implement the Regional Transportation Improvement Program (RTIP) to secure State Transportation Improvement Program (STIP) funds for federally funded and regionally significant projects to ensure delivery of as many regionally significant projects as possible that are included in the Metropolitan Transportation Plan (MTP) and the Metropolitan Transportation Improvement Program (MTIP). Work with regional and state partners on appropriate implementation of the federal transportation act, FAST Act, in California and the Road Repair and Accountability Act of 2017 (SB 1.)

Project Product(s)

FY 2020/21 to FY 2023/24 Metropolitan Transportation Improvement Program (MTIP) updates and amendments
Funding applications and decisions for Surface Transportation Block Grant Program funds and other funding sources
Amendments to the 2020 Regional Transportation Improvement Program and State Transportation Improvement Program
Initiation of the 2022 Regional Transportation Improvement Program and State Transportation Improvement Program

Federally Eligible Task

Production and maintenance of the MTIP and other programming documents to secure funding and delivery of federally funded and regionally significant projects.
Implementation, administration and monitoring of federal aid funding programs

Proposed Expenditure of Federal Funding (PL)

0%

Previous Accomplishments

In FY 2015-16, the RTC worked with the CTC and project sponsors to address the significant reduction in STIP funding and amend programming documents accordingly. In FY 2016-17, the RTC programmed Surface Transportation Block Grant (STBG) for a variety of regionally significant projects. In FY 2017-18, the RTC programmed over $22 million of federal and state funding to a variety of transportation projects, about 85% of which was available due to the passage of Senate Bill 1. In FY 2019-20 the RTC approved the 2020 Regional Transportation Improvement Program with a strategy to best address local road needs while positioning highway projects for the best opportunity to secure grant funds for construction. SCCRTC also assisted project sponsors in delivering federally funded projects.

Task Description Deliverables Completion Date

11-40
Prepare, amend and maintain the Regional Transportation Improvement Program (RTIP) to ensure full funding and delivery of projects in the MTP/SCS and MTIP

Prepare application and programming documents for Surface Transportation Block Grant (STBG) Program and State Transportation Improvement Program (STIP) funds

Solicit and receive project applications for the Surface Transportation Block Grant Program and State Transportation Improvement Program (STIP)

Review and evaluate project proposals for the RTIP including their potential to improve safety of the transportation system; produce draft programming recommendations and program funds

Work with AMBAG to prepare amendments to the MTIP and any supporting programming documents such as the RTIP and STIP as needed

Coordinate with AMBAG, Caltrans and other entities as needed on all Federal Transportation Improvement Program (FTIP) amendments and amendments of other programming documents such as the Regional Transportation Improvement Program and the State Transportation Improvement Program (STIP) that impact the FTIP

Conduct planning and project activities (including corridor studies, project initiation documents and other transportation planning studies) to identify and develop candidate projects for the Federal Transportation Improvement Program (FTIP) and Regional Transportation Improvement Program (RTIP)

Monitor the state and federal transportation budgets and work with Caltrans and the California Transportation Commission on obtaining funding for federally funded and regionally significant projects included in the FTIP, STIP, RTIP, and MTP/RTP

Monitor federal actions with regard to federal transportation act reauthorization, implementation, extensions and appropriations to ensure full funding and delivery of projects in the MTP and MTIP

Program funds for projects through federal and state funding programs that provide funding for regionally significant projects included in the MTIP such as the State Transportation Improvement Program (STIP) and the Surface Transportation Block Grant Program

Monitor the implementation of STBG, STIP, HSIP, TAP, NHPP, HBP, Earmark, and other federally-funded projects, with an emphasis on project delivery, timely use of funds and compliance with all Federal and state laws and California Transportation Commission guidelines to ensure delivery of federally funded and regionally significant projects

Streamline delivery of qualifying and approved regionally significant projects, exchange federal RSTP/STBG funds for State funds through the State’s STP Exchange program

Assist local agencies in filing and monitoring funding allocation requests

Work with AMBAG and Caltrans to monitor both major and minor state highway projects and to fulfill project monitoring and project delivery responsibilities

Work with AMBAG, counterpart regional agencies, Caltrans and the California Transportation Commission (CTC) on the development of implementation policies and procedures for federal and state funding programs, including those under SB 1.

Prepare state and federally-mandated information and reports for AMBAG, Caltrans, FHWA, and the CTC

Monitor development of performance measures as part of FAST Act implementation to maximize efficiency of implementation of the MTP and MTIP

Materials including draft documents, final documents, amendments and timeline 06/30/21

Application and timeline 06/30/21

Funding applications 06/30/21

Recommendations and staff reports and materials 06/30/21

Materials for MTIP amendments 06/30/21

FTIP amendments 06/30/21

Planning studies 06/30/21

State and federal transportation budget information materials and reports 06/30/21

Materials and reports, teleconferences phone calls 06/30/21

Transportation improvement program documents 06/30/21

Communications with project sponsors 06/30/21

Reports, resolutions, and agreements 06/30/21

Allocation requests 06/30/21

Communications with partner agencies 06/30/21

Improved funding procedures 06/30/21

Reports 06/30/21

Reports, communications with state and federal agencies 06/30/21
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Implement a comprehensive public participation and outreach program for production of the various programming documents and funding decisions that includes public workshops, public meetings, printed materials, web site information, public surveying, segments of the Transportation Cafe television program, bilingual outreach, social media, media releases, radio, etc.</td>
<td>Outreach materials including materials in Spanish and to traditionally underrepresented communities</td>
</tr>
<tr>
<td>19</td>
<td>Work with local agencies, regional agencies, Caltrans and the California Transportation Commission to ensure full compliance with requirements of SB 1 funding sources and maximize the Santa Cruz County benefits from SB 1 funding</td>
<td>Communications with partner agencies</td>
</tr>
</tbody>
</table>
WORK ELEMENT NUMBER 682
Rail Right of Way Program

Agency: SCCRTC
Project Manager: Luis Pavel Mendez, Deputy Director
Total Budget: $4,355,640

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>450,000</td>
<td>0</td>
<td>Measure D</td>
<td>1,605,240</td>
<td>0</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td>3,905,640</td>
<td>0</td>
<td>RSTPX</td>
<td>260,790</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Local</td>
<td>159,147</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FEMA</td>
<td>2,330,463</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>4,355,640</td>
<td>0</td>
<td>TOTAL</td>
<td>4,355,640</td>
<td>0</td>
</tr>
</tbody>
</table>

Project Description
This work element involves management and development of the Santa Cruz Branch Rail Line right-of-way and planning for improved future uses. The Regional Transportation Commission, through partnership with a rail service operator has instituted seasonal recreational passenger rail service and will consider other recreational service possibilities. The development of bicycle and pedestrian paths using the right-of-way adjacent to the rail line is shown within the bicycle pedestrian projects work element.

Project Product(s)
SCCRTC meeting materials; Implementation plans for recreational rail service; studies for potential rail and other transit service; agreements with operators; leases

Other Task (nonfederal)
Ownership and management of Santa Cruz Branch Rail Line right-of-way and infrastructure and its operation

Previous Accomplishments
In FY 2012-13, the SCCRTC completed the purchase of the Santa Cruz Branch Rail Line from Union Pacific and selected an operator for freight and recreational passenger service. Working with SCCRTC and the community, the rail operator provided tourist train service for the Christmas holiday until a major washout severed the rail line during the 2017 winter storms. In FY 2014-15, the RTC completed rehabilitation work on four bridges, including reconstruction of the La Selva Beach trestle. In FY 2016-17, a supermajority of Santa Cruz County voters approved Measure D, which provides funding for preservation of the rail infrastructure. In FY 2017-18, the RTC worked with the Federal Emergency Management Agency (FEMA) to initiate repairs for storm damage. In FY 2017-18, the RTC also worked to secure a new rail service operator for the Santa Cruz Branch Rail Line and implement a preventative maintenance program. In FY 2018-19, the new rail service operator took over and has already increased freight service. In FY 2019-20, the RTC secured the necessary permits to complete storm damage repairs.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Deliverables</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Establish contracts and systems to effectively, efficiently and reliably operate the freight service, maintain the rail line and manage the ownership of the property</td>
<td>Service contracts, leases, property management policies</td>
<td>06/30/21</td>
</tr>
<tr>
<td>2</td>
<td>Investigate lease possibilities, update old leases and secure new leases</td>
<td>Updated leases</td>
<td>06/30/21</td>
</tr>
<tr>
<td>3</td>
<td>Coordinate operation of the Santa Cruz Branch Rail Line, including current and future uses, with operators, shippers, partner agencies and local jurisdictions</td>
<td>Operation agreements</td>
<td>06/30/21</td>
</tr>
<tr>
<td>4</td>
<td>Work with rail service operators on the development of additional recreational rail service throughout the entire rail line</td>
<td>Rail service plan and implementation</td>
<td>06/30/21</td>
</tr>
<tr>
<td>5</td>
<td>Seek planning grants funds for the production of feasibility studies and implementation plans for various types of passenger and transit service on the Santa Cruz Branch Rail Line; work done with grants from successful applications may be done under separate work elements.</td>
<td>Grant applications</td>
<td>06/30/21</td>
</tr>
<tr>
<td>6</td>
<td>Guide consultant and contractor work on the rehabilitation of structures and repair and maintenance of railroad infrastructure of the Santa Cruz Branch Rail Line in cooperation with the rail operator and local jurisdictions</td>
<td>Meetings, agendas, minutes, phone calls</td>
<td>06/30/21</td>
</tr>
<tr>
<td>7</td>
<td>Seek funding for other necessary improvements to the Santa Cruz Branch Rail Line in cooperation with the rail operators and other regional partners</td>
<td>Funding applications and requests</td>
<td>06/30/21</td>
</tr>
<tr>
<td>8</td>
<td>Continue to work with the Caltrans Division of Rail and Mass Transportation on any updates and implementation of the State Rail Plan and regional rail service efforts that could benefit Santa Cruz County travelers</td>
<td>Plan production materials and State Rail Plan</td>
<td>06/30/21</td>
</tr>
<tr>
<td>9</td>
<td>Continue to work with the Transportation Agency for Monterey County, the Coast Rail Coordinating Council, Caltrain, AMTRAK and Caltrans Division of Rail to support the establishment of a rail station at the Pajaro junction for any new or expanded rail passenger service on the coast mainline</td>
<td>Meetings, phone calls, email, reports, presentations</td>
<td>06/30/21</td>
</tr>
</tbody>
</table>
WORK ELEMENT NUMBER 683
Highway and Roadway Planning (SCCRTC)

Agency: SCCRTC  
Project Manager: Rachel Moriconi, Senior Transportation Planner  
Total Budget: $80,000

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount ($)</th>
<th>Change</th>
<th>Source</th>
<th>Amount ($)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>80,000</td>
<td>0</td>
<td>State RPA</td>
<td>59,981</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Local</td>
<td>20,019</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>80,000</td>
<td>0</td>
<td>TOTAL</td>
<td>80,000</td>
<td>0</td>
</tr>
</tbody>
</table>

% Federal: 0%

Project Description

This work element is for the planning work necessary to maintain and improve the roadway and highway system for efficient movement of people and goods. The work includes participation and coordination with Caltrans on the State Highway Operations and Protection Program, Project Initiation Documents, and any other planning documents and efforts to improve the operation and safety of the state highway system. The work also includes participation with local jurisdictions and other partner agencies in their planning efforts to maintain and improve the operation and safety of the highway and roadway system and intersections of the system. This element also includes working with Caltrans, AMBAG and other regional agencies on the effective movement of goods into, out of and through Santa Cruz County.

Project Product(s)

SR 1 Transportation Concept Report, Highway 17 Wildlife corridor planning, coordinated State Highway Operations and Protection Program (SHOPP),
Transportation planning documents including PID's for Highway 1 in the North Coast
Improved operation, safety and mobility on the region's highway and roadway system

Federally Eligible Task

Work with Caltrans and local jurisdictions and other entities on planning for improved roadways and highways

0%

Previous Accomplishments

Working with Caltrans and other local and regional partners, the Highway 17 Access Management Plan was completed and presented by Caltrans to the community and the RTC. A transportation concept report for State Route 1 was also completed. The RTC secured funding for Highway 17 Wildlife corridor through Measure D and the Land Trust of Santa Cruz County. Working with Caltrans and resource agencies a framework has been agreed to for necessary improvements on Highway 1 in the North Coast. In addition, funding was secured and agreements were established to produce a project initiation document for Highway 1 improvements in the North Coast at Scotts Creek. The RTC has also entered into an advanced mitigation arrangement with resource agencies, which will help significantly with the planning, funding and development of local highway and roadway projects. Working with Caltrans, the County of Santa Cruz and the local community, the RTC completed the Highway 9 San Lorenzo Valley Complete Corridors Plan.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Deliverables</th>
<th>Completion Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proactively review Caltrans SHOPP projects for local and state partnership opportunities during PID development in order to implement multi-modal improvements needed in Santa Cruz County. This includes coordination with Caltrans and the Interagency Technical Advisory Committee at meetings and other communications means.</td>
<td>Communications with partner agencies and information materials, coordinated SHOPP</td>
<td>06/30/21</td>
</tr>
<tr>
<td>2</td>
<td>Work with partner agencies on preparation and update of regional road assessments to establish roadway funding needs and priorities for inclusion in programming documents.</td>
<td>Regional roads assessment and updates</td>
<td>06/30/21</td>
</tr>
<tr>
<td>No.</td>
<td>Task Description</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Prepare public information materials in English and Spanish regarding highway and roadway needs and priorities and to communicate to decision makers and the public the need for funding these priorities.</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Work with Caltrans, the CHP and other transportation partners through the Traffic Operation Systems (TOS) Oversight Committee and Safe on 17 Task Force to identify safety, mobility and operations needs, priorities and improvements for inclusion in planning and programming documents.</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Work with Caltrans and other partners to implement the State Route 17 Access Management Plan and communicate to the public the efforts and progress of implementation.</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Work with Caltrans, resource agencies and local partners to produce a plan, which identifies strategies that preserve and enhance the critical transportation link that is Highway 1 in the North Coast while preserving and enhancing the critical habitat in the region.</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>In cooperation with Caltrans and other regional partners, review and participate in the production of corridor studies to help ensure consistency with the Regional Transportation Plan.</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Work with Caltrans, the County of Santa Cruz, and the public to identify and implement priorities for the Highway 9 Corridor.</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Continue to work with Caltrans on collaboration and funding partnerships to implement complete streets improvements on Highway 9.</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Work with Santa Cruz METRO and other local and regional agencies to implement the results of the Bus on Shoulders study and incorporate it into planning and programming efforts.</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Work with the California Traffic Control Devices Committee (CTCDC) on any necessary signage approvals to implement &quot;Bus on Shoulder&quot; improvements.</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Work with Caltrans and local agencies to develop and implement strategies of the Strategic Highway Safety Plan (SHSP) appropriate to Santa Cruz County and investigate the possibility of developing a dedicated transportation safety plan for Santa Cruz County</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Work with Caltrans, the Land Trust of Santa Cruz County and other transportation partners to develop plans for improved motorist safety and wildlife protection along Highways 1 and 17.</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Work with Caltrans, the CHP and other partner agencies to develop plans for necessary transportation improvements on Highways 129 and 152.</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Work with Caltrans, local and regional agencies to ensure that requirements of SB 1 for highway and roadway planning and improvement are fully met and well coordinated.</td>
<td>06/30/21</td>
<td></td>
</tr>
</tbody>
</table>
WORK ELEMENT NUMBER 684

Highway 1 Corridor Investment Program (SCCRTC)

Agency: SCCRTC

Project Manager: Sarah Christensen, Senior Transportation Engineer

Total Budget: $7,566,450

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>REVENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency</td>
<td>Amount ($)</td>
</tr>
<tr>
<td>Personnel</td>
<td>801,000</td>
</tr>
<tr>
<td>Services and supplies</td>
<td>4,155,450</td>
</tr>
<tr>
<td>Contingencies</td>
<td>2,610,000</td>
</tr>
<tr>
<td>Local</td>
<td>7,950</td>
</tr>
<tr>
<td>TOTAL</td>
<td>7,566,450</td>
</tr>
</tbody>
</table>

Project Description

SCCRTC is responsible for tasks including the implementation of the Project Approval/ Environmental Documents (PA/ED) phase for the Highway 1 Corridor Investment Program, which includes HOV Lanes and bicycle and pedestrian crossings. Through this investment program, the SCCRTC will produce environmental documents with project level environmental review for auxiliary lanes and bus on shoulder projects between 41st Avenue and Freedom Boulevard with bicycle and pedestrian overcrossings as planned. As environmental review is completed for specific highway segments, the RTC will proceed to design and then construction of projects. Through every step the RTC will work with Caltrans and other partner agencies and secure funding to implement the projects.

Project Product(s)

Environmental documents for specific highway segments within the Highway 1 Corridor Investment Program to construct auxiliary lanes, bus on shoulder infrastructure and bicycle and pedestrian overcrossings; final design of specific highway segments and components; and construction of projects.

Other Task

Project Approval/ Environmental Documents (PA/ED) for specific highway segments, final design documents and construction of projects.

Previous Accomplishments

In FY 2018-19, the final environmental document for the Highway 1 Corridor Investment Program was completed and certified and the design phase for the Highway 1 41st to Soquel Auxiliary Lanes project was initiated. In addition, in FY 2016-17, a supermajority of Santa Cruz County voters approved Measure D, which will provide funding for highway projects. In FYs 2018-19 and 2019-20, the RTC began environmental documents for other segments of Highway 1 between 41st Avenue and Freedom Boulevard for auxiliary lanes and bus on shoulders and bicycle and pedestrian overcrossings. The RTC also entered into the appropriate cooperative agreements with Caltrans for these projects.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Deliverables</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Work with and support consultants, project development teams, Caltrans, local, and regional agencies on the completion of the design phase for the Highway 1 41st to Soquel auxiliary lanes with bus on shoulders project</td>
<td>Meetings, agendas, minutes</td>
<td>06/30/21</td>
</tr>
<tr>
<td></td>
<td>Activity Description</td>
<td>Document Type</td>
<td>Due Date</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>2</td>
<td>Guide the consultant work in cooperation with project partners to complete the preliminary design and environmental analysis on the Mar Vista Pedestrian/Bicycle Crossing of Highway 1</td>
<td>Technical studies, preliminary design &amp; environmental document</td>
<td>06/30/21</td>
</tr>
<tr>
<td>3</td>
<td>Guide the consultant work in cooperation with project partners to complete the preliminary design and environmental analysis for the Highway 1 State Park to Bay/Porter Auxiliary lanes with bus on shoulders project</td>
<td>Technical studies, preliminary design &amp; environmental document</td>
<td>06/30/21</td>
</tr>
<tr>
<td>4</td>
<td>Guide the consultant work in cooperation with project partners to complete the preliminary design and environmental analysis for the Highway 1 Freedom Boulevard to State Park Drive Auxiliary lanes with bus on shoulders project</td>
<td>Technical studies, preliminary design &amp; environmental document</td>
<td>06/30/21</td>
</tr>
<tr>
<td>5</td>
<td>Working with Santa Cruz METRO, Caltrans and other partners incorporate the necessary Bus on Shoulder features into the design of the auxiliary lanes projects</td>
<td>Technical studies, preliminary design &amp; environmental document</td>
<td>06/30/21</td>
</tr>
<tr>
<td>6</td>
<td>Work with the California Traffic Control Devices Committee (CTCDC) on any necessary signage approvals to implement &quot;Bus on Shoulder&quot; improvements</td>
<td>Submittals to the CTCDC and CTCDC approval</td>
<td>06/30/21</td>
</tr>
<tr>
<td>7</td>
<td>Provide support and participate in the Project Development Team</td>
<td>Communication with team members</td>
<td>06/30/21</td>
</tr>
<tr>
<td>8</td>
<td>Coordinate with Caltrans and the consultant team to meet all funding and project reporting requirements and ensure designs and environmental documents meet state requirements.</td>
<td>Reports, invoices</td>
<td>06/30/21</td>
</tr>
<tr>
<td>9</td>
<td>Implement public outreach plans for the environmental documents and design including outreach to traditionally underrepresented communities</td>
<td>Public meetings, outreach materials in English and Spanish</td>
<td>06/30/21</td>
</tr>
<tr>
<td>10</td>
<td>Coordinate public outreach efforts with other RTC projects and other local and regional agencies, and respond to concerns from residents and businesses</td>
<td>Coordinated outreach, responses to public</td>
<td>06/30/21</td>
</tr>
<tr>
<td>11</td>
<td>Release requests for proposals and select consultants for various environmental review and design work activities</td>
<td>RFP’s, consultant contracts</td>
<td>06/30/21</td>
</tr>
</tbody>
</table>
**Measure D Implementation**

**Agency:** SCCRTC  
**Project Manager:** Rachel Moriconi, Senior Transportation Planner  
**Luis Pavel Mendez, Deputy Director**  
**Total Budget:** $21,705,430

### ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2020-2021

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>REVENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency</strong></td>
<td><strong>Amount ($)</strong></td>
</tr>
<tr>
<td>Personnel</td>
<td>573,539</td>
</tr>
<tr>
<td>Services and supplies</td>
<td>80,000</td>
</tr>
<tr>
<td>Apportionments</td>
<td>21,046,891</td>
</tr>
<tr>
<td>Unappropriated</td>
<td>5,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>21,705,430</td>
</tr>
</tbody>
</table>

| % Federal | 0% |

### Project Description

SCCRTC is responsible for implementing the local voter approved Measure D. This includes receiving funds from the 1/2-cent transactions and use tax and distributing those funds to the cities, the county, SC Metro and Community Bridges. The RTC will also program some of the Measure D funds to projects and be responsible to ensure that those projects get delivered in accordance with Measure D. The effort includes an oversight community to help account for the expenditure of funds consistent with the approved Measure D.

### Project Product(s)

Agreements with local agencies and project sponsors, annual reports, audit reports, 5 year implementation plans and updates, 30-year implementation plan and updates

### Previous Accomplishments

In FY 2016 the voters of Santa Cruz approved Measure D, which raises about $20 million annually for a variety of transportation projects. In 2017 the RTC established the necessary agreements with the State Department of Tax and Fee Administration for implementation and collection of the approved tax. The RTC also established agreements with the cities, the county, SC METRO and Community Bridges for them to receive their share of the Measure D funds in accordance with the approved Measure D. The RTC established an oversight committee consistent with the approved measure and the committee issued its first public report in FY 2019-20 accounting for the expenditure of Measure D funds. The RTC also prepared 5-year programs of project for each fiscal year and in FY 2019-20 completed its first strategic implementation plan for Measure D.

### Task Description

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Deliverables</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Receive funds from State Department of Tax and Fee Administration, distribute the funds to local agencies and projects in accordance with Measure D and RTC policies and decisions</td>
<td>Payments received and issued</td>
<td>06/30/21</td>
</tr>
<tr>
<td>2</td>
<td>Produce estimates of overall funding available and the formula distributions to each category of projects and implementing entity</td>
<td>Fund estimates</td>
<td>06/30/21</td>
</tr>
<tr>
<td>3</td>
<td>Secure and manage consultant services to analyze funds receipts and produce reports and audit the use of the funds</td>
<td>Requests for proposals, contracts</td>
<td>06/30/21</td>
</tr>
<tr>
<td>4</td>
<td>Produce and implement outreach plan to inform voters on the use of Measure D funds</td>
<td>Public outreach plan, including Spanish outreach</td>
<td>06/30/21</td>
</tr>
<tr>
<td>5</td>
<td>Produce, maintain and update agreements with local agencies for funding allocations</td>
<td>Funding agreements</td>
<td>06/30/21</td>
</tr>
<tr>
<td>6</td>
<td>Produce and publish annual reports and audit reports per Measure D</td>
<td>Reports</td>
<td>06/30/21</td>
</tr>
<tr>
<td>7</td>
<td>Prepare and update 5-year and 30-year implementation plans consistent with the approved Measure D and the approved Expenditure Plan included in the measure</td>
<td>Implementation plans</td>
<td>06/30/21</td>
</tr>
<tr>
<td></td>
<td>Establish policies and guidelines and update them as necessary to ensure sound implementation of Measure D</td>
<td>Guidelines and policies</td>
<td>06/30/21</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------------------------------</td>
<td>------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>9</td>
<td>Establish, staff and maintain citizens oversight committee in accordance with Measure D</td>
<td>Oversight committee, agendas, minutes</td>
<td>06/30/21</td>
</tr>
</tbody>
</table>
Fiscal Year 2020-21 SCCRTC Work Program Funding Summary

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>State RPA</th>
<th>STIP</th>
<th>Caltrans SHA Grant*</th>
<th>Local</th>
<th>Caltrans Freeway Service Patrol (FSP)</th>
<th>RTC SAFE</th>
<th>MTC SAFE</th>
<th>Active Transportation</th>
<th>Measure D</th>
<th>RSTPX</th>
<th>FEMA</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>WE101</td>
<td>Overall Work Program</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>35,000</td>
</tr>
<tr>
<td>WE102</td>
<td>TDA Administration</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>819,000</td>
</tr>
<tr>
<td>WE112</td>
<td>Transp. Plan Coord. &amp; Interagency Liaison</td>
<td>86,417</td>
<td></td>
<td></td>
<td>98,183</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>184,600</td>
</tr>
<tr>
<td>WE113</td>
<td>Public Part. Program</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>110,000</td>
</tr>
<tr>
<td>WE177</td>
<td>Freeway Serv. Patrol</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>258,026</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>451,007</td>
</tr>
<tr>
<td>WE178</td>
<td>Service Authority for Freeway Emergencies</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>423,550</td>
</tr>
<tr>
<td>WE179</td>
<td>Cruz511/Rideshare</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>585,337</td>
</tr>
<tr>
<td>WE 401a</td>
<td>Rail Line Network Integration Study</td>
<td>80,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>440,000</td>
</tr>
<tr>
<td>WE614</td>
<td>Bike/Ped Planning</td>
<td>20,000</td>
<td></td>
<td></td>
<td>240,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>435,000</td>
</tr>
<tr>
<td>WE615</td>
<td>Bike &amp; Ped Projects</td>
<td>570,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,669,250</td>
</tr>
<tr>
<td>WE621</td>
<td>Elderly &amp; Disabled &amp; ADA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>75,000</td>
</tr>
<tr>
<td>WE622</td>
<td>Transp. Planning for the Region</td>
<td>139,595</td>
<td></td>
<td></td>
<td>136,405</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>276,000</td>
</tr>
<tr>
<td>WE641</td>
<td>Transp. Imprvmt. Prgm.</td>
<td>51,007</td>
<td>144,097</td>
<td></td>
<td>99,896</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>295,000</td>
</tr>
<tr>
<td>WE682</td>
<td>Rail/Trail Authority</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,355,640</td>
</tr>
<tr>
<td>WE683</td>
<td>Highway and Roadway Planning</td>
<td>59,981</td>
<td></td>
<td></td>
<td>20,019</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>80,000</td>
</tr>
<tr>
<td>WE684</td>
<td>Highway 1 Corridor Investment Program</td>
<td>1,750,000</td>
<td></td>
<td></td>
<td>7,950</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7,566,450</td>
</tr>
<tr>
<td>WE801</td>
<td>Measure D Implement.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>21,705,430</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>41,506,264</td>
</tr>
</tbody>
</table>

Notes: *Estimate that some of the $100,000 in grant funds will be spent in FY 2019-20
TO: Regional Transportation Commission
FROM: Amanda Marino, Transportation Planner
RE: Cost per ride of paratransit provided by Santa Cruz METRO and Community Bridges.

RECOMMENDATION

Staff recommends that the Regional Transportation Commission receive information about the Community Bridges Lift Line and Santa Cruz METRO ParaCruz costs to provide paratransit rides.

BACKGROUND

Santa Cruz METRO’s ParaCruz service along with the transportation services of Community Bridges/Lift Line and the Volunteer Center work to help ensure that the transportation needs of elderly and disabled members of the Santa Cruz County community are met. During a past meeting of the RTC, a commissioner asked for a report with information on the cost per trip for Community Bridges/Lift Line and Santa Cruz METRO’s ParaCruz. RTC staff worked with Community Bridges/Lift Line and Santa Cruz METRO to obtain the information for the most recently completed fiscal year (FY 2018-19).

DISCUSSION

Community Bridges Lift Line

Lift Line, a program of Community Bridges, provides a variety of specialized door-to-door transportation services free of charge to low income seniors and disabled individuals of Santa Cruz County, many of whom are unable to use traditional public transit or cannot afford the cost of an ADA ride. A list and description of those services is included as Attachment 1.

For FY 2018-19, Community Bridges/Lift Line provided 59,460 trips with audited operational expenses of $1,921,745, which translates to an average cost per trip of $46.67. Since Community Bridges/Lift Line provides a variety of services, the cost per trip depends on the type of service. Information on the cost per trip by type of services provided is included on Attachment 2.

Santa Cruz Metropolitan Transit District (METRO) ParaCruz
ParaCruz, the Santa Cruz Metropolitan Transit District’s ADA Complementary Paratransit service, operates 32 accessible vans for persons who, due to disability, cannot access the fixed-route system. ParaCruz offers rides within a ¾ mile extension of METRO’s fixed route service connecting people to educational facilities, businesses, medical facilities, shopping destinations, and more. ParaCruz exclusively provides ADA-mandated door-to-door paratransit services for the county with no economic restrictions; if a person is disabled, they do not have to meet any restrictions based on a person’s income. ParaCruz fares range from $4 to $8 per ride.

In FY18/19, Santa Cruz METRO’s ParaCruz provided 73,497 trips with an operating cost per passenger of $70.08. The total operating expenses for ParaCruz rides in FY 18/19 was $5,150,526. Santa Cruz METRO’s total operating budget for FY 18/19 was $49,109,046. Additional information on METRO’s ParaCruz trips and costs is included on Attachment 3.

SUMMARY

Community Bridges and Santa Cruz METRO provide paratransit services throughout Santa Cruz County. ParaCruz coverage is within ¾ of a mile from METRO fixed routes, whereas Community Bridges Lift Line provides specialized transportation to residents outside the service area of ¾ of a mile from METRO’s fixed transit routes. In FY 18/19 Community Bridges provided 59,460 trips and Santa Cruz Metro provided 73,497 paratransit trips. The average cost per paratransit ride provided by Community Bridges is $46.67. The average cost per paratransit ride provided by METRO is $70.08.

Attachments:
1. List and description of Community Bridges/Lift Line services
2. Community Bridges/Lift Line FY 18/19 trips and cost
3. METRO ParaCruz FY 18/19 trips and cost
Lift Line provides a variety of rides services to seniors and disable residents of Santa Cruz county along with residents of North Monterrey County who meet the criteria of residency, income, age and/or disability. See below a list of Lift Line’s services.

**Medical Rides** – Lift Line provides free medical transportation to and from medical appointments to all qualifying resident of Santa Cruz County and North Monterey County.

**Meals on Wheels** – Lift Line provides daily transportation Monday through Friday to all Meals on Wheels dinning sites throughout Santa Cruz County (Watsonville Senior Center, Liveoak Senior Center, Louden Nelson Center, Ben Lomond Senior Center). Due to the COVID-19 Lift Line is working along with Meals on Wheels’ to deliver meals to senior and disable residents of Santa Cruz County for an undetermined time.

**Taxi Script Service** – Qualifying residents can purchase taxi script coupons from Lift Line at a discount rate. These coupons are used in place of money to pay or supplement the price of a ride from one of our participating taxi companies (Watsonville Courtesy Cab and Santa Cruz Yellow Cab).

**Elderday Adult Health Care Transportation** – Lift Line provides door to door transportation to Elderday qualified participants twice a day, Monday to Friday.

**Out of the County Medical Transportation** – Qualified residents receive free out of the county transportation to medical appointments depending on availability to Monterey, San Mateo, San Benito, Santa Clara and San Francisco.

**Veterans Medical Transportation** – This service is available to veterans who meet criteria of residency, income age and or disability. Lift Line provides free transportation to all veteran’s clinics with in the county and out of county, such as Monterey and Palo Alto.

**Outside Contracts** – Lift Line provides private transportation at a competitive rate. We have experience providing shuttles to many popular events, such as AT&T Pro Am, Concurs d’ELgance, Capitola Art and Wine Festival and etc.

**Essential Services** – Due to the emergency of the COVID-19 pandemic. Lift Line has extended their services by providing essential rides to senior and/or disable residents of the county. Lift Line is waiving the application process for all essential rides. This new service includes free rides to Grocery Stores, Banks, Pharmacies and any medical appointment. Lift Line will continue to provides essential rides until the Santa Cruz County Shelter in Place order expires.
### Community Bridges Lift Line Total Passenger Trips and Cost in FY18/19

<table>
<thead>
<tr>
<th>Medical Passenger Trips</th>
<th>Meals on Wheels Trips</th>
<th>Taxi Scrip Trips</th>
<th>Elderday Trips</th>
<th>Expanded Paratransit Service</th>
<th>Outside Contracts</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled Medical</td>
<td>Same Day Ride</td>
<td>Out of County</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total numbers of trips</td>
<td>5442</td>
<td>4588</td>
<td>686</td>
<td>9472</td>
<td>2486</td>
<td>27,678</td>
</tr>
<tr>
<td>Operating Cost per trip</td>
<td>$ 52.20</td>
<td>$ 50.04</td>
<td>$ 117.23</td>
<td>$ 19.74</td>
<td>$ 31.89</td>
<td>$ 22.23</td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>$ 284,072</td>
<td>$ 229,574</td>
<td>$ 80,423</td>
<td>$ 186,977</td>
<td>$ 79,279</td>
<td>$ 615,375</td>
</tr>
</tbody>
</table>

**Audited operational expenses For FY 18/19**  
$ 1,921,745.00  

**Difference**  
$ 0.00
Santa Cruz METRO ParaCruz Total Passenger Trips and Costs in FY18/19

<table>
<thead>
<tr>
<th>ParaCruz Performance</th>
<th>FY18</th>
<th>FY19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ridership</td>
<td>72,209</td>
<td>73,497</td>
</tr>
<tr>
<td>Revenue Hours</td>
<td>38,779</td>
<td>44,804</td>
</tr>
<tr>
<td>Revenue Miles</td>
<td>451,985</td>
<td>464,816</td>
</tr>
<tr>
<td>Passengers Per Hour</td>
<td>1.86</td>
<td>1.64</td>
</tr>
<tr>
<td>Passengers Per Mile</td>
<td>0.16</td>
<td>0.16</td>
</tr>
<tr>
<td>Passengers Per Capita</td>
<td>0.30</td>
<td>0.31</td>
</tr>
<tr>
<td>Revenue Hours Per Capita</td>
<td>0.16</td>
<td>0.19</td>
</tr>
<tr>
<td>Revenue Miles Per Capita</td>
<td>1.91</td>
<td>1.96</td>
</tr>
<tr>
<td>Total Cost Per Passenger</td>
<td>$69.53</td>
<td>$70.08</td>
</tr>
<tr>
<td>Revenue Per Passenger</td>
<td>$3.98</td>
<td>$3.89</td>
</tr>
<tr>
<td>Farebox Recovery</td>
<td>5.72%</td>
<td>5.55%</td>
</tr>
<tr>
<td>Subsidy Per Passenger</td>
<td>$65.55</td>
<td>$66.19</td>
</tr>
<tr>
<td>Cost Per Revenue Hour</td>
<td>$129.47</td>
<td>$114.96</td>
</tr>
</tbody>
</table>
Santa Cruz County Regional Transportation Commission
THREE MONTH MEETING SCHEDULE
June 2020-August 2020

All meetings are subject to cancellation when there are no action items to be considered by the board or committee. Please visit our website for agendas and locations.

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Meeting Day</th>
<th>Meeting Type</th>
<th>Meeting Time</th>
<th>Meeting Place</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/04/20</td>
<td>Thursday</td>
<td>Regional Transportation Commission</td>
<td>9:00 am</td>
<td>Teleconference</td>
</tr>
<tr>
<td>06/08/20</td>
<td>Monday</td>
<td>Bicycle Advisory Committee</td>
<td>6:00 pm</td>
<td>Teleconference</td>
</tr>
<tr>
<td>06/09/20</td>
<td>Tuesday</td>
<td>Elderly &amp; Disabled TAC</td>
<td>1:30 pm</td>
<td>Teleconference</td>
</tr>
<tr>
<td>06/11/20</td>
<td>Thursday</td>
<td>Budget and Administration/Personnel</td>
<td>3:00 pm</td>
<td>Teleconference</td>
</tr>
<tr>
<td>06/18/20</td>
<td>Thursday</td>
<td>Interagency Technical Advisory Committee</td>
<td>1:30 pm</td>
<td>Teleconference</td>
</tr>
<tr>
<td>06/29/20</td>
<td>Monday</td>
<td>Special RTC Meeting</td>
<td>9:00 am</td>
<td>Teleconference</td>
</tr>
</tbody>
</table>

No RTC or committee meetings in July

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Meeting Day</th>
<th>Meeting Type</th>
<th>Meeting Time</th>
<th>Meeting Place</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/06/20</td>
<td>Thursday</td>
<td>Regional Transportation Commission</td>
<td>9:00 am</td>
<td>Scotts Valley City Council Chambers</td>
</tr>
<tr>
<td>08/10/20</td>
<td>Monday</td>
<td>Bicycle Advisory Committee</td>
<td>6:00 pm</td>
<td>Watsonville TBD</td>
</tr>
<tr>
<td>08/11/20</td>
<td>Tuesday</td>
<td>Elderly &amp; Disabled TAC</td>
<td>1:30 pm</td>
<td>RTC Commission Offices</td>
</tr>
<tr>
<td>08/13/20</td>
<td>Thursday</td>
<td>Budget and Administration/Personnel</td>
<td>3:00 pm</td>
<td>RTC Commission Offices</td>
</tr>
<tr>
<td>08/20/20</td>
<td>Thursday</td>
<td>Interagency Technical Advisory Committee</td>
<td>1:30 pm</td>
<td>RTC Commission Offices</td>
</tr>
</tbody>
</table>

RTC Commission Offices - 1523 Pacific Ave. Santa Cruz, CA 95060
Community Foundation Santa Cruz County – 7807 Soquel Dr., Aptos, CA 95003
Scotts Valley City Council Chambers – 1 Civic Center Dr., Scotts Valley, CA 95066
<table>
<thead>
<tr>
<th>Date Letter Rec’d/Sent</th>
<th>Type</th>
<th>Incoming/Outgoing</th>
<th>Response Date</th>
<th>First</th>
<th>Last</th>
<th>Organization</th>
<th>First</th>
<th>Last</th>
<th>Organization</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Judy</td>
<td>Gittelsohn</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Steven</td>
<td>Schieffer</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Cris</td>
<td>Hart</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>James</td>
<td>Slane</td>
<td>Citizen</td>
<td>Please open rail to bike and pedestrian traffic</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Gail</td>
<td>Wind</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Ira</td>
<td>Schwartz</td>
<td>Citizen</td>
<td>Support for dedicated rail</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Robert</td>
<td>Cartwright</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Keith</td>
<td>Schuler</td>
<td>Citizen</td>
<td>Trail only please</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Sanjiv</td>
<td>Garg</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Kevin</td>
<td>Kinkor</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Nancy</td>
<td>Faulstich</td>
<td>Pajaro Valley Climate Action</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Scott</td>
<td>Hernandez-Jason</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Kaloyan</td>
<td>Kaloyanov</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Richard</td>
<td>Mick</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Robert</td>
<td>Land</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Panagos</td>
<td>Pateras</td>
<td>Citizen</td>
<td>Support for world class trail connected to Monterey County trail</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Nils</td>
<td>Takkanen</td>
<td>Citizen</td>
<td>Support for rail system</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Monique</td>
<td>Kremer</td>
<td>Citizen</td>
<td>Enough already - shelve the train, build a multi-use trail</td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Felipe</td>
<td>Ardila</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>Date</td>
<td>Letter Type</td>
<td>Response</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>Subject</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>-------------</td>
<td>----------</td>
<td>-------</td>
<td>------</td>
<td>--------------</td>
<td>-----------</td>
<td>------------</td>
<td>--------------</td>
<td>--------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Brian</td>
<td>Corser</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Charlotte</td>
<td>Conway</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Tatiana</td>
<td>Miller</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Martha</td>
<td>Graham-Waldon</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>n/a</td>
<td>NA</td>
<td>NA</td>
<td>n/a</td>
<td>Linda</td>
<td>Wilshusen</td>
<td>NA</td>
<td>Mitigated Negative Declaration comment on proposed CVS</td>
<td></td>
</tr>
<tr>
<td>04/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.8.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Robin</td>
<td>Shaw</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Letter</td>
<td>Incoming</td>
<td>Zach</td>
<td>Friend</td>
<td>SC County</td>
<td>Richard</td>
<td>James</td>
<td>Citizen</td>
<td>Comments regarding public streets improvements planned at Soquel Dr./Aptos Creek Rd. intersection</td>
<td></td>
</tr>
<tr>
<td>04/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>David</td>
<td>Date</td>
<td>Citizen</td>
<td>Opposition to FORT’s coordinated efforts to bombard RTC inbox with automated mailers expressing support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Eriverto</td>
<td>Garcia</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Angela</td>
<td>Evans</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Salley</td>
<td>Neas</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Richard</td>
<td>Branson</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Steve</td>
<td>Trujillo</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Demetrio</td>
<td>Pruneda</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Valari</td>
<td>Roach</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Derede</td>
<td>Arthur</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Edward</td>
<td>Rehanek</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Dave</td>
<td>Riggs</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>04/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Robert</td>
<td>Hartzell</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>Date Letter Rec’d/Sent</td>
<td>Type</td>
<td>Incoming/Outgoing</td>
<td>Response From</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>Subject</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------------</td>
<td>-------------------</td>
<td>---------------</td>
<td>-------</td>
<td>------</td>
<td>--------------</td>
<td>-------</td>
<td>------</td>
<td>--------------</td>
<td>--------------------------------------------------------------</td>
</tr>
<tr>
<td>04/28/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Zav</td>
<td>Hershfield</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/28/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Maya</td>
<td>Campbell-Unsoeld</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/28/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Michael</td>
<td>Levy</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/28/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Jack</td>
<td>Carroll</td>
<td>Citizen</td>
<td>Remove the rails, sell for scrap, use money to create a bike only trail</td>
</tr>
<tr>
<td>04/28/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Chris</td>
<td>Basiletta</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/28/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Takashi</td>
<td>Mizuno</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/28/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Janet</td>
<td>Bryer</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/28/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Kathleen</td>
<td>Founds</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/28/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Mary</td>
<td>McKenna</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/28/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Nita</td>
<td>Hertel</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/28/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Maryjane</td>
<td>Slade</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/28/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>S</td>
<td>Love</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/29/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Maria</td>
<td>Corona</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/29/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Pamela</td>
<td>Sexton</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/29/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Ramiro</td>
<td>Medrano</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/29/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Elissa</td>
<td>Wagner</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/29/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Mark</td>
<td>Patrick</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/30/20 Email</td>
<td>Incoming</td>
<td>SCCRTC</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Allison</td>
<td>Solis</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>Date Letter Rec’d/Sent</td>
<td>Type</td>
<td>Incoming/Outgoing</td>
<td>Response</td>
<td>First</td>
<td>Last</td>
<td>Organizatio n</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>Subject</td>
</tr>
<tr>
<td>------------------------</td>
<td>------</td>
<td>-------------------</td>
<td>----------</td>
<td>-------</td>
<td>------</td>
<td>----------------</td>
<td>-------</td>
<td>------</td>
<td>---------------</td>
<td>---------</td>
</tr>
<tr>
<td>04/30/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Bob</td>
<td>Elledge</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/30/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>David</td>
<td>Laughlin</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>04/30/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Linda</td>
<td>Wilshusen</td>
<td>Citizen</td>
<td>Notice of Preparation for Kaiser -Parking structure comment</td>
</tr>
<tr>
<td>05/01/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Matt</td>
<td>Farrell</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/01/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Eva</td>
<td>Brunner</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/01/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Christina</td>
<td>Cuevas</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/01/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Joel</td>
<td>Isaacson</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/01/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Sue</td>
<td>Kaufmann</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/01/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Janet</td>
<td>McGirk</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/01/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Kaki</td>
<td>Rusmore</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/02/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Eva</td>
<td>Holt</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/02/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Susan</td>
<td>Dahlgren</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/02/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Joanne</td>
<td>Noce</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/02/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Melissa</td>
<td>Snyder</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/02/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Peter</td>
<td>Snyder</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/02/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Barbara</td>
<td>Rusmore</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/02/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Lynnwood</td>
<td>Coppedge</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/02/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>S.LaVerne</td>
<td>Coleman</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/02/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.12.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Nathaniel</td>
<td>Villaume</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>Date Letter Rec’d/Sent</td>
<td>Type</td>
<td>Incoming/Outgoing</td>
<td>Response First Last</td>
<td>Organizatio n</td>
<td>First Last</td>
<td>Organization</td>
<td>Subject</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>------</td>
<td>-------------------</td>
<td>---------------------</td>
<td>---------------</td>
<td>------------</td>
<td>--------------</td>
<td>---------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/02/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Wendy King</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/02/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Daniel Villame</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/02/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Christine Weir</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/02/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Ketury Stein</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/02/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Nick Adams</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/03/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>John Rusmore</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/03/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Will Coppedge</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/03/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Theo Rusmore</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/03/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Terry Keller</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/04/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2021</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Tim McGirk</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/04/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Ted Lorek</td>
<td>Happy Earth Day - Railbank it now like Monterey has done</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/05/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Owen Lawlor</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/05/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Carrie Swain</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/05/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Rick Longinotti</td>
<td>Campaign for Sustainable Transportation Comments on AA Milestone 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/05/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Lizann Keyes</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/05/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Martha Graham-Waldon</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/05/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Julianne Rhodes</td>
<td>Citizen Support for rail over bus on rail corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/06/20 Email</td>
<td></td>
<td>Incoming</td>
<td>K. Corwin 5.12.2020</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Dianne Dryer</td>
<td>Choose rail passenger service over bus rapid transit - move quickly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date Letter Rec’d/Sent</td>
<td>Type</td>
<td>Response</td>
<td>First</td>
<td>Last</td>
<td>Organizational</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>Subject</td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>------------</td>
<td>---------------</td>
<td>-------</td>
<td>------</td>
<td>----------------</td>
<td>-------</td>
<td>------</td>
<td>--------------</td>
<td>--------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>05/06/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Robert</td>
<td>Stephens</td>
<td>Citizen</td>
<td>Studies are expensive, time-consuming, and the outcome is predetermined to choose train-only</td>
<td></td>
</tr>
<tr>
<td>05/06/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Greg</td>
<td>Becker</td>
<td>Citizen</td>
<td>Commentary submitted to the GT, Sentinel, and Pajaronian</td>
<td></td>
</tr>
<tr>
<td>05/06/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Anna</td>
<td>Landaw</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>05/07/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Charlie</td>
<td>Zimmerman</td>
<td>Citizen</td>
<td>Support for rail on corridor</td>
<td></td>
</tr>
<tr>
<td>05/07/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Kitty</td>
<td>Hansen</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>05/07/20 Letter</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Sally</td>
<td>Arnold</td>
<td>Friends of the Rail and Trail</td>
<td>Support for further analysis of light rail/EMU and commuter rail/EMU</td>
<td></td>
</tr>
<tr>
<td>05/08/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Cynthia</td>
<td>Dzendzel</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>05/08/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Saladin</td>
<td>Sale</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>05/09/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Catherine</td>
<td>Hudson</td>
<td>Citizen</td>
<td>Quiet, electric rail/trolley accommodating large number of commuters from South County as well as a system to accommodate commuters over Hwy 17</td>
<td></td>
</tr>
<tr>
<td>05/09/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Linda</td>
<td>Wilshusen</td>
<td>Former SCCRTC E.D. &amp; Citizen</td>
<td>Comments on non-use/fatal flaw and on LR/EMU option</td>
<td></td>
</tr>
<tr>
<td>05/09/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Jill</td>
<td>Dion</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>05/09/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Constance</td>
<td>Gabriel</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>05/09/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Jan</td>
<td>McGirk</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>05/10/20 Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Bud</td>
<td>Colligan</td>
<td>Citizen</td>
<td>Op-ed in the Sentinel - SMART Train defeat</td>
<td></td>
</tr>
<tr>
<td>05/10/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Trician</td>
<td>Comings</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>05/10/20 Letter</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Barry</td>
<td>Scott</td>
<td>Coastal Rail Santa Cruz</td>
<td>Please select Light Rail as the preferred alternative, Arterial and ROW BRT as second alternative</td>
<td></td>
</tr>
<tr>
<td>05/10/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Mary</td>
<td>Odegaard</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>05/10/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Ella</td>
<td>Carroll</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>05/10/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Teri</td>
<td>Coppedge</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>05/10/20 Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Cindy</td>
<td>Dukelow</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
<td></td>
</tr>
<tr>
<td>Date Letter Rec’d/Sent</td>
<td>Type</td>
<td>Incoming/Outgoing</td>
<td>Response</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>Subject</td>
</tr>
<tr>
<td>-----------------------</td>
<td>------</td>
<td>-------------------</td>
<td>----------</td>
<td>-------</td>
<td>------</td>
<td>--------------</td>
<td>-------</td>
<td>------</td>
<td>--------------</td>
<td>---------</td>
</tr>
<tr>
<td>05/10/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/10/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Eliece</td>
<td>Horton</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/10/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Bob</td>
<td>Fifield</td>
<td>Citizen</td>
<td>Support for bus on a dedicated lane parallel to pedestrian trail</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Mark</td>
<td>Mesiti-Miller</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Donna</td>
<td>Murphy</td>
<td>Citizen</td>
<td>Support for rail; Bus element disappointing</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Dave</td>
<td>Riggs</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Melani</td>
<td>Clark</td>
<td>Roaring Camp Railroad</td>
<td>Support of development of rail network to support community and business</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Len</td>
<td>Beyea</td>
<td>Citizen</td>
<td>Comments/critiques of scoring; personal favorite is rail transportation</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Johanna</td>
<td>Lighthill</td>
<td>Citizen</td>
<td>Questions regarding high-capacity transit and data analysis</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Gina</td>
<td>Cole</td>
<td>Bike Santa Cruz County</td>
<td>Support for electric light or commuter rail from SC to Watsonville</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>NinaRose</td>
<td>Odegaard</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Rose</td>
<td>Carroll</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Tim</td>
<td>Miller</td>
<td>Citizen</td>
<td>Support for both rail options</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Alexandra</td>
<td>White</td>
<td>Citizen</td>
<td>Support for rail based transit solution</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Steve</td>
<td>Lustgarden</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Cory</td>
<td>Ray</td>
<td>Citizen</td>
<td>Support for both rail options</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Keith</td>
<td>Otto</td>
<td>Citizen</td>
<td>Invest in SC Metro, restore cuts to SC Metro service, invest in bus-on-shoulder and trail-only on the rail corridor</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Jared</td>
<td>Boggs</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Brett</td>
<td>Garrett</td>
<td>Citizen</td>
<td>Support for rail over bus on rail corridor</td>
</tr>
<tr>
<td>Date</td>
<td>Type</td>
<td>Rec'd/Sent</td>
<td>Response</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>Subject</td>
</tr>
<tr>
<td>------------</td>
<td>--------</td>
<td>------------</td>
<td>----------</td>
<td>-----------</td>
<td>--------</td>
<td>------------------</td>
<td>-------</td>
<td>--------</td>
<td>----------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>05/03/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>Lydon</td>
<td>SCCRTC</td>
<td>George</td>
<td>Citizen</td>
<td></td>
<td>Questions about rail trail project for final paper</td>
</tr>
<tr>
<td>05/01/20</td>
<td>Letter</td>
<td>Incoming</td>
<td>NA</td>
<td>Murray</td>
<td>Anton</td>
<td>City of Watsonville</td>
<td>Garabetian</td>
<td>State of CA Public Utilities Commission</td>
<td>Re: General Order 88-B Request for Authority to Alter the Ohlone Parkway At-Grade Highway-Rail Crossing</td>
<td></td>
</tr>
<tr>
<td>05/04/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>David</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Vaiz</td>
<td>University Student</td>
<td></td>
<td>Requesting where to access recording of April meeting.</td>
</tr>
<tr>
<td>05/05/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>Rick</td>
<td>Longinotti</td>
<td>SCCRTC</td>
<td>Molly</td>
<td>Campaign for Sustainable Transportation</td>
<td>Concerned SB1 grants do not comply with guidelines</td>
<td></td>
</tr>
<tr>
<td>05/05/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>Jim</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Shivers</td>
<td>CA DOT</td>
<td></td>
<td>NB HWY 101 Intermittent full closures in Gaviota</td>
</tr>
<tr>
<td>05/05/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>Molly</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Ordin</td>
<td>Citizen</td>
<td></td>
<td>Pause before making decisions in light of COVID-19; fully support quiet, safe rail</td>
</tr>
<tr>
<td>05/05/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>Patricia</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>McVeigh</td>
<td>Citizen</td>
<td></td>
<td>Comments on needs of seniors and disabled</td>
</tr>
<tr>
<td>05/05/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>Brian</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Peoples</td>
<td>Trail Now</td>
<td></td>
<td>Disagree with RTC Staff recommendation</td>
</tr>
<tr>
<td>05/06/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin</td>
<td>Christine</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Bolls</td>
<td>Citizen</td>
<td></td>
<td>Request for bike map</td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Hyman</td>
<td>Bicycle Advisory Committee</td>
<td></td>
<td>RTC should be disbanded immediately - waste of money. Tear out tracks and let wild nature grow over it.</td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>Megan</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Collins</td>
<td>Citizen</td>
<td></td>
<td>Request for planholders or bidders list re: Storm Damage Repairs</td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>Joyce</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Roby</td>
<td>Citizen</td>
<td></td>
<td>We should go with some kind of rail system that connects to other transportation systems</td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>Megan</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Hyman</td>
<td>Bicycle Advisory Committee</td>
<td></td>
<td>20-minute demo of data analysis app</td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>Shara</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Idnay</td>
<td>Citizen</td>
<td></td>
<td>Recommendation for bike safety resource</td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>Gina</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Cole</td>
<td>Bike Santa Cruz County</td>
<td></td>
<td>Please ensure Mar Vista bike-ped bridge proceeds as quickly as possible</td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>Manu</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Koenig</td>
<td>Citizen</td>
<td></td>
<td>Recommendation for bike safety resource</td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>Manu</td>
<td>Rick</td>
<td>SCCRTC</td>
<td>Koenig</td>
<td>Citizen</td>
<td></td>
<td>Meeting webinar link not working</td>
</tr>
<tr>
<td>Date</td>
<td>Type</td>
<td>Response</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>Subject</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>---------------</td>
<td>----------</td>
<td>--------</td>
<td>--------</td>
<td>--------------</td>
<td>--------</td>
<td>--------</td>
<td>--------------</td>
<td>--------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Gina</td>
<td>Cole</td>
<td>Bike Santa Cruz County</td>
<td>Meeting webinar link not working</td>
<td></td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Sally</td>
<td>Arnold</td>
<td>Friends of the Rail and Trail</td>
<td>Meeting webinar link not working</td>
<td></td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Tim</td>
<td>Brattan</td>
<td>Citizen</td>
<td>Meeting webinar link not working</td>
<td></td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Phil</td>
<td>Kipnis</td>
<td>Citizen</td>
<td>Meeting webinar link not working</td>
<td></td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Gina</td>
<td>Cole</td>
<td>Bike Santa Cruz County</td>
<td>Meeting webinar link not working</td>
<td></td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Micah</td>
<td>Posner</td>
<td>Citizen</td>
<td>Forward of Gina Cole’s email re: Mar Vista project</td>
<td></td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Chuck</td>
<td>Bruffey</td>
<td>Sierra Club Member</td>
<td>Train is foolish. No rail line ever.</td>
<td></td>
</tr>
<tr>
<td>05/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Aileen</td>
<td>Loe</td>
<td>Caltrans</td>
<td>Webinar links to Caltrans District 5 Fallen Worker Memorial and SB-743 Transition to Vehicle Miles Traveled</td>
<td></td>
</tr>
<tr>
<td>05/08/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Jim</td>
<td>Shivers</td>
<td>CA DOT</td>
<td>Construction update for US 101, May 10-16</td>
<td></td>
</tr>
<tr>
<td>05/08/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Bud</td>
<td>Colligan</td>
<td>Citizen</td>
<td>Please accept the email below as official correspondence to the RTC (Op Ed published in the Sentinel)</td>
<td></td>
</tr>
<tr>
<td>05/08/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Chloe</td>
<td>Woodmansee</td>
<td>Capitol City Council</td>
<td>Agenda packet for regular meeting, May 14, 2020</td>
<td></td>
</tr>
<tr>
<td>05/08/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Ana</td>
<td>Flores</td>
<td>AMBAG</td>
<td>Agenda packet for regular meeting, May 13, 2020</td>
<td></td>
</tr>
<tr>
<td>05/08/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Brian</td>
<td>Peoples</td>
<td>Trail Now</td>
<td>Forward of Op-Ed published in Sentinel</td>
<td></td>
</tr>
<tr>
<td>05/09/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Jan</td>
<td>Karwin</td>
<td>Citizen</td>
<td>Excellent online TCAA Open House</td>
<td></td>
</tr>
<tr>
<td>05/09/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Nadene</td>
<td>Thorne</td>
<td>Citizen</td>
<td>County budget can’t afford infrastructure project on rail corridor - railbank the rail line and open a trail</td>
<td></td>
</tr>
<tr>
<td>05/10/20</td>
<td>Contact us form</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Jeb</td>
<td>Bishop</td>
<td>Citizen</td>
<td>Support for commuter rail and light rail. Astonished that RTC would consider alternatives that would risk loss of easement.</td>
<td></td>
</tr>
<tr>
<td>05/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Rosemary</td>
<td>Sarka</td>
<td>Citizen</td>
<td>Support for commuter rail compatible with freight</td>
<td></td>
</tr>
<tr>
<td>05/12/20</td>
<td>Contact us form</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Connie</td>
<td>Wilson</td>
<td>Citizen</td>
<td>Survey was challenging and difficult. Family and friends did not fill out survey due to difficulty.</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Letter Type</td>
<td>Rec'd/Sent</td>
<td>Type</td>
<td>Response</td>
<td>First</td>
<td>Last</td>
<td>Organizational Unit</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
</tr>
<tr>
<td>------------</td>
<td>-------------</td>
<td>------------</td>
<td>------------</td>
<td>------------------------------</td>
<td>----------</td>
<td>--------</td>
<td>---------------------</td>
<td>----------</td>
<td>--------</td>
<td>--------------</td>
</tr>
<tr>
<td>05/12/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>Y. Parra</td>
<td>Yesenia</td>
<td>Parra</td>
<td>SCCRTC</td>
<td>Harrison</td>
<td>Hyde</td>
<td>Citizen</td>
</tr>
<tr>
<td>05/15/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>K. Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Lucia</td>
<td>Willow</td>
<td>Citizen</td>
</tr>
<tr>
<td>05/15/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Jim</td>
<td>Shivers</td>
<td>CA DOT</td>
</tr>
<tr>
<td>05/13/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>K. Corwin</td>
<td>Guy</td>
<td>Preston</td>
<td>SCCRTC</td>
<td>Brian</td>
<td>Peoples</td>
<td>Trail Now</td>
</tr>
<tr>
<td>05/14/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>NA</td>
<td>Guy</td>
<td>Preston</td>
<td>SCCRTC</td>
<td>Brian</td>
<td>Peoples</td>
<td>Trail Now</td>
</tr>
<tr>
<td>05/15/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>K. Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Grace</td>
<td>Voss</td>
<td>Citizen</td>
</tr>
<tr>
<td>05/18/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>K. Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Barry</td>
<td>Scott</td>
<td>Coastal Rail</td>
</tr>
<tr>
<td>05/18/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Peter</td>
<td>Muller</td>
<td>Advanced Transit</td>
</tr>
<tr>
<td>05/12/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>K. Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Heddi</td>
<td>Craft</td>
<td>Citizen</td>
</tr>
<tr>
<td>05/13/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>K. Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Andreas</td>
<td>Rechtsteiner</td>
<td>Citizen</td>
</tr>
<tr>
<td>05/14/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>K. Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Mark</td>
<td>Pastick</td>
<td>Citizen</td>
</tr>
<tr>
<td>05/16/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>K. Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Lorna</td>
<td>Andreatta</td>
<td>Citizen</td>
</tr>
<tr>
<td>05/19/20</td>
<td>Letter</td>
<td>Outgoing</td>
<td>NA</td>
<td>Alberta Snowden</td>
<td>CaITrans</td>
<td>Rachel Moriconi</td>
<td>SCCRTC</td>
<td>Re: FY 2019/20 Optional RSTP Federal Exchange Program</td>
<td>I urge Commissioners to support staff recommendation re: Construction Contract Award - Sites 1 and 2 of the 2017 Storm Damage Repairs along the Santa Cruz Branch Rail Corridor</td>
<td></td>
</tr>
<tr>
<td>05/19/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>K. Corwin</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Mark</td>
<td>Mesiti-Miller</td>
<td>Citizen</td>
</tr>
<tr>
<td>05/20/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Email</td>
<td>S. Munz</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Doug</td>
<td>McPhie</td>
<td>Citizen</td>
</tr>
<tr>
<td>05/20/20</td>
<td>Letter</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Sally</td>
<td>Arnold</td>
<td>Friends of the Rail and Trail</td>
</tr>
<tr>
<td>05/20/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Hunt</td>
<td>John</td>
<td>Citizen</td>
</tr>
<tr>
<td>05/21/20</td>
<td>Contact us form</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Frank</td>
<td>Remde</td>
<td>Citizen</td>
</tr>
<tr>
<td>Date Letter Rec’d/Sent</td>
<td>Type</td>
<td>Incoming/Outgoing</td>
<td>Response</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>First</td>
<td>Last</td>
<td>Organization</td>
<td>Subject</td>
</tr>
<tr>
<td>------------------------</td>
<td>------</td>
<td>-------------------</td>
<td>----------</td>
<td>-------</td>
<td>------</td>
<td>--------------</td>
<td>-------</td>
<td>------</td>
<td>--------------</td>
<td>---------</td>
</tr>
<tr>
<td>05/21/20</td>
<td>Letter</td>
<td>Outgoing</td>
<td>NA</td>
<td>Annie</td>
<td>Bradfield</td>
<td>Claimant</td>
<td>Yesenia</td>
<td>Parra</td>
<td>SCCRTC</td>
<td>Notice of rejection of claim filed April 29, 2020</td>
</tr>
<tr>
<td>05/22/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.22.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Paul</td>
<td>Brooks</td>
<td>Citizen</td>
<td>Trouble getting into the Zoom TPW session</td>
</tr>
<tr>
<td>05/01/20</td>
<td>Contact us form</td>
<td>Incoming</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Monica</td>
<td>Galvan</td>
<td>SCCRTC</td>
<td>Fallen tree near rail track across from 379 Sandalwood Dr. &amp; dead raccoon.</td>
</tr>
<tr>
<td>05/21/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.22.2020</td>
<td>NA</td>
<td>NA</td>
<td>SCCRTC</td>
<td>Kaki</td>
<td>Rusmore</td>
<td>SCCRTC</td>
<td>I agree with your staff recommendation to accept the Granite Rock bid.</td>
</tr>
<tr>
<td>05/22/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Luis</td>
<td>Mendez</td>
<td>SCCRTC</td>
<td>Nass</td>
<td>Derak</td>
<td>S3DA Design</td>
<td>Engineer design company would love to team up with you for future projects.</td>
<td></td>
</tr>
<tr>
<td>05/24/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Grace</td>
<td>Blakeslee</td>
<td>SCCRTC</td>
<td>Janice</td>
<td>Emerzian</td>
<td>Citizen</td>
<td>I am interested in serving on your E&amp;DTAC</td>
<td></td>
</tr>
</tbody>
</table>
THIS PAGE INTENTIONALLY LEFT BLANK
April 30, 2020

Supervisor Zach Friend
County of Santa Cruz Board of Supervisors
701 Ocean Street, Room 500
Santa Cruz, CA 95060

Re: Aptos Village Phase 2B Improvements Project

Dear Supervisor Friend:

We are writing in regard to the recently approved public street improvements planned for construction at and near the intersection of Soquel Drive and Aptos Creek Road in Aptos Village. We recently learned that the project design includes the removal of approximately 300 feet of existing bicycle lane on the westbound side of Soquel Drive west of Aptos Creek Road. This is inconsistent with the County’s General Plan, and with specific direction provided in the Aptos Village Plan.

On page 38, the Aptos Village Plan states “Sidewalks will be provided on the southerly side of Soquel Drive and bike lanes on both sides.” The bicycle lanes are illustrated as part of the typical Soquel Drive cross section in Figure 13 on page 39. Figure 17 on page 45 shows the location of existing bicycle lanes, including on both sides of Soquel Drive west of Aptos Creek Road. On page 48, the Aptos Village Plan states “installation of an eastbound left turn pocket at the Soquel Drive/Aptos Creek Road intersection will require reconfiguring parking at the [adjacent] commercial property.” Instead of following explicit direction in the plan (maintain bicycle lanes on both side of Soquel Drive and reconfigure private parking) the County has chosen precisely the opposite, sacrificing the bicycle lane in favor of the private parking.

Page 17 of the initial study prepared under the California Environmental Quality Act likewise states as part of the project description “Sidewalks would be provided on the southerly side of Soquel Drive and bike lanes on both sides.” The bicycle lanes are illustrated as part of the typical Soquel Drive cross section in Figure 8 on page 20. The requirement to reconfigure existing parking at the commercial establishment as part of the Soquel Drive/Aptos Village Road
improvements is stated on page 23 of the initial study. In response to the question on page 48 “Would the project increase hazards to motorists, bicyclists, or pedestrians?” the initial study states “new signals at the Soquel Drive/Trout Gulch Road and Soquel Drive/Aptos Creek Road intersections, as well as roadside improvements to Soquel Drive are included in the Capital Improvement Program for 2009-2010. These improvements would result in an increased level of safety for motorists, bicyclists, and pedestrians in the Village Plan area.” The initial study does not explain how the removal of a bicycle lane and the sharing of traffic lanes by motorists and bicyclists will increase the level of safety, because the initial study does not anticipate the removal of bicycle lanes in the first place.

The General Plan identifies Soquel Drive as an arterial, and requires bicycle lanes (General Plan Figures 3-2 and 3-4). Program “a” under General Plan Objective 3.8a states “Provide for bicycle use when planning, designing, and constructing all County projects.” Program “f” states “Include bikeways on all new arterial and collectors with road construction and reconstruction…” Needless to say, the General Plan does not have any policies directing the County to protect private parking located within the right-of-way.

2016 STBG funds were awarded and are being used for this project. The funding application states that the project will not remove bicycle facilities. Nowhere do the March 24, 2020 Board meeting agenda materials mention the removal of a bicycle lane. This entire issue has been hidden from the public. No wonder, when the County’s design completely contradicts policy. The accepted bid should be suspended until the project can be re-designed to conform to the Aptos Village Plan and the Santa Cruz County General Plan by retaining the existing bicycle lane. Alternatively, the County could reverse its non-compliance with CEQA, by preparing a new CEQA document that analyzes the removal of a bicycle lane, and/or amend the Aptos Village Plan and County General Plan to allow the removal of existing bicycle lanes on arterials.

Sincerely,

[Signature]

Richard James, AICP
Alberta James

cc: Steve Wiesner, Assistant Director, Transportation
     Tommy Travers, Transportation Planner, Bicycle Advisory Committee
THIS PAGE INTENTIONALLY LEFT BLANK
## 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 Apts 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>Work has started on repairing failed pavement (grinding) in preparation for paving. Works also continues on bridge rails.</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 completed in March 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 overcrossing to SCL (PM 6.0/12.5)</td>
<td>Maintenance pavement overlay</td>
<td>Summer 2020</td>
<td>$19 million</td>
<td>SHOPP SB-1</td>
<td>Doug Hessing (JW)</td>
<td>Granite Construction Company, Watsonville, CA</td>
<td>Construction is underway and is scheduled to be completed in Summer of 2020.</td>
</tr>
<tr>
<td>5. Pedestrian Signal Upgrades (1G160)</td>
<td>Various Locations: Highways 1, 9, 17, 129, and 152</td>
<td>Install Accessible Pedestrian Signal (APS)</td>
<td>March 2020–Summer 2020</td>
<td>$ 1.8 million</td>
<td>SHOPP</td>
<td>Mike Lew (FK)</td>
<td>Crosstown Electrical &amp; Data, Inc</td>
<td>Construction is underway and is scheduled to be completed in Summer 2020.</td>
</tr>
</tbody>
</table>
## PROJECTS IN DEVELOPMENT

<table>
<thead>
<tr>
<th></th>
<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>6.</td>
<td>Highway 1 Soquel Creek Scour Protection</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>PS&amp;E</td>
<td>PA&amp;ED was achieved 4/14/2020. Project to move into PS&amp;E (Design Phase).</td>
</tr>
<tr>
<td></td>
<td>(1H480)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>TMS Detection Repair</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</td>
<td>PS&amp;E/RW</td>
<td>Project is in Design.</td>
</tr>
<tr>
<td>8.</td>
<td>Highway 1/Highway 17 Ramp Safety Improvements</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>PS&amp;E and R/W phase to be completed in June.</td>
</tr>
<tr>
<td></td>
<td>(1H060)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Highway 1 Davenport Culvert Replacement</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>The project is in the design, right of way, and permitting phase.</td>
</tr>
<tr>
<td></td>
<td>(0J200)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>SCR 9 South Drainage and Erosion Control Improvements</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>
<tr>
<td></td>
<td>Project</td>
<td>Location Post Mile (PM)</td>
<td>Description</td>
<td>Construction Timeline</td>
<td>Estimated Construction Cost</td>
<td>Funding Source</td>
<td>Project Manager</td>
<td>Phase</td>
<td>Comments</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td>-----------------------</td>
<td>-----------------------------</td>
<td>----------------</td>
<td>-----------------</td>
<td>--------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>11.</td>
<td>Highway 9 PM 1.0 and 4.0 Viaduct (1K120)</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>
<td>Project is in preliminary Design and Environmental phase.</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>
<td></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>
<td>Project is in preliminary Design and Environmental phase.</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>
<td>Storm Damage Repair</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>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>Summer 2021</td>
<td>$6.22 million</td>
<td>SHOPP</td>
<td>Aaron Henkel</td>
<td>PS&amp;E/RW</td>
</tr>
<tr>
<td>16.</td>
<td>Highway 129/Lakeview Road Intersection Improvements (1G990)</td>
<td>Near Watsonville, at Lakeview Road (PM 1.4)</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>
</tr>
<tr>
<td>17.</td>
<td>Highway 152 Corralitos Creek ADA (05-1F620)</td>
<td>Near Watsonville, East of Beverly Drive to Holohan / College Road (PM1.9 to R2.0)</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>
</tr>
<tr>
<td>18.</td>
<td>Crosswalks and Pedestrian Safety Enhancements (1G760)</td>
<td>Various Locations: Highways 1, 9, 129, and 152 (Note: Project also includes six locations in Monterey County, on Routes 68 and 183)</td>
<td>Electrical/Signs/Flashing Beacons/Markings/Pavements</td>
<td>Summer 2020</td>
<td>$1,000,000</td>
<td>Minor</td>
<td>Mike Lew</td>
<td>PS&amp;E</td>
</tr>
</tbody>
</table>
## PROJECTS IN DEVELOPMENT (Cont’d.)

<table>
<thead>
<tr>
<th>Project</th>
<th>Location</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>Highway 236 Heart Hill Wall</strong>&lt;br&gt;(1M450)</td>
<td>Near Boulder Creek (PM 5.4)</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 in the initiation 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
- **CMIA**: 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
AGENDA: June 4, 2020

TO: Santa Cruz County Regional Transportation Commission

FROM: Ginger Dykaar, Sr Transportation Planner, Brianna Goodman, Transportation Planner, Shannon Munz, Communications Specialist and Luis Mendez, Deputy Director

RE: Transit Corridor Alternatives Analysis – Alternatives Screening Results and Short List of Alternatives

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission review and approve the alternatives screening results (Attachment 1) and draft short list of alternatives (Attachment 2) for the Transit Corridor Alternatives Analysis of high-capacity public transit for the Santa Cruz Branch Rail Line.

BACKGROUND

The Santa Cruz County Regional Transportation Commission (RTC), in cooperation with METRO, is developing the Transit Corridor Alternatives Analysis (TCAA) to evaluate transit investment options that provide an integrated transit network for Santa Cruz County utilizing all or part of the length of the Santa Cruz Branch Rail Line as a dedicated transit facility (Attachment 3). Transit alternatives will be compared to define a viable project that will provide the greatest benefit to the Santa Cruz County residents, businesses and visitors in terms of equity, environment, and economy. Proposed future intercounty and interregional connections to the Bay Area, Monterey, Gilroy, and beyond will be considered.

Key Milestones for stakeholder engagement are as follows:

1. **Goals/Screening Criteria/Performance Measures & Initial List of Alternatives** – RTC Approval received on March 5, 2020
2. **Screening Results and Short List of Alternatives** –
   - **Purpose:** Present screening results that led to short list of transit alternatives. Gather input on short list of transit alternatives to be considered for further analysis. RTC approval sought on June 4, 2020.
3. **Performance Analysis Results and Locally Preferred Alternative**
   - **Purpose:** Present performance measure results on short list of alternatives and seek input on identified locally preferred alternative. RTC approval sought in November 2020.
DISCUSSION

The Transit Corridor Alternatives Analysis project team composed of RTC and METRO staff and HDR consultants seek input from the RTC and approval on Milestone 2 - the draft Screening Results (Attachment 1) and Short List of Alternatives (Attachment 2). Input was provided by the Alternatives Analysis Ad Hoc Committee prior to seeking input from the public and other stakeholders.

Milestone 2

The Initial List of Alternatives were evaluated based on a triple bottom line screening criteria of economy, equity and the environment. Results are presented under each triple bottom line goal with a 3-level rating where A=most desirable, B=moderately desirable and C=least desirable (Attachment 1). Data was collected from best available information including national data sets on the various alternatives as well as information from previous local studies. Staff recommends that the following four alternatives move forward to a quantitative analysis:

1. **Arterial and Right-of-Way Bus Rapid Transit**
   
   Benefits:
   - Capital costs relatively lower than other alternatives
   - Level boarding is typical component of system allowing independent accessibility for people with mobility devices and bicycles
   - Ability to easily integrate with overall transportation system
   - Greater ability to adapt to new technologies
   - Depending on permanence of design, could support Transit Oriented Development

2. **Autonomous Road “Train” (on pavement with rubber tires)**
   
   Benefits:
   - Strong transit ridership potential
   - Level boarding is typical component of system allowing independent accessibility for people with mobility devices and more space for bicycles
   - Supportive of greenhouse gas emission reduction goals
   - Travel time is likely to be more reliable
   - Supports Transit Oriented Development

3. **Electric Light Rail**
   
   Benefits:
   - Strong transit ridership potential
   - Travel time is likely to be more reliable
   - Corridor has least risk of losing continuity of corridor from loss of easements
   - Level boarding is typical component of system allowing independent accessibility for people with mobility devices and more space for bicycles
   - Compatible with freight rail if temporally separated
• Supportive of greenhouse gas emission reduction goals
• Supports Transit Oriented Development

4. **Electric Commuter Rail**

Benefits:
• Faster and more reliable travel times
• Strong transit ridership potential
• Vehicles can comingle with freight in shared-use corridor
• Corridor has least risk of losing continuity of corridor from loss of easements
• Level boarding is typical component of system allowing independent accessibility for people with mobility devices and more space for bicycles
• Supportive of greenhouse gas emission reduction goals
• Supports Transit Oriented Development

**Milestone 2 Stakeholder Engagement**

Stakeholder engagement for Milestone 2 of the TCAA has been extensive. RTC staff encourages participation from a diverse set of transportation interests including members of the public, community organizations, RTC Advisory committees, and partner agencies. Input was solicited from the public through an online open house that was designed similar to an in-person open house with a series of three stations that provided background information on the alternatives analysis, the results of the screening, the draft alternatives to move forward into the Phase 2 quantitative analysis and a survey to solicit input on the information presented ([https://sccrtc-tcaa.com/](https://sccrtc-tcaa.com/)). Input through the online open house was collected from April 13 through May 11. There were over 900 visits to the online open house and over 600 survey responses. Notification of the online open house was promoted through email blasts, social media, print/radio ads, media coverage, and RTC website news. The TCAA project team responded to questions from the public through a Frequently Asked Questions (FAQs) document posted on the RTC website ([https://sccrtc.org/wp-content/uploads/2020/05/SCCRTC-TCAA_FAQ_Final-5-12-20.pdf](https://sccrtc.org/wp-content/uploads/2020/05/SCCRTC-TCAA_FAQ_Final-5-12-20.pdf)).

Comments received include:

• Benefits of rail transit are that it is more comfortable, quieter, can be implemented sooner, has greater ridership potential than other options
• Rail transit has easiest access and more room for mobility devices and bicycles
• Consider additional transit stops at 30th Avenue, 7th Avenue, Almar Avenue
• Why consider the Autonomous Road “Train” in the short list? What is the advantage over other rail alternatives?
• Any use other than rail options is a fatal flaw given the risks of not implementing rail
• A heavier commuter rail option is not necessary for Santa Cruz County. Freight and Roaring Camp can be accommodated with light rail through temporal separation.
• Include Personal Rapid Transit on the short list of alternatives to evaluate in Phase 2 quantitative analysis as the screening results are not representative of PRT
• In Phase 2, evaluate how the alternatives impact the trail.
• Analyze how alternatives perform in a pandemic
• Concern expressed about continuity of the corridor if pursue options other than rail
• In the open-ended comment section of the survey, numerous comments expressed interest in no transit and a bicycle and walking trail only
• Concerns expressed about the cost of the transit system and its impact on neighborhoods
• Concern expressed about how the trail will be accommodated at the rail bridges
• How will the transit system affect traffic at the roadway crossings?
• Will the transit system separate neighborhoods, eliminate access to beaches and other destinations?
• The number of station stops in a typical commuter rail system would not be enough for Santa Cruz County
• Include in evaluation how to connect to UCSC

RTC staff presented the TCAA screening results and draft short list of alternatives to the Santa Cruz Metropolitan Transit District (SCMTD). SCMTD provided comments and asked questions. It was discussed whether a personal rapid transit (PRT) system should be evaluated in Phase 2. The high costs of a PRT system whether on the ground or elevated, the visual impacts of an elevated system, the additional right-of-way potentially needed, and the lack of robust examples available for PRT systems globally were determined by the project team to be significant reasons to not recommend PRT for further analysis.

Input was also sought from the RTC Advisory Committees (Bike Committee, Elderly and Disabled Transportation Advisory Committee, and Interagency Technical Advisory Committee), and Partner Agencies through online meetings. The RTC Bicycle Committee passed a motion to express the Committee’s current preference for light rail and commuter rail due to potentially greater bicycle capacity and shorter travel times (8 in favor, 3 abstained). The RTC Elderly and Disabled Transportation Advisory Committee passed a motion to express preference for the rail alternatives (9 in favor, 1 against).

Stakeholder engagement included the following:

• March 19, 2020: Ad Hoc Committee Meeting
• April 13, 2020 – May 11, 2020: Public Online Open House
• April 13, 2020: RTC Bicycle Advisory Committee
• April 14, 2020: RTC Elderly and Disabled Transportation Advisory Committee
• April 29, 2020: Partner Agency Meeting
• May 15, 2020: METRO board meeting
• May 21, 2020: Interagency Technical Advisory Committee meeting
Input from the various stakeholders can be found on the TCAA webpage (https://sccrtc.org/projects/multi-modal/transitcorridoraa/) and are linked individually below:

- Public comments received after May 11 at 11:59 PM until Wednesday, June 3 at 12:00PM will be added as received – https://sccrtc.org/wp-content/uploads/2020/05/TCAA-Public-Comments-M2-after-20200511-1.pdf

All comments received were considered by the TCAA project team for revising the draft short list of alternatives. The project team considered whether the Autonomous Road “Train” should be included in the Phase 2 analysis given public input questioned this alternative and how it would be beneficial compared to a rail alternative. HDR consultants recommend keeping this alternative on the short list given the direction of technology for autonomous vehicles is currently emphasizing systems on pavement.

**NEXT STEPS**

- **June - September, 2020**: Performance measure analysis on Short List of Alternatives
- **September 2020**: Outreach on Milestone 3 – Analysis Results and Draft Locally Preferred Alternative
- **October 2020**: Presentation to the RTC on the Analysis Results and Locally Preferred Alternative
- **November 2020**: Locally Preferred Alternative presented to the RTC for potential approval
- **January 2021**: TCAA Report and Business Plan presented to the RTC for potential approval

**SUMMARY**

The Transit Corridor Alternatives Analysis is using a triple bottom line framework for evaluating transit investment options that provide an integrated transit network for Santa Cruz County utilizing all or part of the length of the Santa Cruz Branch Rail Line as a dedicated transit facility. The TCAA project team requests that the RTC review and approve Milestone 2 – the screening results and short list of alternatives to be considered for further analysis.

**Attachments:**

1. Screening Results
2. Draft Short List of Alternatives
3. TCAA Fact Sheet
PROJECT GOALS FOCUS ON “TRIPLE BOTTOM LINE” APPROACH BASED ON:

- Economy
- Equity
- Environment

ALTERNATIVES ANALYSIS PROCESS

- Initial List of Alternatives
- Qualitative High-Level Screening
- Short List of Alternatives
- Quantitative Analysis on Performance Measures

Locally-Preferred Alternative
Alternatives assessed for fiscal feasibility and ability to develop a well-integrated transportation system that supports economic vitality.

Alternatives assessed for ability to provide an accessible, equitable, reliable, safer, and more efficient multimodal transportation system.

Alternatives evaluated for how well they promote a healthier environment addressing key elements such as greenhouse gas emissions, climate adaptation, ridership and other potential environmental impacts.

Alternatives evaluated for technical feasibility, ability to integrate into existing system and meet regulatory requirements and minimize additional right-of-way needs.

See RESOURCES to review Analysis Framework handout.
**MILESTONE 1** identified transit alternatives categorized into core and connector services

<table>
<thead>
<tr>
<th><strong>CORE SERVICES</strong></th>
<th><strong>CONNECTOR SERVICES</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilizes rail right-of-way for majority of its available length and to its fullest extent possible</td>
<td>Offers connections between core services and destinations</td>
</tr>
</tbody>
</table>

**BUS ALTERNATIVES:**
Passenger-carrying vehicles with rubber tires running on pavement with capacity generally greater than 10 persons

**RAIL ALTERNATIVES:**
Passenger-carrying service with fixed steel rails, fixed stops and using exclusive guideway

**OTHER ALTERNATIVES:**
Progressive and innovative transit services designed to meet unique transportation needs more regularly in many communities

See [RESOURCES](#) to review full Alternatives handout.
## Alternative Scoring Results: Economy

<table>
<thead>
<tr>
<th>Metric:</th>
<th>Is Fiscally Feasible</th>
<th>Results in a well-integrated transportation system that supports economic vitality</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capital Costs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A = Most Desirable</td>
<td>Capital cost/mile less than $20M/mile.</td>
<td>Transit service with fixed infrastructure that suggests permanence.</td>
</tr>
<tr>
<td>B = Moderately Desirable</td>
<td>Capital cost/mile - $20M/mile to $40M/mile.</td>
<td>Transit service that may or may not be designed to suggest permanence.</td>
</tr>
<tr>
<td>C = Least Desirable</td>
<td>Capital cost/mile greater than $40M/mile and/or technology uncertain.</td>
<td>Transit service with non-fixed infrastructure that does not suggest permanence or alternatives with limited capacity.</td>
</tr>
<tr>
<td><strong>Operations &amp; Maintenance Costs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A = Most Desirable</td>
<td>O&amp;M less than $1/passenger mile.</td>
<td>Low capital expenditures and low likelihood of TOD.</td>
</tr>
<tr>
<td>B = Moderately Desirable</td>
<td>O&amp;M is $1-$2/ passenger mile.</td>
<td>Moderate capital expenditures and/or likelihood of TOD.</td>
</tr>
<tr>
<td>C = Least Desirable</td>
<td>Non-traditional core services not implemented nationally in variety of communities. Funding may or may not be available to support these alternatives.</td>
<td>Incompatible with freight.</td>
</tr>
</tbody>
</table>

**Goal:** Is Fiscally Feasible

- **A** = Most Desirable
- **B** = Moderately Desirable
- **C** = Least Desirable

**Alternative Scenario:**

- **ECONOMY**
- **阑**: Fiscally Feasible
  - Goal: Results in a well-integrated transportation system that supports economic vitality

**Infrastructure:**

- **Traditional transit core services implemented nationally in numerous communities. Funding available through variety of public and private sources.**
- **Non-traditional core services not implemented nationally in variety of communities. Funding may or may not be available to support these alternatives.**
- **Transit service with non-fixed infrastructure that does not suggest permanence or alternatives with limited capacity.**

**Operational Costs:**

- **O&M less than $1/passenger mile.**
- **O&M is $1-$2/passenger mile.**
- **Non-traditional core services not implemented nationally in variety of communities. Funding may or may not be available to support these alternatives.**

**Technology:**

- **Crime:**
- **Technology uncertain.**
- **Other alternative.**
## Alternative Scoring Results: Equity

<table>
<thead>
<tr>
<th>Goal:</th>
<th>Promotes active transportation</th>
<th>Supports safer transportation for all modes</th>
<th>Offers reliable and efficient transportation choices that serve the most people</th>
<th>Offers reliable and efficient transportation choices that serve the most people</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metric:</td>
<td>ACTIVE TRANSPORTATION</td>
<td>SAFETY</td>
<td>ACCESS</td>
<td>TRAVEL TIME</td>
</tr>
<tr>
<td>A = Most Desirable</td>
<td>Alternative can transport relatively more bicycles.</td>
<td>National statistics report fatalities and injuries per 100 million miles traveled with collision costs of &lt; $100 million.</td>
<td>Level boarding is typically a component of system allowing independent accessibility for most users.</td>
<td>Less than 45 minutes in travel time between Pajaro and Westside Santa Cruz.</td>
</tr>
<tr>
<td>B = Moderately Desirable</td>
<td>Can transport a minimal number of bicycles, depending on space.</td>
<td>National statistics report fatalities and injuries per 100 million miles traveled with collision costs between $100 - $200 million.</td>
<td>Level boarding is typically a component of system but access point is elevated requiring use of elevator.</td>
<td>Between 45-70 minutes in travel time between Pajaro and Westside Santa Cruz.</td>
</tr>
<tr>
<td>C = Least Desirable</td>
<td>Bicycles cannot be transported on vehicle and/or vehicle is relatively small. Elevated systems are less desirable as access requires elevator.</td>
<td>National statistics report fatalities and injuries per 100 million miles traveled with collision costs greater than $200 million.</td>
<td>Level boarding is not typically a component of system and not likely to have independent accessibility.</td>
<td>Greater than 70 minutes in travel time between Pajaro and Westside Santa Cruz.</td>
</tr>
</tbody>
</table>

### Local Bus & Right-of-Way Bus
- **A** = Most Desirable
- **B** = Moderately Desirable
- **C** = Least Desirable

### Arterial & Right-of-Way Bus Rapid Transit
- **A/B**

### Dual Rail & Bus Vehicles
- **B**

### Commuter Express Bus
- **B**

### Autonomous Road “Train” (on pavement w/ rubber tires)
- **A**

### Micro-shuttles
- **C**

### Shuttles (Light Duty, Van, Electric Vehicle)
- **C**

### Intercity Rail
- **A**

### Light Rail/Electric Multiple Unit
- **A**

### Monorail/Automated People Mover
- **B/C**

### Commuter Rail/Electric Multiple Unit
- **A**

### Light Rail/Diesel Multiple Unit
- **A**

### Tram/Trolley/Streetcar
- **A/B**

### Personal Rapid Transit
- **C**

### Inverted/Elevated Personal Rapid Transit
- **C**

### Hyperloop
- **C**

### Gondola
- **C**

### String Rail
- **C**
## Environment

### Goal:

Promotes a healthier environment

### Metric:

<table>
<thead>
<tr>
<th>TRANSIT RIDERSHIP</th>
<th>EMISSIONS REDUCTION</th>
<th>CLIMATE ADAPTATION</th>
<th>BIOLOGICAL, VISUAL, NOISE, AND VIBRATION</th>
<th>ENERGY USAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A = Most Desirable</td>
<td>Estimated daily ridership relatively high.</td>
<td>Significant ability to reduce GHG emissions because alternative is expected to divert drivers from automobiles.</td>
<td>Alternative is elevated and not prone to sea level rise/climate impacts.</td>
<td>Not elevated so not visually obstructive, least noisy, least likely to cause vibration.</td>
</tr>
<tr>
<td>B = Moderately Desirable</td>
<td>Estimated daily ridership relatively moderate.</td>
<td>Moderately able to reduce GHG emissions because alternative is expected to divert drivers from automobiles.</td>
<td>Alternative may use flood-prone right-of-way but can divert. Travel time would increase but alternative can adapt to flooding (bus).</td>
<td>Alternative may be elevated and visually obstructive, may be relatively noisy or cause vibration, but not all three.</td>
</tr>
<tr>
<td>C = Least Desirable</td>
<td>Estimated daily ridership relatively low.</td>
<td>Least able to reduce GHG emissions because alternative is not expected to significantly divert drivers from automobiles.</td>
<td>Alternative is at ground-level and fixed and without adapting design may be prone to sea level rise/climate impacts with no ability to divert.</td>
<td>Alternative is elevated and visually obstructive, is noisy and causes relatively greater vibration than other modes.</td>
</tr>
</tbody>
</table>

### Estimated Daily Ridership

- **Local Bus & Right-of-Way Bus**: C
- **Arterial & Right-of-Way Bus Rapid Transit**: B
- **Dual Rail & Bus Vehicles**: C
- **Commuter Express Bus**: C
- **Autonomous Road “Train” (on pavement w/ rubber tires)**: A
- **Micro-shuttles**: C
- **Shuttles (Light Duty, Van, Electric Vehicle)**: C
- **Intercity Rail**: C
- **Light Rail/Electric Multiple Unit**: A
- **Monorail/Automated People Mover**: A
- **Commuter Rail/Electric Multiple Unit**: A
- **Light Rail/Diesel Multiple Unit**: A
- **Tram/Trolley/Streetcar**: B
- **Personal Rapid Transit**: B
- **Inverted/Elevated Personal Rapid Transit**: B
- **Hyperloop**: C
- **Gondola**: C
- **String Rail**: B

### Energy Usage

- **Local Bus & Right-of-Way Bus**: B
- **Arterial & Right-of-Way Bus Rapid Transit**: B
- **Dual Rail & Bus Vehicles**: B
- **Commuter Express Bus**: B
- **Autonomous Road “Train” (on pavement w/ rubber tires)**: A
- **Micro-shuttles**: B/C
- **Shuttles (Light Duty, Van, Electric Vehicle)**: A
- **Intercity Rail**: A/B
- **Light Rail/Electric Multiple Unit**: C/B
- **Monorail/Automated People Mover**: B/C
- **Commuter Rail/Electric Multiple Unit**: B/C
- **Light Rail/Diesel Multiple Unit**: B/C
- **Tram/Trolley/Streetcar**: A/B
- **Personal Rapid Transit**: A/B
- **Inverted/Elevated Personal Rapid Transit**: B
- **Hyperloop**: A
- **Gondola**: B/C
- **String Rail**: B
### OTHER GOALS

<table>
<thead>
<tr>
<th>Goal:</th>
<th>Technical Feasibility</th>
<th>Consistent with Other Planning Efforts</th>
<th>Consistent with Regulatory Requirements</th>
<th>Integration</th>
<th>Ability to Adapt to New Technology</th>
<th>Right-Of-Way</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A = Most Desirable</strong></td>
<td>Tested technology, traditional and technically feasible.</td>
<td>Consistent with greatest number of plans, including SCORTC Regional Transportation Plan, AMBAG Metropolitan Transportation Plan/Sustainable Communities Strategy, METRO Plans, Unified Corridor Study, CA State Rail Plan.</td>
<td>Consistent with regulations, including GHG emissions, Coastal Commission, Proposition 116.</td>
<td>Traditional bus or rail transit that has shown to easily integrate into the overall transportation system.</td>
<td>More flexible infrastructure and lower vehicle purchase cost/sharper useful life therefore more flexibility to adapt to new technologies.</td>
<td>Right-of-way supports two-way service with single lane and sidewalks or one-way travel in the right-of-way with reverse on parallel local road network.</td>
</tr>
<tr>
<td><strong>B = Moderately Desirable</strong></td>
<td>Infrastructure exists and has been tested buy is not a traditional transit option and may be less technically feasible/is more uncertain.</td>
<td>Consistent with some plans, including those listed above.</td>
<td>Consistent with some regulations, listed above.</td>
<td>Elevated alternative/ non-traditional which may be integrated into the overall transportation system but few examples exist.</td>
<td>Infrastructure is less flexible and vehicles are relatively more costly/relatively longer useful life therefore less flexibility to adapt to new technologies.</td>
<td>Elevated systems may accommodate two-way transit travel on the right-of-way.</td>
</tr>
<tr>
<td><strong>C = Least Desirable</strong></td>
<td>Alternative has either not been build or there are limited examples for distances of 20 miles</td>
<td>Not consistent with any plans listed.</td>
<td>Not consistent with any regulations, listed above.</td>
<td>Uncertain how alternative will interact with overall transportation system.</td>
<td>Infrastructure and vehicles are often proprietary therefore least flexible to adapt to new technologies.</td>
<td>Accommodating two-way travel on right-of-way may be problematic.</td>
</tr>
</tbody>
</table>

**Local Bus & Right-of-Way Bus**  
A  
**Arterial & Right-of-Way Bus Rapid Transit**  
A  
**Dual Rail & Bus Vehicles**  
B  
**Commuter Express Bus**  
A  
**Autonomous Road “Train” (on pavement w/ rubber tires)**  
B  
**Micro-shuttles**  
B  
**Shuttles (Light Duty, Van, Electric Vehicle)**  
A  
**Intericty Rail**  
A  
**Light Rail/Electric Multiple Unit**  
A  
**Monorail/Automated People Mover**  
B  
**Commuter Rail/Electric Multiple Unit**  
A  
**Light Rail/Diesel Multiple Unit**  
A  
**Tram/Trolley/Streetcar**  
A  
**Personal Rapid Transit**  
C  
**Inverted/Elevated Personal Rapid Transit**  
C  
**Hyperloop**  
C  
**Gondola**  
B/C  
**String Rail**  
C

- **A = Most Desirable**  
- **B = Moderately Desirable**  
- **C = Least Desirable**
The initial screening identified seven alternatives that ranked at the top. Of these alternatives, the four in bold are being recommended to move forward for a detailed performance analysis.

- **Commuter Rail/Electric Multiple Unit**
- **Light Rail/Electric Multiple Unit**
- **Light Rail/Diesel Multiple Unit**
- **Arterial & Right-of-Way Bus Rapid Transit (BRT)**
- **Intercity Rail**
- **Autonomous Road “Train” (on pavement with rubber tires)**
- **Tram/Trolley/Streetcar**

The following logic was used to identify four out of the seven alternatives moving into a Quantitative Performance Measure Analysis:

- Clean and green/sustainable alternatives will be considered for the TCAA planning process and thus fossil fuel options have been eliminated.
- Commuter Rail/EMU has similar benefits to Intercity Rail but is better suited to frequent, all-day service with multiple stations.
- Tram/Trolley/Streetcar alternatives implemented in many urban areas typically run on city roadways shared with private vehicles rather than dedicated corridors similar to the Santa Cruz Branch Line. In addition, this alternative typically runs at a slower speed and provides less transit capacity than other alternatives. The Light Rail/EMU alternative could accommodate “streetcar” style vehicles as long as the speeds and capacity meet the definition of this alternative.
Arterial & Right-of-Way Bus Rapid Transit (BRT)

A fixed-route bus system that could operate primarily on the Santa Cruz Branch Line as a dedicated right-of-way, as well as on Highway 1 bus on shoulders/auxiliary lanes and the local roadway network. BRT systems typically provide an urban or interurban service. These systems typically have defined passenger stations, short headway bidirectional services for a substantial part of weekdays and weekend days, off-board fare collection to reduce travel times, and separate branding of the service. BRT operations on the Santa Cruz Branch Line could be a combination of two-way and one-way with reverse direction on parallel local streets.

Typical Characteristics:
- Vehicle speeds up to 65 mph maximum
- BRT is incompatible with freight on the same corridor, but BRT could be moved off corridor to preserve freight in Watsonville
- Transit signal priority at roadway crossings
- Frequency of peak period service
  - 8 to 20 minute headways
- Level-platform boarding and non-level boarding at on-street stops
- Propulsion type
  - Electric–hydrogen fuel cell, battery

Benefits:
- Capital costs relatively lower than other modes
- Level boarding allows independent accessibility for mobility devices and space for bicycles
- Integrates easily with overall transportation system
- Greater ability to adapt to new technologies
- Depending on permanence of design, could support Transit Oriented Development
An emerging transit mode that combines the benefits of bus rapid transit and light rail with advanced autonomous driving features, providing an urban or interurban service. The system uses rubber tires running on pavement within a dedicated running way. The vehicles resemble light rail vehicles with a similar passenger capacity. The system would use similar infrastructure to a BRT system, including permanent stations, transit signal priority, and offering frequent service. The autonomous road “train” will run solely on the Santa Cruz Branch Line. Operation on a single lane with sidings allows for two-way travel. An autonomous road “train” system has recently been deployed in the city of Yibin, China.

**Typical Characteristics:**
- Vehicle speeds capable of 40 to 45 mph maximum
- System runs on pavement and thus is incompatible with freight on the same corridor
- Transit signal priority at roadway crossings
- Frequency of peak period service
  - 10 to 30 minute headways
- Level or non-level platform boarding
- Propulsion type
  - Electric–Overhead, hydrogen fuel cell, battery

**Benefits:**
- Strong transit ridership potential
- Level boarding allows independent accessibility for mobility devices and space for bicycles
- Supports greenhouse gas emission reduction goals
- Greater ability to adapt to new technologies
- Travel time will likely be more reliable
- Supports Transit Oriented Development
Electric Light Rail

Passenger rail service operating on fixed rails typically providing an urban or interurban service with a lighter volume ridership capacity compared to commuter rail. Operations on a single track with sidings that allow for two-way travel.

**Typical Characteristics:**
- Vehicle speeds capable of 30 to 60 mph maximum
- Vehicle can operate with freight in shared-use corridors only if temporally separated
- Centralized Traffic Control (CTC) or similar signal system only, as light rail is temporally separated from freight operations
- Frequency of peak period service
  - 10 to 30 minute headways
- Level or non-level platform boarding
- Propulsion type
  - Electric–Overhead, hydrogen fuel cell, battery

**Benefits:**
- Strong transit ridership potential
- Corridor has least risk of losing continuity from loss of easements
- Level boarding allows independent accessibility for mobility devices and bicycles
- Supportive of greenhouse gas emission reduction goals
- Supports Transit Oriented Development
Electric Commuter Rail

Passenger rail service operating on fixed rails typically providing an interurban or regional service. Commuter rail typically has a higher volume ridership capacity and relatively longer distance between stops compared to light rail. Operations on a single track with sidings allows for two-way travel.

Typical Characteristics:

- Vehicle speeds capable of 30 to 60 mph maximum
- Vehicles can comingle with freight in shared-use corridors
- Centralized Traffic Control (CTC) and Positive Train Control (PTC) is required
- Frequency of peak period service
  - 20 to 30 minute headways
- Level or non-level platform boarding
- Propulsion type
  - Electric – Overhead, hydrogen fuel cell, battery

Benefits:

- Faster travel times and strong transit ridership potential
- Compatible with freight rail
- Corridor has least risk of losing continuity from loss of easements
- Level boarding allows independent accessibility for mobility devices and space for bicycles
- Supportive of greenhouse gas emission reduction goals and Transit Oriented Development
In late 2019, the Santa Cruz County Regional Transportation Commission (RTC), in partnership with Santa Cruz Metropolitan Transit District (METRO), initiated the next phase of planning for a transit corridor along the existing rail right-of-way that will provide additional travel options, and enhanced access and connectivity for residents, businesses and visitors. One of the outcomes of the Unified Corridor Investment Study, completed in January 2019, was to reserve the Santa Cruz Branch Rail Line (SCBRL) for high-capacity public transit adjacent to a bicycle and pedestrian trail.

The Transit Corridor Alternatives Analysis (TCAA) will evaluate public transit investment options that provide an integrated transit network for Santa Cruz County utilizing all or part of the length of the rail right-of-way as a dedicated transit facility. A performance-based planning approach based on a triple bottom line sustainability framework will be utilized to assess various public transit options for the rail right-of-way. Transit alternatives will be compared to define a locally-preferred alternative that offers the greatest benefit to Santa Cruz County in terms of equity, environment, and economy. Proposed future intercounty and interregional connections to Monterey, Gilroy, the San Francisco Bay Area and beyond will be considered.
During the TCAA planning process, project goals, screening criteria and performance measures will be established to screen and then evaluate the performance of each potential alternative quantitatively. Potential transit alternatives will consider mode types such as rail, bus and other innovative services. Potential connector services will also be evaluated. The analysis will identify potential infrastructure, vehicle type and right-of-way needs as well as other potential transit features.

Agency partners, local and regional stakeholders and the general public will have the opportunity to provide valuable input into the alternatives and evaluation criteria to aid in narrowing down to a feasible transit solution. The ultimate goal of the TCAA is to identify one locally-preferred transit alternative that meets the needs of the diverse community for which it will serve.

**TCAA HIGHLIGHTS**

- Rail right-of-way passes within one mile of half of the county’s population and can provide access to 44 schools and 92 parks.
- Involves the community, partner agencies, RTC and METRO in the decision-making process to identify a preferred alternative and next steps.
- Rail Network Integration Study funded by Caltrans will be performed as part of the Alternatives Analysis.
- Utilizes a performance-based planning approach with a triple-bottom line framework of equity, environment and economy.
- Develops a strategic business plan for the selected alternative, including a cash flow analysis of environmental clearance, right-of-way, design, construction, operations and maintenance.
KEY MILESTONES
RTC and our METRO partner are committed to engaging the public and regional stakeholders throughout the TCAA process. The outreach program will include multiple opportunities to share information, listen and address concerns as well as seek valuable input to help identify a preferred transit alternative to serve and connect our communities. To stay informed, visit the project website to be added to the contact list. New information will be distributed electronically through the website, social media and email blasts along with in-person distribution at meetings.

STAY INFORMED

WEBSITE
sccrtc.org/transitcorridoraa

PHONE
831.460.3200

E-MAIL
transitcorridoraa@sccrtc.org

E-SUBSCRIPTIONS
sccrtc.org/about/esubscriptions

INSTAGRAM
@sccrtc

FACEBOOK
@sccrtc

TWITTER
@santacruzrtc