AGENDA

Thursday, October 1, 2020
9:00 a.m.

NOTE LOCATION THIS MONTH
Community TV Zoom
Web: https://us02web.zoom.us/j/88132729410
Dial-in: 1 669 900 6833
Webinar ID: 881 3272 9410

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, may not take action on items that are not on the agenda.

   Speakers are requested to 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. Accept draft minutes of the August 11, 2020 Elderly & Disabled Transportation Advisory Committee meeting.

5. Approve draft minutes of the September 03, 2020 Regional Transportation Commission meeting.

6. Accept draft minutes of the September 17, 2020 Interagency Technical Advisory Committee meeting.

**POLICY ITEMS**

   No consent items

**PROJECTS and PLANNING ITEMS**

7. Approve authorizing the executive director to execute a construction contract with Precision Grading, Inc. for repairs to storm damage sites 4 and 6 on the Santa Cruz Branch Rail Line (**Resolution**)
BUDGET AND EXPENDITURES ITEMS

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


ADMINISTRATION ITEMS

10. Approve the Regional Transportation Commission meeting schedule for 2021.

11. Approve the California Public Employee’s Retirement System (CalPERS) health benefit contribution rates for plan year 2021. (Resolution)

INFORMATION/OTHER ITEMS

12. Accept monthly meeting schedule.

13. Accept correspondence log.

14. Accept letters from RTC committees and staff to other agencies. - none

REGULAR AGENDA

15. Commissioner reports – oral reports

   (Guy Preston, Executive Director)

17. Caltrans report
   a. Santa Cruz County project updates
18. Santa Cruz County and Monterey County Rail Network Integration Studies
   (Ginger Dykaar, Sr. Transportation Planner, Debbie Hale, TAMC Executive Director and Christina Watson, TAMC Principal Transportation Planner)
   a. Staff report
   b. Monterey and Bay Area Rail Network Map
   c. Monterey County Rail Extension Fact Sheet
   d. Pajaro/Watsonville Multimodal Transportation Station
   e. Monterey Bay Area Rail Network Integration Study - Draft Future Network Service Vision Memo

19. North Coast Rail Trail – State of California Department of Parks and Recreation (State Parks) Operating Agreement
   (Grace Blakeslee, Sr. Transportation Planner)
   a. Staff report
   b. Resolution

20. Review of items to be discussed in closed session

CLOSED SESSION

21. Conference with Legal Counsel – Anticipated Litigation
   (Pursuant to Government Code Section 54956.9(d)(2))
   Significant Exposure to Litigation – Two Cases

22. Conference with Real Property Negotiators
   (Pursuant to Government Code Section 54956.8)
   Properties: 2505 Chanticleer Avenue (APN No. 029-013-54), Santa Cruz; 2460 17th Ave. #A (APN Nos. 029-321001 and 029-321-02, Santa Cruz; 2601 Chanticleer Ave (APN No. 025-161-24), Santa Cruz; and 2606/2610 Chanticleer Ave (APN Nos. 025-171-19,20, 21, 22, 23), Santa Cruz
   Agency Negotiators: Guy Preston, Luis Mendez and Sarah Christensen
   Negotiating Parties: SCCRTC, Soquel Creek Water District, Santa Cruz Freeholders, Santa Cruz SPCA and Humane Society, and Murchison/Taylor Owners Association
   Under Negotiation: Price and terms for Purchase of Temporary and Permanent Easements
23. Conference with Real Property Negotiators  
(Pursuant to Government Code Section 54956.8)  

Properties: Santa Cruz County Branch Railway (Tracts I and II)  
Agency Negotiators: Guy Preston, Luis Mendez and Steve Mattas  
Negotiating Parties: SCCRTC and Saint Paul and Pacific Railway, LLC, a subsidiary of Progressive Rail Incorporated.  

Under Negotiation: Terms for License Agreement  

**OPEN SESSION**  

24. Report on closed session  

25. Next meetings  

The next RTC meeting is scheduled for Thursday, November 05, 2020 at 9:00 a.m. by teleconference.  

The next Transportation Policy Workshop meeting is scheduled for Thursday, November 19, 2020 at 9:00 a.m. by teleconference.  

**HOW TO REACH US**  
Santa Cruz County Regional Transportation Commission  
1523 Pacific Avenue, Santa Cruz, CA 95060  
phone: (831) 460-3200 / fax: (831) 460-3215  

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

**HOW TO STAY INFORMED ABOUT RTC MEETINGS, AGENDAS & NEWS**  
Broadcasts: Many of the meetings are broadcast live. Meetings are cablecast by Community Television of Santa Cruz. Community TV’s channels and schedule can be found online ([www.communitytv.org](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/.

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 person 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](http://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 Titulo VI del Acta Sobre los Derechos Civiles. Cualquier persona que cree haber sido ofendida por la RTC bajo el Titulo VI puede entregar queja con la RTC comunicándose al (831) 460-3212 o 1523 Pacific Avenue, Santa Cruz, CA 95060 o en línea al [www.sccrtc.org](http://www.sccrtc.org). También se puede quejar directamente con la Administración Federal de Transporte en la Oficina de Derechos Civiles, Atención: Coordinador del Programa Titulo VI, East Building, 5th Floor-TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.
Santa Cruz County Regional Transportation Commission’s 
Elderly & Disabled Transportation Advisory Committee 
(Also serves as the Social Service Transportation Advisory Council)

DRAFT MINUTES 
1:30pm - 3:30pm 
Tuesday, August 11, 2020

NOTE: TELECONFERENCE 
Join the online meeting to see presentations: 
https://us02web.zoom.us/j/82613239724 
Online meeting ID: 826 1323 9724 
Dial-in number (US): +1 669 900 9128

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

This meeting is being held by teleconference in accordance with the Brown Act as 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, which allow local board and committee members and the public to participate and conduct meetings by teleconference, videoconference, or both. View full executive order.

1. Roll call

The meeting was called to order at 1:35 p.m.

Members present:
Kirk Ance, CTSA (Lift Line)
Deborah Benham, 5th District
Janet Edwards, 1st District
Michael Pisano, Potential Transit User (60+)
Patty Talbot, Social Services Provider – Seniors
Lisa Berkowitz, CTSA (Community Bridges)
Veronica Elsea, 3rd District
Tara Ireland, Social Service Provider – Persons of Limited Means
Caroline Lamb, Potential Transit User (Disabled)
John Daugherty, SCMTD (Metro)
Phil Kipnis, 1st District Alternate
Daniel Zaragoza, SCMTD (Metro) Alternate

Unexcused absences:
Martha Rubbo, 4th District
Alex Weske Social Service Provider - Disabled

**RTC staff present:**
Grace Blakeslee, Senior Transportation Planner
Amanda Marino, Transportation Planner
Amy Naranjo, Transportation Planner
Rachel Moriconi, Senior Transportation Planner

**Others present:**
Michael Lewis
Murray Fontes, City of Watsonville
Ingrid McRoberts, Caltrans
Audrey Ogden, Caltrans
Terri Persons, Caltrans

2. Introductions
3. Oral communications
4. Additions or deletions to consent and regular agendas
   
   None.

**CONSENT AGENDA**

5. Approved minutes from April 14th, 2020

   A motion (Pisano/Kipnis) was made to approve minutes with the following corrections under Oral Communications: changing “dining site” to “dining sites”. The motion passed unanimously, with members Kirk Ance, Deborah Benham, Lisa Berkowitz, Michael Pisano, Janet Edwards, Patty Talbot, Veronica Elsea, Tara Ireland, John Daugherty, Phil Kipnis, Daniel Zaragoza, and Caroline Lamb voting in favor.

6. Received the Triennial Performance Audit of Santa Cruz County Transit Operators

7. Received Final Unmet Paratransit and Transit Needs list

8. Recommended approval of the City of Watsonville Article 8 Transportation Development Act Allocation Request – MBSST Segment 18 Phase 1

9. Received RTC Meeting Highlights
10. Received Information Items
   a. Updated CORE Investments Program
   b. 6 ways to Make City Streets Safer for Pedestrians
   c. Why the 30th Anniversary of Disabilities Act Matters

11. Received Pedestrian Hazard Report

12. Accept Correspondence from the public

   A motion (Pisano/Edwards) was made to approve the consent agenda. The motion passed unanimously, with members Kirk Ance, Deborah Benham, Lisa Berkowitz, Michael Pisano, Janet Edwards, Patty Talbot, Veronica Elsea, Tara Ireland, John Daugherty, Phil Kipnis, Daniel Zaragoza, and Caroline Lamb voting in favor.

REGULAR AGENDA

13. Received Program Updates
   a. Volunteer Center – 4th Quarter TDA Report

      Committee member Tara Ireland communicated the impacts of COVID-19 on the Volunteer Center’s transportation services and provided updates on the development of the Grocery Shopper Program. The Grocery Shopper Program is currently accepting new participants. For more information visit: https://scvolunteercenter.org/programs/grocery-shopper-program/

   b. Community Bridges – 3rd Quarter TDA Report

      Committee members Kirk Ance and Lisa Berkowitz communicated the impacts of COVID-19 on Community Bridge’s transportation services and the current status of Lift Line’s new essential services programs.

   c. Santa Cruz Metro

      Committee members John Daugherty and Daniel Zaragoza provided an update on Santa Cruz Metro’s level of service, COVID-19 impacts, and communicated the development of the Santa Cruz Metro ParaCruz application.

   d. SCCRTC
Amanda Marino, Transportation Planner, communicated the status of the SCCRTC serving as the Access Fund Administrator for the TNC (Transportation Network Companies) Access for All Program created by the California Public Utilities Commission. 

No action taken.

14. Measure D 5-Year Plan for Regional Projects and Direct Allocation to Community Bridges Lift Line

Rachel Moriconi, Senior Transportation Planner, presented the draft Fiscal Year (FY) 2020/2021-2024/2025 five-year programs of projects (5-Year Plans) for Measure D regional investment categories and projects: Highway Corridors, Active Transportation, Rail Corridor, San Lorenzo Valley-Highway 9 Corridor Improvements and the Highway 17 Wildlife Crossing (Attachments 1-5), and for Community Bridges-Lift Line. The committee discussed, provided input, and addressed questions on the draft five-year programs of projects.

A motion (Kipnis/Edwards) was made to recommend approval of the Measure D 5-Year Plan for Regional Projects and Direct Allocation to Community Bridges Lift Line. The motion passed with members Deborah Benham, Michael Pisano, Janet Edwards, Patty Talbot, Veronica Elsea, Tara Ireland, Phil Kipnis, and Caroline Lamb voting in favor. Committee members Lisa Berkowitz, Kirk Ance, and Daniel Zaragoza abstained from the vote and Member John Daugherty was not present for the vote.

15. Preliminary Draft Project List for the 2045 Regional Transportation Plan and 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy

Amy Naranjo, Transportation Planner, communicated the process of approval and development of the preliminary draft project list for the 2045 Regional Transportation Plan and 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy to the committee. The committee can submit any feedback to Amy Naranjo by emailing anaranjo@scctrc.org by Monday, August 24th, 2020.

No action taken.

16. Caltrans District 5 Active Transportation Plan

Caltrans staff members, Ingrid McRoberts, Audrey Ogden, and Terri Persons presented the Caltrans District 5 Active Transportation Plan. Committee
members provided input during the discussion session with Caltrans District 5 staff highlighting the strategies and opportunities to improve accessibility and safety of pedestrian and transit facilities.

No action taken.

17. Pedestrian Projects Ad-hoc Subcommittee Safe Intersection Design Presentation

The Pedestrian Projects Ad-hoc Subcommittee presented to the E&D TAC on Safe Intersection Design within Santa Cruz County. The Pedestrian Projects Ad-hoc Subcommittee would like to engage in a dialog with the Interagency Technical Advisory Committee (ITAC) on behalf of the E&D TAC. Committee members provided feedback on the presentation highlighting the importance of safe pedestrian facilities.

A motion (Kipnis/Edwards) was made to approve the Pedestrian Projects Ad-Hoc Subcommittee to proceed to present to the Interagency Technical Advisory Committee on behalf of the E&D TAC. The motion passed with members, Deborah Benham, Lisa Berkowitz, Michael Pisano, Janet Edwards, Patty Talbot, Veronica Elsea, Tara Ireland, John Daugherty, Phil Kipnis, Daniel Zaragoza, and Caroline Lamb voting in favor. Members Kirk Ance and Tara Ireland were not present for the vote.

Meeting adjourned at approximately 3:51 pm.

The next E&D TAC meeting is scheduled for Tuesday, October 13, 2020 at 1:30 p.m. at the RTC Office, Santa Cruz. NOTE: Teleconference may be necessary due to COVID-19.

Respectfully submitted, Amanda Marino, Staff
DRAFT MINUTES

Thursday, September 03, 2020
9:00 a.m.

NOTE: Teleconference
Community TV ZOOM
Web: https://us02web.zoom.us/j/89674106616
Dial-in number (US): +1 (669) 900-6833
Webinar ID: 896 7410 6616

1. Roll call.

The meeting was called to order at 9:00 a.m.

Members present:
Mike Rotkin Randy Johnson
Ed Bottorff Sandy Brown
Bruce McPherson Jacques Bertrand
John Leopold Aurelio Gonzalez
Patrick Mulhern (Alt) Greg Caput
Andy Schiffrin (Alt) Scott Eades (Caltrans Ex-Officio)
Trina Coffman-Gomez

Staff present:
Luis Mendez Guy Preston
Yesenia Parra Rachel Moriconi
Krista Corwin Amanda Marino
Amy Naranjo Ginger Dykaar
Grace Blakeslee Sarah Christensen
Shannon Munz Steven Mattas (Legal Counsel)
Tommy Travers Tracy New
Brianna Goodman Fernanda Dias Pini
2. Oral communications.

Received public comment from:
Brian Peoples, Trail Now
Sally Arnold, Friends of the Rail and Trail
Carey Pico
Keith Otto
Ben Vernazza
Michael Saint
Heidi Owens
Barry Scott

3. Additions or deletions to consent and regular agendas.

There were handouts for items 2, 20, & 22 and replacement pages for page 3 of the agenda and items 22 and 24.

CONSENT AGENDA

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

Received public comment from:
Sally Arnold, Friends of the Rail and Trail
Brian Peoples, Trail Now

MINUTES

4. Accepted draft minutes of the April 14, 2020 Elderly and Disabled Transportation Advisory Committee

5. Approved draft minutes of the August 06, 2020 Regional Transportation Commission meeting.

6. Accepted draft minutes of the August 10, 2020 Bicycle Advisory Committee meeting.

7. Accepted draft minutes of the August 20, 2020 Interagency Technical Advisory Committee meeting.
POLICY ITEMS

No consent items.

PROJECTS and PLANNING ITEMS

8. Approved authorizing the Executive Director to enter into an agreement with Industrial Railways Company for drainage ditch maintenance along the Santa Cruz Branch Rail Corridor. (Resolution 4-21)

9. Approved authorizing the Executive Director to negotiate and execute an agreement with a consultant in an amount not to exceed $44,425 and a term ending on February 28, 2021 to conduct Wayfinding and Interpretive Sign Services for the North Coast Rail Trail. (Resolution 5-21)

10. Approved authorizing the Executive Director to enter into an agreement with Lewis Tree Service Inc. for a total amount not to exceed $37,200 for tree maintenance for a period of 16 months to address tree removal and pruning needs along the Santa Cruz Branch Rail corridor. (Resolution 6-21)

BUDGET AND EXPENDITURES ITEMS

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

12. Accepted status report on Measure D revenues

13. Approved City of Watsonville Article 8 Transportation Development Act Claim (Resolution 7-21)

ADMINISTRATION ITEMS

No consent items.

INFORMATION/OTHER ITEMS

14. Accepted monthly meeting schedule.

15. Accepted correspondence log.

16. Accepted letters from RTC board, committees and staff to other agencies.

   a. August 21, 2020 Letter from SCCRTC to Darwin Moosavi, Deputy Secretary of the California State Transportation Agency
17. Accept miscellaneous written comments from the public on RTC projects and transportation issues. - none

18. Accept information items. - none

REGULAR AGENDA

19. Commissioner reports

Commissioner Coffman Gomez directed staff to give an update in collaboration with the Transportation Agency of Monterey County (TAMC) at the next RTC meeting on the collaborative efforts between the two agencies on rail connectivity in South County.

20. Director’s Report

Executive Director Guy Preston gave an update on the Notice of Preparation of a Draft Environmental Impact Report/Environmental Assessment for the Highway 1 Auxiliary Lanes and Bus on Shoulder Improvements between Freedom Boulevard and State Park Drive and noted that the Coastal Rail Trail Segment 12 project is scheduled to be released September 17, 2020 and includes a scoping online open house to collect comments from agencies and members of the public through October 16, 2020. Instructions for participation will be posted to sccrtc.org.

Executive Director Preston noted the damage to infrastructure caused by the CZU Complex fire and that Federal funding is available to affected individuals in Santa Cruz County. The RTC did not sustain any damage to the rail line, while Santa Cruz County reported significant effects on infrastructure with repair work beginning this week.

21. Caltrans Report

The newly-appointed Deputy Director for District 5, Scott Eades, introduced himself to the Commission and reported on the progress of Santa Cruz County projects.

Mr. Eades reported on road closures and openings resulting from the CZU fires and plans to obtain funding to expedite emergency repair projects. Efforts to provide enhancements to pedestrian facilities on Highway 9 between Graham Hill Road and the San Lorenzo Valley school complex and the challenges of this area were highlighted. Construction is estimated to begin in 2024. Construction on crosswalk enhancements on Marchant Street
and Highway 152 is scheduled to begin in October.

Commissioners discussed the operational trade-offs of pedestrian enhancement projects and thanked Caltrans for continuing work on the areas of concern; Commissioner Alternate Schiffrin requested that Caltrans follow up with Commissioner Coonerty’s office regarding efforts to stabilize the area of Liddell Bluff damaged by fires. Mr. Eades also gave an update on debris clean-up on the side of Highway 1 and Watsonville improvements.

Commissioner McPherson experienced technical difficulties and Commissioner Gonzalez took over as vice-chair at 10:39 a.m.

Received public comment from:
Lowell Hurst, Watsonville City Council
Ben Vernazza
Brian Peoples, Trail Now

22. **PUBLIC HEARING:** Measure D: Five-Year Program of Projects for Regional Projects and Community Bridges Lift Line.

Senior Transportation Planner Rachel Moriconi delivered the staff report.

Commissioners discussed: Measure D revenue projection updates; fundraising and design plan for the Highway 17 wildlife crossing; post-COVID decreases in transit ridership and revenue, integration of this data into the Transit Corridor Alternatives Analysis, and impacts on TCAA budget and timeline; funding for implementation of a remedial action agreement between the RTC and the Santa Cruz County Health Department to ensure public safety in the event of hazards resulting from RTC projects on the Santa Cruz Branch Rail Line; reductions in some project budgets and options to reprogram budgets as future grant opportunities are made available.

The public hearing opened at 10:09 a.m.

Received public comment from:
Brian Peoples, Trail Now
Ben Vernazza
Mark Mesiti-Miller
Barry Scott
Michael Saint

Commissioner Alternate Schiffrin moved and Commissioner Rotkin seconded the motion to approve the staff recommendation to adopt a resolution to:

1. Approve the Fiscal Years (FY) 2020/2021-2024/2025 five-year programs of projects for Measure D regional investment categories and projects:
Active Transportation, Highway Corridors, Rail Corridor, the Highway 17 Wildlife Crossing and San Lorenzo Valley-Highway 9 Corridor Improvements (Exhibits A through E), and for Community Bridges-Lift Line (Exhibit F).

2. Amend the Fiscal Year (FY) 2020/21 RTC budget to reflect the updated Measure D “5-year programs of projects”; and

3. Direct staff to use Measure D funds to leverage other grants and implement projects allocated funds in the Measure D 5-year programs of projects.

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

23. TIG/m Rail Vehicle Demonstration

Deputy Director Luis Mendez delivered the staff report and TIG/m representatives Mark Johannessen and Brad Read delivered a video presentation of the rail vehicle, viewable at santacruzstreetcar.org. Mr. Johannessen also presented information on a physical demonstration proposed for Spring 2021.

Commissioner McPherson resumed chairing the meeting at 10:56 a.m.

Commissioners discussed: bicycle capacity of TIG/m’s vehicles; affordability of the vehicles; compatibility of light rail with freight; coupling of the rail cars; fuel sources and emissions; estimated annual costs of operations and maintenance; use of TIG/m technology in Doha, Qatar.

Received public comment from:
Brian Peoples, Trail Now
Michael Saint
Sally Arnold, Friends of the Rail and Trail
Jack Brown
Barry Scott
Matt Ferrell
Ben Vernazza

24. Project List for the 2045 Santa Cruz County Regional Transportation Plan

Transportation Planner Amy Naranjo delivered the staff report.

Commissioners discussed: plan to approve the constrained list in February 2021; addition of a new Harkins Slough bridge to connect Harkin Slough to Buena Vista labor camp, pedestrian facilities at Spreckles Drive; process by
which members of the public may submit project ideas; preparation of a revenue-constrained list to be included in EIR; EIR to be developed in the Spring and scheduled for release at the end of 2021; making the MBSST bridge between Santa Cruz County and Monterey County a higher priority; pedestrian enhancements at SB Riverside Drive turnoff.

Commissioners McPherson and Leopold departed the meeting and Commissioner Gonzalez took over as vice-chair at 11:44 a.m.

Received public comment from:
Heather Adamson
Lowell Hurst
Ben Vernazza
Bob Culbertson

Commissioner Rotkin moved and Commissioner Alternate Schiffrin seconded the motion to:

1. Identify any additional projects or gaps in the transportation system that should be considered for the 2045 Santa Cruz County Regional Transportation Plan (RTP);
2. Approve the preliminary draft project list (Attachment 1) for the 2045 Santa Cruz County RTP;
3. Direct staff to submit the approved project list to the Association of Monterey Bay Area Governments (AMBAG) for inclusion in the project list for the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy;
4. Adding Harkins Slough bridge to connect to Harkins Slough to Buena Vista Labor camp, pedestrian facilities at Spreckles Drive
5. Make the MBSST bridge between Santa Cruz County and Monterey County a higher priority
6. Include pedestrian enhancements at South Bound Riverside Drive turnoff

The motion passed with Commissioners Rotkin, Gonzalez, Bottorff, Coffman-Gomez, Johnson, Brown, Bertrand, and Commissioner Alternates Mulhearn and Schiffrin voting “aye.”
**CLOSED SESSION**

The meeting entered into closed session at 11:43 a.m.

25. Conference with Real Property Negotiators (Pursuant to Government Code Section 54956.8)

**OPEN SESSION**

The meeting reconvened in open session at 12:16. RTC Counsel Steve Mattas reported that the Commission provided direction to the agency negotiators.

26. Next meetings

The next RTC meeting is scheduled for Thursday, October 01, 2020 at 9:00 a.m. by teleconference.

The next Transportation Policy Workshop meeting is scheduled for Thursday, October 15, 2020 at 9:00 a.m. by teleconference.

Respectfully Submitted,

Yesenia Parra
Administrative Services Officer
Attendees:
Ben
Brian (Trail Now)
Carey Pico
Keith Otto
Sally Arnold, Friends of the Rail and Trail
1-831-***-6080
Alex Clifford
Ames Monahan
Barry Scott
Charlotte Dorsey
Cheryl Childs – Mark Thomas
Donna Murphy
Daniel Townsend
David Van Brink
Dianne D
Hannah Davis
Heather Adamson, AMBAG
Jack Brown
Jack Carroll
James Sandoval
Jeanette
Jim Brewer
Jocelyn
Joe
Johanna Lighthill
John Urgo
Lani Egbert
Linda Wilshusen
Mark Mesiti-Miller
Martha Dadala
Matt Farrell
Michael Pisano
Michael Saint
Nadene Thorne
Randy Johnson
Pauline Seales
Steven Schieffer
Sue Kaufmann
Tina
LD Freitas, Seacliff
Susan Cavalieri
Bob Culbertson
Bruce Sawhill
Carl

Panelists:
Gina Cole
Kate Giberson
Dandion1
Trink Praxel
Rarmenda
Doug Deaver
David Dean
Cory Caletti
1-831-***-6051
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Santa Cruz County Regional Transportation Commission
Interagency Technical Advisory Committee (ITAC)

DRAFT MINUTES
Thursday, September 17, 2020, 1:30 p.m.
Teleconference

Due to precautions associated with COVID-19 (coronavirus), the meeting was held by teleconference, consistent with Governor Newsom’s Executive Orders which allow legislative bodies to hold Brown Act meetings via teleconference.

ITAC Members Present
Capitola Public Works and Planning (proxy) - Kailash Mozumder (Vice Chair)
Santa Cruz Public Works and Planning (proxy) - Claire Gallogly (Chair)
Watsonville Public Works - Murray Fontes
Watsonville Community Development - Justin Meek
Association of Monterey Bay Area Governments (AMBAG) - Heather Adamson
Caltrans District 5 - Gus Alfaro
Ecology Action Transportation Demand Management Program - Piet Canin
Santa Cruz Metropolitan Transit District (METRO) - Wondimu Mengistu
Santa Cruz Metropolitan Transit District (METRO) - John Urgo

ITAC Members Absent: County of Santa Cruz, Scotts Valley, University of California at Santa Cruz (UCSC)

RTC Staff Present: Rachel Moriconi, Ginger Dykaar, Amy Naranjo, Thomas Travers

Others Present:
Jacques Bertrand, RTC Commissioner/Capitola Council
Darron Hill, Joe Londono, Kelly McClendon, Doug Hessing, Jenna Shudson, and Malinda Gallaher, Caltrans District 5
Sasha Tepedelenova, AMBAG
John Thurston, Caltrans Headquarters Planning

1. **Call to Order:** Chair Gallogly called the meeting to order at 1:31 p.m.

2. **Introductions:** Roll call introductions were made. All attendees participated by teleconference.

3. **Oral Communications:** Justin Meek reported that the recent American Planning Association (APA) conference focused on equity and justice issues, and Watsonville is working on an environmental justice element for its General Plan. He agreed to share some of the lessons learned at a future
ITAC meeting. He also noted that he has been discussing with the state challenges associated with estimating vehicle miles traveled (VMT) and will report back with more information on that front. Gus Alfaro appreciated AMBAG for making a presentation to Caltrans’s planning staff on its activities-based model.

4. Additions, deletions, or changes to consent and regular agendas: None.

CONSENT AGENDA

The Committee approved a motion (Fontes/Meek) approving the consent agenda (9-0), with members Fontes, Meek, Mozumder (2), Mengistu, Urgo, Canin, Gallogly (2) voting “yes” by roll call vote. Adamson abstained.

5. Approved Minutes of the August 20, 2020 ITAC meeting

REGULAR AGENDA

6. Status of ongoing transportation projects, programs, studies and planning documents

ITAC members provided updates on Measure D-funded projects, RTC-funded projects, and other major projects and planning efforts.

Capitola – Kailash Mozumder reported that the city has been working through items for Caltrans encroachment permits for the 41st Avenue adaptive signal program.

Watsonville – Murray Fontes reported that the Airport Blvd/Holm Road signal project (Highway Safety Improvement Program-funded) is expected to start construction this month. Caltrans is working with Watsonville to integrate complete street bike and pedestrian improvements on Highways 129 and 152. The Active Transportation Program (ATP) application was submitted for bike and pedestrian facilities connecting to Pajaro Valley High School along Harkins Slough Road over Highway 1. Construction of Segment 18 of the Rail Trail is expected to restart soon.

Justin Meek reported that the Watsonville Community Development Department has been working on the VMT model and screening maps for infill development projects and reaching out to state OPR to discuss opportunities and challenges; met with Caltrans to discuss conceptual concepts in the Downtown Specific Plan; and planning is coordinating with public works on general plan and climate action plan development.
METRO – Wondimu Mengistu reported that METRO is implementing its electric bus implementation strategy to transition its fleet to zero emission. METRO finished installing charging infrastructure and 4 new buses will be arriving this fall. METRO is also starting to install up to 10 EV charging portals for non-revenue vehicles using Air District funds. METRO is also planning to use formula shares of SB1 State of Good Repair and Local Partnership Program (LPP) funds on several replacement buses.

AMBAG – Heather Adamson reported that AMBAG is working on the regional growth forecast, working with local jurisdiction staff to add forecast information to the regional travel demand model (RTDM) and within transportation activity zones (TAZ). Work also continues on the Metropolitan Transportation Plan (MTP) update. Requests for Regional Early Action Program (REAP) funding are due to AMBAG next month. While focused on housing, REAP funds can also be used for related planning work.

Ecology Action – Piet Canin reported that Ecology Action helped prepare Active Transportation Program (ATP) applications for Watsonville’s Harkins Slough project, a County Health non-infrastructure grant for 12 schools in Watsonville, and two City of Santa Cruz Rail Trail projects. During Bike October people are encouraged to log their bicycle trips online. Ecology Action is also helping with National Drive Electric events.

SCCRTC – Rachel Moriconi reported that at its September 3, 2020 meeting the RTC board adopted the updated Measure D 5-year plans for regional projects; viewed a video simulation of TIG/m rail vehicles, with a live demonstration planned for spring 2021; and approved the preliminary list of projects for the 2045 Regional Transportation Plan (RTP). She also reported that the Notice of Preparation (NOP) for the environmental document for Highway 1 auxiliary lanes/bus-on-shoulder between Freedom Boulevard and State Park Drive, including portions of rail trail Segment 12, will be released soon. Design and right-of-way for the Highway 1 41st Ave-Soquel Dr project work is expected to be completed by the end of the year. The draft EIR/EA for the Highway 1 State Park Dr to Bay/Porter project is also expected to be released later this year.

Santa Cruz – Clair Gallogly reported that construction continues on phase 1 of Segment 7 of the Rail Trail and HSIP-funded crossing improvements. The city submitted ATP grant applications for Rail Trail Segment 7 phase 2, Rail Trail Segments 8 and 9, and a Delaware-Swanton multiuse path. City staff is also working on their local safety plan and Cycle 10 Highway Safety Improvement Program (HSIP) application.
Caltrans – Gus Alfaro announced that Caltrans will be hosting a SB743 web-based workshop at 11:00 am on October 6, 2020. Caltrans planning grant guidelines are expected to be released soon, with applications likely due in November. He reminded agencies applying for HSIP funds to check in with Caltrans if their project may impact state highway right-of-way. He reported that Caltrans issued an emergency contract to address fire damage on Highway 9 and Highway 236, with reconstruction efforts underway. The fires and smoke did result in delays to most non-emergency projects. He also highlighted announcements and projects listed in the agenda packet – including the Pasatiempo shoulder widening, capital maintenance, pedestrian signal upgrades, and Highway 152 projects. Malinda Gallaher will be the new Local Assistance Engineer for Santa Cruz County. She will be taking over for Donn Miyahara who is retiring.

**Follow-up for ATP Applicants:** Heather Adamson reminded members that agencies are required to send copies of ATP applications to AMBAG.

7. **Caltrans State Highway Operation and Protection Program (SHOOPP) Update**

Darron Hill and Joe Londono, Caltrans District 5, presented the [10-Year SHOPP Book](#) and [webviewer map](#). Agencies should review planned projects and talk to Gus Alfaro and the project manager regarding where opportunities may exist to partner/coordinate, where there might be a conflict with local projects, and potential complete streets components. Mr. Hill highlighted planned projects on Highways 1, 9, 17, and 236 which could be good candidates for coordination regarding transit, bike and pedestrian facilities and emphasized that it is most effective to provide input and suggest project modifications, such as complete street components, when projects are in the “planning” stage and before they have been programmed by the California Transportation Commission (CTC) for SHOPP funds.

8. **Caltrans Draft 2050 California Transportation Plan**

John Thurston, Caltrans Headquarters Statewide Long-Range Planning Branch, provided an overview of the 2050 California Transportation Plan (CTP), available online at [www.CTP2050.com](http://www.CTP2050.com). He highlighted goals, modeling, strategies and recommendations to achieve state goals, differences from the 2040 CTP, and implementation plans. Interested parties are encouraged to provide input on the draft plan through October 22, 2020. A [webinar](#) will be held on September 25, 2020 from 11:30am to 1:00pm.
Committee members requested additional information about the models used to estimate VMT, commented that some strategies are more urban focused, that land use should remain locally driven, and expressed concerns that the plan is not financially constrained and that some strategies may not be reasonable to implement given available funding.

9. **Caltrans District 5 Vulnerability Assessment**

Jenna Schudson, Caltrans District 5, made a presentation regarding the [Caltrans District 5 Vulnerability Assessment](#). The report and maps include information on state highway facilities that are vulnerable to climate “stressors” such as temperature, sea level rise, wildfire, precipitation, storm surge and cliff retreat. Climate stressors can impact project design, maintenance, landscaping/vegetation management, bridges, culverts, visibility, evacuation routes, and result in other challenges. Caltrans plans to consider the information during project development and will be identifying at-risk projects and adaptation priorities. Some of the Caltrans tools may be helpful in local adaptation planning and project design efforts.

10. **Metropolitan Transportation Improvement Program (MTIP)**

Sasha Tepedelenova, AMBAG, provided an overview of the [Metropolitan Transportation Improvement Program (MTIP)](#) programming and amendment process. Projects that have been approved to receive federal funds or are considered regionally significant must be included in the MTIP in order to access certain state and federal funds. She reviewed the schedule for adoption of the next MTIP update.

11. The next meeting was re-scheduled to 1:30pm on October 22, 2020. This is one week later than the regular date. The meeting is anticipated to be held by teleconference.

**Adjournment:** The meeting adjourned at 3:30 p.m.

*Minutes prepared by: Rachel Moriconi, RTC Planner*
AGENDA: October 1, 2020

TO: Regional Transportation Commission
FROM: Sarah Christensen, P.E.
RE: Construction Contract Award – Sites 4 and 6 of the 2017 Storm Damage Repairs along the Santa Cruz Branch Rail Corridor

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve the attached resolution (Attachment 1) accepting the bid and authorizing the Executive Director to execute a construction contract with Precision Grade, Inc. in the amount of $416,333 for repairs to storm damage sites 4 and 6 on the Santa Cruz Branch Rail Line.

BACKGROUND

In 2017 historic rain and flooding resulted in fallen trees, landslides, erosion, and other damages along the Santa Cruz Branch Rail Line (SCBRL). In February of 2017, the Federal Emergency Management Agency (FEMA) announced that federal disaster assistance had been made available for emergency repair of facilities damaged by the severe 2017 winter storms to eligible local government agencies across California. The RTC submitted a Request for Public Assistance for storm damage repair work along the SCBRL, which was approved by FEMA.

Between November 2017 and January 2018, RTC and FEMA Public Assistance Program staff inspected the damages incurred along the SCBRL. FEMA then issued the Damage Description and Dimensions (DDD) and Scope of Work (SOW) for seven (7) storm damage repair distinct sites (Site).

RTC staff awarded a total of six (6) contracts to a professional engineering consultant, Bowman & Williams, Inc. (Bowman & Williams), to prepare the construction documents for repairs of Sites 1, 2, 4, 5, 6, and 7. The geotechnical testing, topographic surveys, and final design have been completed, and environmental permitting of the repairs is not required for Sites 4 and 6. On August 6, 2020, the Commission adopted the plans, specifications, and details for the Storm Damage Repair Sites 4 and 6.

Staff submitted 2 requests for reimbursement of disaster relief funds for preconstruction and construction activities to date for sites 1 through 7 which have been received. Time extensions have been granted by CalOES for the storm damage repair sites 1, 2, 3, 4, 6, and 7 through April of 2021. Time extension
requests for storm damage repair site 5 and for the debris removal project were recommended for approval by CalOES and are pending FEMA approval.

**DISCUSSION**

Storm damage repair sites 4 and 6 were combined into a single construction package because they have similar work required. Below is a description of work for each site:

- Storm Damage Site 4 is in Aptos near 615 Harriet Avenue. The project will repair the drainage ditch on the east side of the rail line that eroded due to the 2017 storms. The repair includes realigning and grading the ditch to reestablish the drainage pattern, placing rock slope protection (RSP) and installing erosion control measures to prevent future erosion from occurring. The engineers estimate for Site 4 is $398,200.

- Storm Damage Site 6 is located north of Santa Cruz near Three Mile Beach. The project will repair the damaged slope embankment and regrade the existing ditches north and south of an existing cross culvert which eroded due to the 2017 storms. Rock slope protection and erosion control measures will be installed to prevent future erosion from occurring. The engineers estimate for Site 6 is $1,193,130.

The combined project was advertised on August 13, 2020 through the RTC electronic bidding platform for formal advertisements of construction contracts, BidExpress. A pre-bid walk took place on August 26, 2020 to review the scope of work for the storm damage repair sites, with approximately 10 people in attendance. The original bid opening was scheduled for September 8, 2020 but was extended to September 22, 2020 to provide interested contractors additional time to develop bids.

On September 22, 2020, the RTC received 4 bids for the combined contract. The detailed bid summary is included as Attachment 2, and a summary breakdown is as follows:

1. Precision Grade, Inc  $416,333.00
2. Top Tier Grading, LLC  $488,488.00
3. Durden Construction, Inc $529,595.18
4. Granite Rock Company  $592,115.00

The combined engineers estimate prepared by the design engineer, Bowman & Williams, was $1,591,330. A bid summary is included as Attachment 2. The engineers estimate used the unit prices of materials based on recent bid results for storm damage repair sites 1 & 2. Those unit prices were higher than normal due to limited access at sites 1 & 2, which resulted in a higher engineer’s estimate for this project. Based on an analysis of the four bids, including the spread between bids, staff believes the bids are appropriate for the work specified. Staff recommends accepting the low bid and awarding the construction contract to Precision Grade, Inc.

**Staff recommends the RTC approve the attached resolution (Attachment 1) accepting the low bid of $416,333 and authorizing the Executive Director**
to execute a construction contract with Precision Grade, Inc. for repairs to storm damage sites 4 and 6 on the Santa Cruz Branch Rail Line.

Once the contract is awarded and all requirements of the contract are met, staff will issue a notice to proceed to the contractor. Construction is anticipated to begin in October 2020 and will extend through January of 2021, weather permitting.

FISCAL IMPACT

There are no new fiscal impacts associated with awarding this construction contract. The 2017 storm damage repairs have been approved to receive disaster relief funding by FEMA and CalOES. There exists sufficient capacity in the RTC’s FY 20/21 budget to award this construction contract. Upon completion of the work, staff will seek reimbursement of disaster relief funds from FEMA and CalOES.

SUMMARY

RTC solicited bids in August for the repair of storm damage sites 4 and 6 and received 4 bids on September 22, 2020. Staff recommends awarding a construction contract to the low bidder, Precision Grading, Inc. for $416,333.

Attachments:

1. Resolution
2. Bid Summary
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of October 1, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION ACCEPTING THE LOWEST RESPONSIVE BID AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONSTRUCTION CONTRACT WITH PRECISION GRADING, INC. IN THE AMOUNT OF $416,333 FOR CONSTRUCTION OF STORM DAMAGE REPAIR SITES 4 AND 6 OF THE 2017 STORM DAMAGES ALONG THE SANTA CRUZ BRANCH RAIL LINE

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

WHEREAS, in early 2017, the SCBRL was damaged due to historic rain storms that hit Santa Cruz County and other parts of the state;

WHEREAS, the heavy rain storms of 2017 were declared state and national disasters and the RTC submitted a Request for Public Assistance to the Federal Emergency Management Agency (FEMA), which was approved;

WHEREAS, in late 2017, FEMA inspected the storm damage incurred along the SCBRL and issued the Damage Description and Dimensions and Scope of Work for seven (7) distinct storm damage repair sites;

WHEREAS, RTC procured professional engineering and environmental permitting consultants to produce plans, specifications, and cost estimates and apply for permits for the permanent storm damage repairs and to help ensure that FEMA, the California Governor’s Office of Emergency Services (CalOES), and Regulatory Agencies requirements are met; and

WHEREAS; the RTC adopted the plans, specifications, and details on August 6, 2020, which is required for projects with a value greater than $200,000 per the RTC procurement policy;

WHEREAS; the RTC verified that no permits were deemed necessary for construction of storm damage repair sites 4 and 6;

WHEREAS; staff solicited bids in September of 2020 for construction of the storm damage repairs at sites 4 and 6 and led a pre-bid walk with interested contractors; and

WHEREAS; 4 bids were received, with Precision Grading, Inc submitting the lowest responsive bid in the amount of $416,333.
THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The RTC accepts the lowest responsive bid in the amount of $416,333;

2. The Executive Director is authorized to enter into an agreement with Precision Grading, Inc. for construction of storm damage sites 4 and 6 along the Santa Cruz Branch Rail corridor with a bid amount of $416,333;

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

____________________________
Bruce McPherson, Chair

ATTEST:

____________________________
Guy Preston, Secretary

Distribution: RTC Project Manager, RTC Fiscal, Construction Contractor

\rtcserv2\shared\rtc\tc2020\tc1020\consent agenda\07. storm damage repair sites 4 & 6\att1-resolution sites 4&6.docx
## BID SUMMARY

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<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>Bidders Average</th>
<th>Precision Grade Inc</th>
<th>Top Tier Grading, LLC</th>
<th>Durden Construction, Inc.</th>
<th>Granite Rock Company</th>
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<td>$61,589.72</td>
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<td></td>
<td>$800</td>
<td></td>
<td>$165,709.70</td>
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<td>$61,589.72</td>
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<td>4</td>
<td>GRAVEL FILTER MIX</td>
<td>423 TON</td>
<td>$173.35</td>
<td>$32,327.05</td>
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<td>$1,096.00</td>
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<td>$173.35</td>
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<td>$1,096.00</td>
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<td>5</td>
<td>ROCK SLOPE PROTECTION</td>
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<td>$506,632.80</td>
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<td>$416,333.00</td>
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**ATTACHMENT 2**

SCCRTC IFB 2093

SOTRM DAMAGE REPAIR SITES 4 6
### SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
### TDA REVENUE REPORT
### FY 2020/2021

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<tr>
<th>MONTH</th>
<th>FY19 - 20 ACTUAL REVENUE</th>
<th>FY20 - 21 ESTIMATE REVENUE</th>
<th>FY20 - 21 ACTUAL REVENUE</th>
<th>DIFFERENCE AS % OF ESTIMATE PROJECTION</th>
<th>CUMULATIVE % OF ACTUAL TO PROJECTION</th>
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<td>118.03%</td>
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<td>622,628</td>
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<td><strong>2,697,896</strong></td>
<td><strong>412,214</strong></td>
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**Note:**
I:\FISCAL\TDA\MonthlyReceipts\FY2021\[FY2021 TDA Receipts.xlsx]FY2021
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SCCRTC
TRANSPORTATION TAX REGIONAL TRANSPORTATION FUND (TTRTF) - MEASURE D
SUMMARY OF REVENUE ALLOCATION BY MONTH
FY2021 ENDING JUNE 30, 2021

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<th>KEY/OBJECT</th>
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<th>SEPTEMBER</th>
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ADMINISTRATION & IMPLEMENTATION - 729100/75381

| ADMINISTRATION - SALARIES & BENEFITS | 1% | 21,645.70 | 17,441.91 | 20,150.15 | 59,237.76 | 0.00 | 59,237.76 |
| O/H ADMIN                           |    | 19,914.05 | 16,046.55 | 18,538.14 | 54,498.74 | 0.00 | 54,498.74 |
| SALARIES & O/H IMPLEMENTATION & OVERSIGHT | 9,855.87 | 9,855.87 | 9,855.87 | 29,567.62 | 0.00 | 29,567.62 |
| SERVICES & SUPPLIES                 |    | 15,000.00 | 15,000.00 | 15,000.00 | 45,000.00 | 0.00 | 45,000.00 |

Subtotal                          | 66,415.62 | 58,344.33 | 63,544.17 | 188,304.12 | 0.00 | 188,304.12 |

TO DISTRIBUTE TO INVESTMENT CATEGORIES

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<td>125,000.00</td>
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City of Capitola - 729100/75383

| City of Capitola - 729100/75383 | 5.2949% | 31,122.53 | 24,573.09 | 28,792.49 | 84,488.12 | -          | 84,488.12 |

City of Santa Cruz - 729100/75383

| City of Santa Cruz - 729100/75383 | 5.0038% | 29,411.31 | 23,221.98 | 27,209.39 | 79,842.68 | -          | 79,842.68 |

County of Santa Cruz - 729100/75383

| County of Santa Cruz - 729100/75383 | 5.0038% | 303,184.80 | 239,382.51 | 280,486.41 | 823,053.72 | -          | 823,053.72 |

100%                          | 587,779.72 | 464,087.20 | 543,774.71 | 1,595,641.63 | 0.00 | 1,595,641.63 |

2. HWY Corridors - 729300/75383

| HWY Corridors - 729300/75383 | 25% | 524,538.66 | 421,461.55 | 487,867.81 | 1,433,868.02 | -          | 1,433,868.02 |

3. TRANSIT/PARATRANSIT - 729400/75384

| Transit/Paratransit - 729400/75384 | 20% | 419,630.93 | 337,169.24 | 390,294.25 | 1,147,094.42 | -          | 1,147,094.42 |

Santa Cruz Metro (SCMTD) - 729400/75384

| Santa Cruz Metro (SCMTD) - 729400/75384 | 80% | 335,704.74 | 269,735.39 | 312,235.40 | 917,675.53 | -          | 917,675.53 |

Community Bridges - V127587 - 4%

| Community Bridges - V127587 - 4% | 20% | 83,926.19 | 67,433.85 | 78,058.85 | 229,418.88 | -          | 229,418.88 |

4. ACTIVE TRANSPORTATION - 729500/75385

| Active Transportation - 729500/75385 | 17% | 356,686.29 | 286,593.86 | 331,750.11 | 975,030.26 | -          | 975,030.26 |

5. RAIL CORRIDOR - 729600/75386

| Rail Corridor - 729600/75386 | 8% | 167,852.37 | 134,867.70 | 156,117.70 | 458,837.77 | -          | 458,837.77 |

DISTRIBUTED TO INVESTMENT CATEGORIES

| Distributed to Investment Categories | 100% | 2,098,154.63 | 1,685,846.21 | 1,951,471.25 | 5,735,472.09 | -          | 5,735,472.09 |

TOTAL ADMIN & IMPLEMENTATION AND INVESTMENT CATEGORIES

| Total Admin & Implementation and Investment Categories | 100% | 2,164,570.25 | 1,744,190.54 | 2,015,015.42 | 5,923,776.21 | 0.00 | 5,923,776.21 |

9-1
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AGENDA: October 1, 2020

TO: Regional Transportation Commission (RTC)
FROM: Yesenia Parra, Administrative Services officer
RE: Regional Transportation Commission Meeting Schedule for 2021

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve the proposed 2021 meeting schedule for the RTC’s regular meetings and Transportation Policy Workshop (TPW) meetings.

BACKGROUND

Every year the RTC approves the schedule of RTC and TPW meetings for the following year. Three RTC meetings and one TPW meeting are scheduled to take place in the City of Watsonville in order to provide a greater opportunity for those who live and work in the southern part of the county to participate in RTC meetings. One RTC meeting is scheduled to take place in each of the other cities in the county. The remaining five RTC meetings are scheduled to take place at the County Board of Supervisors Chambers. This is consistent with the RTC meeting schedules of the past several years. Due to the COVID-19 pandemic, the meetings are currently being held via Zoom and not at the usual locations.

DISCUSSION

RTC meetings are generally held on the first Thursday of the month and TPW meetings are held on the third Thursday of the month. There are no meetings in the month of July. Due to the end of the year holidays, the January RTC meeting is generally on the second or third Thursday of the month. Although, there are locations listed on the proposed schedule, RTC will continue to adhere by the COVID-19 related guidelines and hold meetings via Zoom as long as it is necessary.

The proposed RTC meeting schedule for 2020 is as follows:

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Location if no social distancing</th>
<th>With COVID-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 14</td>
<td>City of Santa Cruz Council Chambers</td>
<td>Zoom</td>
</tr>
<tr>
<td>February 4</td>
<td>Watsonville City Council Chambers</td>
<td>Zoom</td>
</tr>
<tr>
<td>March 4</td>
<td>County Board of Supervisors Chambers</td>
<td>Zoom</td>
</tr>
<tr>
<td>April 1</td>
<td>County Board of Supervisors Chambers</td>
<td>Zoom</td>
</tr>
<tr>
<td>May 6</td>
<td>Capitola City Council Chambers</td>
<td>Zoom</td>
</tr>
<tr>
<td>June 3</td>
<td>Watsonville City Council Chambers</td>
<td>Zoom</td>
</tr>
</tbody>
</table>
The proposed **Transportation Policy Workshop** meeting schedule for 2021 is as follows:

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Location if no social distancing</th>
<th>With COVID-19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>January</strong></td>
<td><strong>Canceled due to the holidays</strong></td>
<td><strong>No Meeting</strong></td>
</tr>
<tr>
<td>February 18</td>
<td>RTC Offices, Santa Cruz</td>
<td>Zoom</td>
</tr>
<tr>
<td>March 18</td>
<td>RTC Offices, Santa Cruz</td>
<td>Zoom</td>
</tr>
<tr>
<td>April 15</td>
<td>RTC Offices, Santa Cruz</td>
<td>Zoom</td>
</tr>
<tr>
<td>May 20</td>
<td>RTC Offices, Santa Cruz</td>
<td>Zoom</td>
</tr>
<tr>
<td>June 17</td>
<td>RTC Offices, Santa Cruz</td>
<td>Zoom</td>
</tr>
<tr>
<td><strong>July</strong></td>
<td><strong>No Meeting</strong></td>
<td><strong>No Meeting</strong></td>
</tr>
<tr>
<td>August 19</td>
<td>Watsonville City Council Chambers</td>
<td>Zoom</td>
</tr>
<tr>
<td>September 16</td>
<td>RTC Offices, Santa Cruz</td>
<td>Zoom</td>
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<tr>
<td>October 21</td>
<td>RTC Offices, Santa Cruz</td>
<td>Zoom</td>
</tr>
<tr>
<td>November 18</td>
<td>RTC Offices, Santa Cruz</td>
<td>Zoom</td>
</tr>
<tr>
<td>December 16</td>
<td>RTC Offices, Santa Cruz</td>
<td>Zoom</td>
</tr>
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</table>

All RTC and TPW meetings start at 9:00 a.m. Agenda packets are posted on the RTC website [http://sccrtc.org/meetings/commission/agendas/](http://sccrtc.org/meetings/commission/agendas/) one week prior to the meeting. TPW meetings are tentative until confirmed at the prior regular RTC meeting.

**Staff recommends that the RTC approve the proposed RTC and TPW meeting schedules.**

**SUMMARY**

Every year the RTC approves a schedule for RTC and TPW meetings for the following year. For 2021 three RTC meetings and one TPW meeting are scheduled to be held in the City of Watsonville, to provide more opportunities for people who live or work in the southern part of the county to participate. RTC will continue to adhere to all COVID-19 guidelines imposed in 2021 and will continue to hold meetings via Zoom as long as it is necessary. Staff recommends that the RTC approve the proposed RTC and TPW meeting schedules for 2021.
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RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission approve the resolutions (Attachment 1) to continue providing CalPERS Health Benefits to RTC employees and retirees pursuant to the approved Memoranda of Understanding (MOUs).

BACKGROUND

Medical insurance is currently offered to all RTC active and retired employees through the CalPERS Health Benefits Program as established in the Memoranda of Understanding (MOUs) with the RTC’s two bargaining groups and in the Executive Director’s employment agreement. As per these agreements, the RTC contributes to the cost of the employee’s health insurance premiums at levels established by each Memoranda of Understanding with the Community of RTC Employees (CORE), the RTC Association of Middle Management (RAMM), and the Executive Director’s employment contract. Currently, all of the RTC bargaining agreements are identical in terms of the amounts that the RTC contributes toward employee and dependent health premiums. The amount contributed by RTC for retired employee with no dependents is now equal to the amount for active employees with no dependents. The amount for retirees and their dependents is set at a lower amount than for active employees and their dependents with annual increases as required by law.

The CalPERS Health Benefits Program is governed by PEMHCA, the Public Employees Medical and Hospital Care Act. To offer employee benefits through this program, the RTC must abide by PEMHCA rules and annually adopt and file resolutions with CalPERS regarding health insurance contribution rates for the upcoming year. Resolutions must be filed by November of the preceding year to establish the following year’s contribution amounts.

DISCUSSION

The current Memoranda of Understanding for both the Community of RTC Employees (CORE) and the RTC Association of Middle Management (RAMM) specify the percentage of health insurance premiums to be paid by the RTC and by employees respectively based on the premium costs set each year by CalPERS. Premium and contribution rates for 2021 are included in Attachment 2. Premium
payments made for the Executive Director are consistent with those provided to employees in the bargaining units.

The attached resolutions (Attachment 1) reflect the contribution levels and provisions established in the MOUs currently in effect until March 2021.

**SUMMARY**

To continue in the CalPERS Health Insurance program governed by the Public Employees Medical and Hospital Care Act (PEMCHA), the RTC must comply with the rules and regulations set forth by PEMCHA and submit a resolution by November 2020 that sets the contribution rates for health insurance premiums for the upcoming year. The resolutions before you today fulfills this commitment to meet the PEMHCA rules. Staff recommends that the RTC approve the attached resolutions (Attachment 1) outlining the RTC’s health insurance contribution amounts for RTC active employees and retirees for calendar year 2021.

**Attachments:**
1. Resolutions for CalPERS Health Benefits – All Employees
2. CalPERS/RTC Health Plan Rates for 2021 and MOU excerpt
RESOLUTION NO. Number
FIXING THE EMPLOYER CONTRIBUTION AT UNEQUAL AMOUNTS FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

WHEREAS, (1) Santa Cruz County Regional Transportation Commission is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”) for participation by members of General Rep/Mid Mgr./Unrep; and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

WHEREAS, (4) Government Code Section 22892(c) provides that, notwithstanding Section 22892(b), a contracting agency may establish a lesser monthly employer contribution for annuitants than for employees, provided that the monthly employer contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to this subdivision multiplied by 5 percent of the current monthly employer contribution for employees, until the time that the employer contribution for annuitants equals the employer contribution paid for employees; and

RESOLVED, (a) That the employer contribution for each employee shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of $1,111.58 per month with respect to employee enrolled for self alone, $2,106.04 per month for employee enrolled for self and one family member, and $2,737.99 per month for employee enrolled for self and two or more family members; and be it further

RESOLVED, (b) That the employer contribution for each annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of $1,111.58 per month with respect to employee enrolled for self alone, $1,407.00 per month for employee enrolled for self and one family member, and $1,513.00 per month for employee enrolled for self and two or more family members; and be it further

RESOLVED, (c) That the monthly employer contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to this subdivision multiplied by 5 percent of the current monthly employer contribution for employees, until the time that the employer contribution for annuitants equals the employer contribution paid for employees;

And that the contributions for employees and annuitants shall be in addition to those amounts contributed by the Public Agency for administrative fees and to the Contingency Reserve Fund; and be it further
RESOLVED, (d) Santa Cruz County Regional Transportation Commission has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (e) That the participation of the employees and annuitants of Santa Cruz County Regional Transportation Commission shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Santa Cruz County Regional Transportation Commission would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct, Administrative Services Officer to file with the Board a verified copy of this resolution, and to perform on behalf of Santa Cruz County Regional Transportation Commission all functions required of it under the Act.

Adopted at a regular meeting of the Santa Cruz County Regional Transportation Commission at Santa Cruz, this 1st day of October, 2020.

Signed: ________________________________
(President, Chairman, etc.)

Attest: ________________________________
(Secretary or appropriate officer)
RESOLUTION NO. Number

FIXING THE EMPLOYER CONTRIBUTION AT UNEQUAL AMOUNTS FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

WHEREAS, (1) Santa Cruz County Regional Transportation Commission is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”) for participation by members of Executive Director; and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

WHEREAS, (4) Government Code Section 22892(c) provides that, notwithstanding Section 22892(b), a contracting agency may establish a lesser monthly employer contribution for annuitants than for employees, provided that the monthly employer contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to this subdivision multiplied by 5 percent of the current monthly employer contribution for employees, until the time that the employer contribution for annuitants equals the employer contribution paid for employees; and

RESOLVED, (a) That the employer contribution for each employee shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of $1,111.58 per month with respect to employee enrolled for self alone, $2,106.14 per month for employee enrolled for self and one family member, and $2,737.99 per month for employee enrolled for self and two or more family members; and be it further

RESOLVED, (b) That the employer contribution for each annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of $1,111.58 per month with respect to employee enrolled for self alone, $1,407.00 per month for employee enrolled for self and one family member, and $1,513.00 per month for employee enrolled for self and two or more family members; and be it further

RESOLVED, (c) That the monthly employer contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to this subdivision multiplied by 5 percent of the current monthly employer contribution for employees, until the time that the employer contribution for annuitants equals the employer contribution paid for employees;

And that the contributions for employees and annuitants shall be in addition to those amounts contributed by the Public Agency for administrative fees and to the Contingency Reserve Fund; and be it further
RESOLVED, (d) Santa Cruz County Regional Transportation Commission has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (e) That the participation of the employees and annuitants of Santa Cruz County Regional Transportation Commission shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Santa Cruz County Regional Transportation Commission would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct, Administrative Services Officer to file with the Board a verified copy of this resolution, and to perform on behalf of Santa Cruz County Regional Transportation Commission all functions required of it under the Act.

Adopted at a regular meeting of the Santa Cruz County Regional Transportation Commission at Santa Cruz, this 1st day of October, 2020.

Signed: ________________________________
(President, Chairman, etc.)

Attest: ________________________________
(Secretary or appropriate officer)
##RTC Employees and Retirees

**Medical Plan Rates - 2021**

Coverage Effective: January 1, 2021 through December 31, 2021

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<thead>
<tr>
<th>Plan Code</th>
<th>Monthly Premium</th>
<th>RTC Contribution</th>
<th>EE Monthly Costs</th>
<th>EE PAY PERIOD COST</th>
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**BSC Access+ (BLUE SHIELD HMO)**

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**Anthem Select HMO**

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**HEALTH NET SMARTCARE**

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**PERS Select* PPO**

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**Western Health Advantage**

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**United Healthcare**

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<th>EE PAY PERIOD COST</th>
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**Retirees***

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MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNITY OF RTC EMPLOYEES ("CORE") SEIU LOCAL 521 AND THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION ("RTC")

April 1, 2018 through March 31, 2021
provides a monthly allowance equal to the amount the member would have received had the member retired for service on the date of death and elected Settlement 2, the highest monthly allowance a member can leave a spouse.

ARTICLE 10 INSURANCE BENEFITS

Plan Documents are Controlling.

The following is only a summary of the terms of enrollment and benefits for employee insurances available to employees in this bargaining unit. In the event of a discrepancy between Article 10 and the insurance plan document, the plan document for insurances specified below (medical, dental, vision, short term disability, long term disability, life) is controlling. Copies of plan documents are available to employees from the ASO.

10.1 MEDICAL COVERAGE & FLEXIBLE CREDIT

PERS offers employees choices in medical plans. Enrollment of some domestic partners is permitted in PERS medical.

A. Employees in this bargaining unit may enroll in a medical plan offered by PERS in accordance with the provisions of the Public Employees' Medical & Hospital Care Program (PEMHCA) or a PERS approved Commission offered alternate medical plan. Employees have the option of enrolling their eligible dependents in a PERS approved Commission offered medical plan. Alternate medical plans must conform to PERS plans, rules, and regulations.

B. For coverage during the term of this agreement the Commission shall contribute to PERS PEMHCA or any other PERS approved Commission offered alternate medical plans the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:

1. For the duration of this agreement, the RTC will provide the monthly medical contribution for active employees:

   (a) Employee Only: 95% of the monthly premium for Blue Shield Access (EXT) HMO premium

   (b) Employee + one dependent: 90% of the monthly premium for Blue Shield Access (EXT) HMO premium
C. Employees in this representation unit hereby authorize the Commission to make a payroll deduction in the amount equivalent to the remainder of the premium required for the Public Employees’ Medical & Hospital Care Program, or any other PERS approved Commission offered alternate medical plan in which they and their dependents are enrolled.

D. Employees hereby authorize the Commission to make a payroll deduction for the payment of the required PERS administrative fee based upon the plan selected by the employee.

E. Should PERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to any such contributions required by PERS.

F. Upon notification by an employee of an employee’s specific retirement date, resignation, or other changes in employee status, the Commission shall notify the employee in writing of changes in coverage prior to terminating or changing any benefits. The employee shall be provided the option to pay for these benefits through the end of the month to prevent any gaps in coverage.

G. Pre-Tax Dollar Program. The Commission will make available to members of this representation unit a voluntary program of pre-tax dollar contributions as provided in Internal Revenue Code Section 125.

H. Survivor Coverage: Upon the death of an active employee who has dependents covered under a medical plan offered through the Commission, the Commission shall provide coverage under that plan five (5) months following the death of the employee for the surviving eligible dependents.

I. Retiree Health Care

1. Employees in this bargaining unit who retire through PERS may enroll in a PERS health plan or any Commission offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care Program and PERS regulations.

   a) For 2018, the Commission will provide the following monthly contributions for retirees, not to exceed the actual cost of the plan selected:

      1. Retiree only: $844.57 per month
      2. Retiree plus one dependent: $1107 per month
3. Retiree plus two or more dependents: $1213 per month

b) For calendar year 2019 and thereafter, per Government Code section 22892, or as the law requires at the time applicable, RTC’s contribution for each retiree shall increase annually to equal an amount not less than the number of years that the contracting agency has been subject to Section 22892 multiplied by 5 percent of the current monthly employer contribution for employees, until the time that the employer contribution for annuitants equals the employer contribution paid for employees. No annual adjustment to the monthly contribution for retirees shall exceed $100 per retiree per month or the actual cost of the selected health insurance plan.

2. Nothing in this agreement guarantees continued medical insurance coverage upon or after the expiration of this agreement and the underlying Memorandum of Understanding for retirees, their dependents, or their survivors. The Commission reserves the right to make modifications to retiree medical coverage, including but not limited to, termination of coverage and the formula set forth above in Article 10.1(l)(1)(b), upon or after the termination of this Memorandum of Understanding.

10.2 DENTAL CARE

The Commission offers a dental plan. The Commission agrees to continue to pay the premium for eligible employees and dependents for dental coverage during the term of this agreement.

10.3 VISION PLAN

The Commission offers eligible employees a vision plan and agrees to pay the premium for the employee only, and to maintain the vision care benefits during the term of this agreement. Employees may elect to pay for vision coverage for eligible dependents through voluntary payroll deductions and will be responsible for any increases during the term of this agreement.

10.4 SHORT-TERM DISABILITY (STD) AND LONG-TERM DISABILITY (LTD)

A. Short Term Disability: All active employees working 20 or more hours per week are eligible to receive a maximum weekly benefit of 60% of their weekly salary up to
MEMORANDUM OF UNDERSTANDING: INTRODUCTION

ARTICLE 2
RECOGNITION

ARTICLE 3
PEACEFUL PERFORMANCE OF RTC SERVICE

ARTICLE 4
EQUAL EMPLOYMENT OPPORTUNITY

ARTICLE 5
SAFETY
5.1
ERGONOMICS

ARTICLE 6
PRODUCTIVITY

ARTICLE 7
NOTIFICATION
7.1
NOTIFICATION TO EMPLOYEE
7.2
NOTIFICATION TO RAMM REPRESENTATIVE UNIT

ARTICLE 8
SCHEDULED HOURS

ARTICLE 9
EFFECTIVE DATE OF TRANSACTIONS

ARTICLE 10
PAY
10.1
BASIC AND EQUITY PAY
10.2
REQUIREMENTS FOR STEP INCREASES
10.3
STEP PLACEMENT AND STEP ADVANCEMENT UPON APPOINTMENT TO HIGHER CLASS
10.4
STEP PLACEMENT AND STEP ADVANCEMENT UPON APPOINTMENT TO LOWER CLASS OR DOWNWARD RECLASSIFICATION

ARTICLE 11
EMPLOYEE RIGHTS
11.1
ADVERSE ACTION
11.2
PERSONNEL FILES
11.3
EVALUATION

ARTICLE 12
OVER TIME

ARTICLE 13
OTHER PROVISIONS

ARTICLE 14
INCENTIVE PAY
14.1
BILINGUAL SPECIAL ASSIGNMENT PAY
14.2
LONGEVITY INCENTIVE PAY
14.3
COMMUTE BENEFITS

ARTICLE 15
CELL PHONE REIMBURSEMENT

ARTICLE 16
REIMBURSEMENT FOR LICENSES, CERTIFICATES, TUITION
16.1
TUITION REIMBURSEMENT
16.2
EXTRA-HELP EMPLOYEES

ARTICLE 17
VEHICLE MILEAGE REIMBURSEMENT

ARTICLE 18
INSURANCE BENEFITS
18.1
MEDICAL COVERAGE
18.2
DENTAL CARE
18.3
SHORT AND LONG TERM DISABILITY
18.4
LIFE INSURANCE
18.5
VISION CARE
18.6
PART-TIME EMPLOYEE BENEFITS
18.7
CONTINUATION OF INSURANCES DURING FMLA/CFRA LEAVE
18.8
CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY
18.9
CONTINUATION OF INSURANCES COVERAGE WHILE ON PAID DISABILITY LEAVE
18.10
LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENT

ARTICLE 19
VACATION
19.1
ELIGIBILITY
19.2
VACATION ACCRUAL
19.3
LIMITATIONS ON USE
19.4
VACATION PAYOFF UPON ELECTION
19.5
VACATION PAYOFF UPON SEPERATION

ARTICLE 20
HOLIDAYS

ARTICLE 21
SICK LEAVE
in this representation unit, provided there is agreement with other employee organizations for such monthly payroll deductions in any one pay period.

Plan Documents Controlling. The following is a general description of the benefits available to eligible representation unit employees and retirees. This description is for informational purposes only and is not intended to create a benefit or right in excess of those that are provided in the insurance plan documents for medical, dental, vision, short term or long term disability and life insurance, which are controlling. Copies of plan documents are available through the ASO.

**18.1 MEDICAL COVERAGE**

A. Employees in this representation unit may enroll in a PERS health plan in accordance with the provisions of the Public Employees’ Medical & Hospital Care Program. Employees have the option of enrolling their eligible dependents (including domestic partners) in this program.

B. For coverage during the term of this agreement, the RTC shall contribute to PERS Public Employees’ Medical & Hospital Care Program, or any other PERS approved RTC offered alternate medical plans, the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:

1. For the duration of this agreement, the RTC will provide monthly benefit contributions for active employees:

   A. Flexible Credit Contribution

      1. Employees only: 95% of the monthly premium for Blue Shield Access (EXT) HMO premium

      2. Employees + one dependent: 90% of the monthly premium for Blue Shield Access (EXT) HMO premium

      3. Employees + two or more dependents: 90% of the monthly premium for Blue Shield Access (EXT) HMO premium

C. Employees in this representation unit hereby authorize the RTC to make a payroll deduction in the amount equivalent to the remainder of the premium required for Public Employees Medical & Hospital Plan or any other PERS-approved RTC offered alternate medical plan in which they are enrolled.

D. Should PERS require a contribution to the Public Employees’ Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to the contributions required by PERS.

E. Pre-Tax Dollar Program. The RTC will make available to members of this representation unit a voluntary program of pre-tax dollar contributions as provided in Internal Revenue Code Section 125.

F. Survivor Coverage. Upon the death of an active employee who has dependents covered under a medical plan offered through the RTC, the RTC shall provide coverage under that plan five (5) months following the death of the employee for the surviving eligible dependents.

**18.2 DENTAL CARE**

The RTC agrees to continue to pay the premiums for eligible employees and their dependents for dental coverage under a dental plan offered by the RTC during the term of this agreement.

The annual cap under the dental plan (non-capitation) shall be that provided by the terms of the plan.
### Santa Cruz County Regional Transportation Commission

**THREE MONTH MEETING SCHEDULE**

**October 2020**
**Through**
**December 2020**

Teleconference details provided on meeting agendas and posted to our website [www.sccrtc.org/meetings/](http://www.sccrtc.org/meetings/).
Meetings subject to cancellation when there are no action items to be considered.

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<td>K.Corwin 9.18.2020</td>
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## PROJECTS UNDER CONSTRUCTION

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<thead>
<tr>
<th></th>
<th>Project Description</th>
<th>Location</th>
<th>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>
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<tbody>
<tr>
<td>1.</td>
<td>Santa Cruz 1 CAPM and Bridge Rails (1C85U)</td>
<td>In and near Santa Cruz from North Aptos up to Jct. Route 9 PM (10.2 to 17.5)</td>
<td></td>
<td>Pavement Rehabilitation, ADA Curb Ramps, Guardrail/Barrier rail/Bridge</td>
<td>June 2, 2019 – Winter 2020</td>
<td>$22 million</td>
<td>SHOPP</td>
<td>Luis Duazo (GG)</td>
<td>Granite Construction Company Watsonville, CA</td>
<td>Work continues to finish striping, upgrade guardrail and complete miscellaneous work such as electrical and curb ramps. Work on schedule to be completed by winter.</td>
</tr>
<tr>
<td>2.</td>
<td>Highway 17 Pasatiempo Shoulder Widening (1C670)</td>
<td>South of Pasatiempo overcrossing (PM 0.2/0.5)</td>
<td></td>
<td>Shoulder widening and soil nail wall</td>
<td>Spring 2019- Winter 2020</td>
<td>$5.7 million</td>
<td>SHOPP</td>
<td>Luis Duazo (BR)</td>
<td>Graniterock Company Watsonville, CA</td>
<td>Work continues to finish the paving, signage and miscellaneous work. Work to be completed by winter.</td>
</tr>
<tr>
<td>3.</td>
<td>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></td>
<td>Maintenance pavement overlay</td>
<td>Summer 2020</td>
<td>$19 million</td>
<td>SHOPP SB-1</td>
<td>Doug Hessing (JW)</td>
<td>Granite Construction Company Watsonville, CA</td>
<td>Work substantially complete. Minor punch list work remains.</td>
</tr>
<tr>
<td>4.</td>
<td>Pedestrian Signal Upgrades (1G160)</td>
<td>Various Locations: Highways 1, 9, 17, 129, and 152</td>
<td></td>
<td>Install Accessible Pedestrian Signal (APS)</td>
<td>January 2020 – Summer 2020</td>
<td>$ 1.8 million</td>
<td>SHOPP</td>
<td>Mike Lew (FA)</td>
<td>Crosstown Electrical &amp; Data, Inc</td>
<td>Contract was accepted on July 8 and we are currently in the closeout phase.</td>
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</table>
## PROJECTS IN DEVELOPMENT

<table>
<thead>
<tr>
<th>Project Description</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>
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</thead>
<tbody>
<tr>
<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>TMS Detection Repair Holdout</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</td>
<td>Brandy Rider</td>
<td>PS&amp;E/RW</td>
<td>Project is in Design.</td>
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<tr>
<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>Summer 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>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</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>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>
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</table>
## PROJECTS IN DEVELOPMENT (Cont’d.)

<table>
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<tr>
<th>Project</th>
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<th>Construction Timeline</th>
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<th>Funding Source</th>
<th>Project Manager</th>
<th>Phase</th>
<th>Comments</th>
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<tbody>
<tr>
<td>10. <strong>Highway 9 PM 1.0 and 4.0 Viaduct (1K120)</strong></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>
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<tr>
<td>11. <strong>SCr 9 Upper Drainage and Erosion Control Improvements (1G950)</strong></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>
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<tr>
<td>12. <strong>Highway 9 San Lorenzo River Bridge and Kings Creek Bridge Replacement (1H470)</strong></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>
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<tr>
<td>13. <strong>Highway 9 Hairpin Tieback (1K130)</strong></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>
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<tr>
<td>14. <strong>Highway 17 Wildlife Habitat Crossing (1G260)</strong></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>$7 million</td>
<td>SHOPP</td>
<td>Aaron Henkel</td>
<td>PS&amp;E/RW</td>
<td>Project is in design and on schedule.</td>
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<tr>
<td>Project</td>
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<td>Estimated Construction Cost</td>
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<tr>
<td>15. 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>
<td>Utility relocation work schedule to start in late summer/fall of 2020.</td>
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<tr>
<td>16. 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>PS&amp;E</td>
<td>Design phase for this project started last month after the August CTC meeting.</td>
</tr>
<tr>
<td>17. 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>Spring/Summer 2020</td>
<td>$1,000,000</td>
<td>Minor</td>
<td>Mike Lew</td>
<td>PS&amp;E</td>
<td>Construction is scheduled to start on October 9.</td>
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<td>18. Highway 236 Heartwood Hill Wall (1M450)</td>
<td>Near Boulder Creek (PM 5.4)</td>
<td>Restore Embankment with a Retaining Wall</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>
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### Santa Cruz & San Benito Rumble Strip & Striping Safety Project (1M330)

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<tr>
<td>Various-multi-county locations. For SCr, the project includes 1, 9, 17, 129</td>
<td>Update Striping and Install Edgeline and Center Rumble Strips at Various Locations</td>
<td>2023</td>
<td>$4.7 million</td>
<td>SHOPP Safety Collision Reduction</td>
<td>Doug Hessing (J.W.)</td>
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### Felton Safety Improvements (1M400)

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<tbody>
<tr>
<td>On Route 9 in Santa Cruz County between Kirby Street and San Lorenzo Valley High School (PM 6.3/7.2)</td>
<td>Construct Accessible Pedestrian Path</td>
<td>2024/25</td>
<td>$8 million</td>
<td>SHOPP Safety</td>
<td>Doug Hessing (J.W.)</td>
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### 129 Paving, Sign Panels, Lighting, TMS Improvement (1J830)

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<th>Program</th>
<th>Superintendent</th>
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<tr>
<td>In Santa Cruz County, in and near Watsonville for SR129/1 separation to Salsipuedes Creek Bridge (PM 0/0.56)</td>
<td>Pavement Preservation, Lighting, Sign Panel Replacement and TMS Elements improvements</td>
<td>2024/25</td>
<td>$8 million</td>
<td>SHOPP</td>
<td>Doug Hessing (J.W.)</td>
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**ACRONYMS USED IN THIS REPORT:**

<table>
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<tr>
<th>Acronym</th>
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<tr>
<td>CEQA</td>
<td>California Environmental Quality Act</td>
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<td>Abbreviation</td>
<td>Description</td>
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<td>CMAQ</td>
<td>Congestion Mitigation Air Quality</td>
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<td>CMIA</td>
<td>Corridor Mobility Improvement Account</td>
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<td>California Transportation Commission</td>
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<td>Environmental Document</td>
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<td>EIR</td>
<td>Environmental Impact Report</td>
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<tr>
<td>PA&amp;ED</td>
<td>Project Approval and Environmental Document</td>
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<td>PS&amp;E</td>
<td>Plans, Specifications, and Estimates</td>
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<td>RW</td>
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<td>SB1</td>
<td>Senate Bill 1, the Road Repair and Accountability Act of 2017</td>
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<td>SCL</td>
<td>Santa Clara County Line</td>
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<td>SHOPP</td>
<td>State Highway Operation and Protection Program</td>
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<td>SR</td>
<td>State Route</td>
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<td>STIP</td>
<td>State Transportation Improvement Program</td>
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<tr>
<td>TMS</td>
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FOR INFORMATION ONLY

BACKGROUND

The Santa Cruz County Regional Transportation Commission (RTC) received a planning grant from Caltrans in March 2019 to develop a Rail Network Integration Study. The Rail Network Integration Study (RNIS) is a component of the Transit Corridors Alternatives Analysis (TCAA) that is currently underway. The TCAA is evaluating the options for an integrated transit network that connects to a statewide rail network at a new Pajaro Station. All the transit alternatives currently being considered for the Santa Cruz Branch Rail Line would provide connectivity to the planned station at Pajaro. The Transportation Agency for Monterey County (TAMC) also received a Rail Network Integration Study grant from Caltrans in 2018 through the Transit and Intercity Rail Capital Program (TIRCP). The purpose of the Rail Network Integration Studies is to lay the groundwork for implementing the 2018 California State Rail Plan by determining connectivity, operations, equipment needs, governance, and community benefits. The RTC and Santa Cruz Metropolitan Transit District (METRO) are coordinating with TAMC on the Rail Network Integration Studies to ensure consistency. RTC and METRO are actively participating in the development of the TAMC RNIS through participation in the Network Advisory Committee meetings as well as coordinating meetings between the RNIS project teams. A report on the work of TAMC to bring rail service to Monterey County with connectivity to the Santa Cruz Branch Rail Line at Pajaro is provided here.

DISCUSSION

The Transportation Agency for Monterey County (TAMC) is actively pursuing bringing rail service to Monterey County that includes local commuter service as well as greater regional access. The Monterey County Rail Extension project extends passenger rail service between San Francisco, San Jose and Gilroy, south to the downtown Salinas station. The service will start with two round trips between Salinas and San Francisco and expand as demand warrants. Future phases of the project include a new station at Pajaro/Watsonville for connection to the Santa Cruz Branch Rail Line and a new station in Castroville for connection to the Monterey
Branch Line (See map in Attachment 1). Additional details on the Monterey County Rail Extension project can be found in Attachment 2 and on the planned multimodal transportation station in Pajaro in Attachment 3. TAMC is also currently working on a Monterey Bay Area Rail Network Integration Study (RNIS) for assessing intercity passenger rail service between Monterey County and Santa Clara County and connecting to southern California along the Coast Rail Corridor (Figure 1). The Monterey Bay RNIS is also evaluating a new regional transit service between the Cities of Monterey and Santa Cruz with connectivity at Pajaro and Castroville to intercity service to Gilroy and points north, and Salinas and points south (Figure 1). The regional transit service would travel on the Monterey Branch Rail Line in Monterey and utilize the Santa Cruz Branch Rail Line in Santa Cruz County, and the Union Pacific Coast Mainline tracks between Castroville and Pajaro. The Monterey Bay Area RNIS is developing a service vision that seeks to maximize rider benefit, minimize capital and operations costs, shorten implementation time, minimize risk, and create a scalable service network. The design prioritizes service goals, customer experience, intuitive operations, direct connections, minimized travel time, and hub stations to allow for regular repeating schedules and timed transfers.

Figure 1. 2018 California State Rail Plan – 2040 Vision
The Monterey Bay Area RNIS service concepts are being designed for initial (2022), phased (2027) and vision (2040) planning horizons. The initial regional service between the cities of Santa Cruz and Monterey is provided by integrated bus connections which could utilize the bus-on-shoulders project being developed on Highway 1 in Santa Cruz County. This integrated bus service is envisioned to also provide Santa Cruz County connections to intercity rail at Pajaro for access to Gilroy and points north, and to Salinas and points south. The future vision service is currently considering an hourly regional rail service between Cities of Monterey and Santa Cruz with station stops at Capitola, Aptos, Watsonville, Pajaro, Castroville, Marina, and Seaside with timed connections to/from intercity rail service at hub stations in Pajaro and Castroville. A future vision regional service could be served by any of the alternatives that are currently being evaluated in the Transit Corridors Alternatives Analysis although only a rail alternative with an FRA-compliant vehicle would allow for a one-seat-ride.

The RTC’s Transit Corridors Alternatives Analysis and RNIS project team (RTC staff, METRO and HDR consultants) have been collaborating with the Monterey Bay RNIS project team (TAMC staff and AECOM consultants) to ensure consistency between studies. More details on the Monterey Bay Rail Network Integration Study can be found in Attachment 4.

**FISCAL IMPACT**

This item is for information only and there is no fiscal impact.

**SUMMARY**

Both RTC and TMC have been funded by Caltrans to develop Rail Network Integration Studies to assess how best to implement the 2018 California State Rail Plan. RTC and TMC staff have been coordinating on these studies to ensure consistency. The work of TMC to develop a transit station at Pajaro for Santa Cruz County connectivity to the statewide rail network and a regional transit service between the Cities of Monterey and Santa Cruz is presented.

**Attachments:**
1. Monterey and Bay Area Rail Network Map
2. Monterey County Rail Extension Fact Sheet
3. Pajaro/Watsonville Multimodal Transportation Station
MONTEREY COUNTY RAIL EXTENSION

PROJECT OVERVIEW, OPERATIONS PLAN & INSTITUTIONAL ARRANGEMENTS

The Transportation Agency for Monterey County, as the local lead agency, grantee agency and owner of the project, proposes to extend passenger rail service from Santa Clara County south to Salinas. The service will start with two round trips, expanding to up to six round trips as demand warrants.

CAPITAL IMPROVEMENTS

Kick Start:
- Salinas
  - Lincoln Avenue Extension
  - Train layover facility
  - Bus facility
  - Car, bike parking
- Gilroy
  - Track and grade crossing improvements

Future Phases:
- A new station in Pajaro/Watsonville (connection to the Santa Cruz branch line)
- A new station in Castroville (connection to the Monterey branch line)

PROJECT BENEFITS

Provides an alternative to the highly congested US 101 corridor to access jobs, education, health care and inter-regional transportation in Silicon Valley and the San Francisco Bay Area.

Promotes mixed-use, transit-oriented development, affordable housing, livable communities and economic growth around stations.

112,000 estimated annual ridership.

66% estimated farebox recovery.

Extensively collaborative endeavor and has regional and statewide support. Project is in the near-term scenario of the 2018 California Statewide Rail Plan.

34 tons annual reduction of carbon dioxide, a greenhouse gas and contributing factor in global climate change, as a result of reducing total vehicle miles traveled on the regional road and highway network.

1 ton annual reduction in volatile organic compounds, smog-forming toxic gases.

$2.2 million saved annually in avoidance of highway accidents.

40 tons annual reduction in carbon monoxide, a smog-forming toxic gas.

825 new jobs created in an area with high unemployment.

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825 new jobs created in an area with high unemployment.

$2.2 million saved annually in avoidance of highway accidents.

Extensively collaborative endeavor and has regional and statewide support. Project is in the near-term scenario of the 2018 California Statewide Rail Plan.

PROJECT BENEFITS

Provides an alternative to the highly congested US 101 corridor to access jobs, education, health care and inter-regional transportation in Silicon Valley and the San Francisco Bay Area.

Promotes mixed-use, transit-oriented development, affordable housing, livable communities and economic growth around stations.

112,000 estimated annual ridership.

66% estimated farebox recovery.

Extensively collaborative endeavor and has regional and statewide support. Project is in the near-term scenario of the 2018 California Statewide Rail Plan.

34 tons annual reduction of carbon dioxide, a greenhouse gas and contributing factor in global climate change, as a result of reducing total vehicle miles traveled on the regional road and highway network.

1 ton annual reduction in volatile organic compounds, smog-forming toxic gases.

$2.2 million saved annually in avoidance of highway accidents.

40 tons annual reduction in carbon monoxide, a smog-forming toxic gas.

825 new jobs created in an area with high unemployment.

$2.2 million saved annually in avoidance of highway accidents.

Extensively collaborative endeavor and has regional and statewide support. Project is in the near-term scenario of the 2018 California Statewide Rail Plan.
MONTEREY COUNTY RAIL EXTENSION: FUNDING PLAN

TOTAL PROJECT COST $81.5 Million

- $7.2 M Proposition 116 Rail Bond
- $10.1 M Transit Intercity Rail Capital Program
- $18.1 M Valley Transportation Authority (VTA)
- $2.7 M Local Funding (Various Sources)
- $23.4 M State Transportation Improvement Program
- $20 M Traffic Congestion Relief Program

Project costs do not include operations, nor the cost of new trainsets.

DRAFT TRAIN SCHEDULE

MORNING NORTHBOUND TRAINS

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EVENING SOUTHBOUND TRAINS

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DISTANCES & TRAVEL TIME

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CONTACT

Transportation Agency for Monterey County
55-B Plaza Circle, Salinas, CA 93901
Phone (831) 775-0903 • www.tamcmonterey.org

KICK START PROJECT
Monterey Bay Area Network Integration Study
Future Service Vision

September 2020
Future Service Vision

Summary

Future Service Vision

Building on long-standing efforts to re-establish regular passenger rail service to Monterey Bay and the Central Coast, the Monterey Bay Area Network Integration Study has developed a detailed Service Vision to guide the establishment and expansion of the future regional rail network. Aligned with the 2018 California State Rail Plan, the Service Vision describes a network that connects regional communities to the San Francisco Bay Area and broader statewide rail network.

The network has been designed through strategic analysis and operations modelling using clear guidelines and goals set by TAMC and regional stakeholders. The Service Vision seeks to maximize rider benefit, minimize capital and operations costs, shorten implementation timelines, minimize risk, and create a scalable service network. The design prioritizes service goals, customer experience, intuitive operations, direct connections, minimized travel time, and hub stations to allow for pulsed-style scheduling and timed transfers.

The Service Vision considers needs and constraints along the different corridors to arrive at an implementable integrated network through a strategic program of phased implementation as the network and rail ridership market scale together.

This document describes the Service Vision, network design, phased implementation, and methodology.

Monterey Bay Area Integrated Network

Service Highlights:
The network features fully integrated service with connecting hubs in Castroville and Pajaro.

Service includes:
- Hourly intercity trains to/from Salinas
- Bi-hourly trains extended to/from SLO
- Connecting interlined regional trains to/from Monterey and Santa Cruz

Infrastructure Needs:
Through modelling analysis, minimum necessary infrastructure investments include:
- Reactivating branch-lines for regular passenger service
- Developing new stations
- Acquiring rolling stock equipment
- Developing support facilities

18-10
Future Service Vision

Study Background

Monterey Bay Area Network Integration Study

The Service Vision, and corresponding network design, lays out a guide map for a future integrated intercity and regional rail network that connects communities in Monterey Bay to the Central Coast and the San Francisco Bay megaregion. The Service Vision has been designed according to the statewide strategy, policies, and priorities set forth in the 2018 California State Rail Plan (Figure 1). The State Rail Plan provides a blueprint for regions across the state to align investments and rail service improvements toward a fully integrated statewide network.

The Service Vision recognizes that both the Coast Subdivision and the Monterey and Santa Cruz branch lines are largely single-tracked corridors often running through environmentally sensitive areas, particularly Elkhorn Slough. Use of the Coast Subdivision, owned by Union Pacific, must defer to and respect the freight service. As such, this Service Vision and its operating concepts were designed to be operable on a largely single-track network with minimal investment in additional tracking or need for additional right-of-way.

Service Vision Goals

In developing the Service Vision, TAMC and local stakeholders set out clear guidelines and goals to design a robust passenger rail service connecting Monterey Bay communities and the Central Coast to the San Francisco Bay Area. TAMC has designed an implementable, technically sound Service Vision for a future Monterey Bay Area regional rail network that accomplishes regional service goals and provides technical inputs for implementation planning. While the design process is open and transparent, it has been developed through a strict methodology that prioritizes better service and minimizes infrastructure investment.

Figure 1 – 2018 State Rail Plan Statewide Vision
Design Principles

The Service Vision is guided by several design principles, carried from the State Rail Plan and international best practice in modern rail network design. These design principles balance maximum rider benefit for minimum capital investment, shorten implementation timelines, minimize development risk, and provide the basis for a stable service network that can be scaled with market growth over time.

- **Service-led design** means putting service goals and customer experience first, designing a network to support service goals, and only identifying infrastructure needed to support the network.

- **An intuitive network** means simplifying and standardizing service patterns, schedules, connections, operations, and ticketing. This reduces the logistical burden and cost placed on customers to understand and utilize the service.

- **Direct connections** means minimizing physical and temporal distance so passengers can transfer trains across a platform or to a bus bay. This reduces travel time, allows more efficient operations, and reduces the physical footprint and related capital cost of infrastructure at stations.

- **Hub stations** means service is organized to meet at stations at regular intervals. This ensures connectivity throughout the network, minimizes capital investment, and increases accessibility throughout the region. Hub stations allow for repeating pulsed schedules and timed transfers.
  - **Pulsed scheduling** means a repeating schedule at regular intervals (hourly, half-hourly, etc.) throughout the day. This ensures easy understanding for customers, regular connections at hubs, simplified operations, and minimized infrastructure.
  - **Timed transfers** means quick connections for passengers at hub stations, reducing travel time and expanding network connectivity.

Future Service Vision

Background

Figure 2 – Hub station with direct connections, making timed transfers between bus and rail services at a quarter after the hour.
Future Service Vision
Planning Parameters – Service Goals

State Rail Plan Vision and the Monterey Bay Region
The 2018 California State Rail Plan articulates a clear vision for rail service throughout the State of California and provides specific service goals for regional service in the Monterey Bay Region and on the Central Coast. The State Rail Plan identifies the need for and prioritizes the establishment of a regional network connecting Monterey and Santa Cruz, integrated with intercity service between the Central Coast and San Francisco Bay.

Coast Corridor Opportunities and Constraints
The Coast Corridor presents both opportunities and constraints for regional service in Monterey Bay. The existence of an established rail line with passenger service, the Coast Subdivision, provides a head start on the infrastructure and markets needed for future expansion of a rail network. However, the corridor is privately owned by Union Pacific and primarily used for freight service. Future passenger service expansion will need to be carefully coordinated with and ultimately supported by Union Pacific, meaning it cannot jeopardize freight service.

Caltrain Business Plan
The Caltrain Business Plan sets out a long-term strategy for the expansion and electrification of passenger service between Tamien and San Francisco. This presents an opportunity for Monterey Bay service as it builds out a broader megaregional network but also presents constraints as future service from the Central Coast north of Gilroy will have to integrate with Caltrain’s future service plans.

San Jose – Gilroy Alignment
The California High Speed Rail Authority has prioritized establishing a new, electrified passenger alignment between San Jose and Gilroy, allowing speeds of up to 110 mph. This is an opportunity for expanded Monterey Bay service, opening additional capacity and reducing travel time to San Jose. However, again it means future service development in Monterey Bay will have to integrate with service planning done to the north.
Rolling Stock

Rolling stock refers to the type of equipment used to provide service. Different rolling stock types (locotive hauled, multiple unit) and different power sources (diesel, electric) have different performance characteristics (top speed, acceleration) in different operating environments. The network design process develops assumptions and analyzes tradeoffs of different rolling stock types to potentially be used to provide the service.

- **Conventional Diesel-Hauled**
  - Diesel-hauled locomotive with passenger cars
  - Examples: Coast Starlight (Amtrak), existing Caltrain (Peninsula)

- **Bi-Mode / Hybrid**
  - Bi-mode, or hybrid, trains draw power from a diesel engine and/or overhead catenary to a locomotive pulling passenger cars
  - Examples: British Rail Class 800 (UK), Renfe Class 130 (Spain)

- **Diesel Multiple Unit (DMU)**
  - Diesel-powered trains with self-propelled passenger cars (no locomotive)
  - Examples: SMART (Sonoma, Marin), Sprinter (San Diego), eBart (Contra Costa County)

- **Electric Multiple Unit (EMU)**
  - Electric-powered trains with self-propelled passenger cars (no locomotive)
  - Examples: future Caltrain (Peninsula)
Future Service Vision
Planning Parameters – Service Concepts

Service Concepts Overview
The following section details service concepts designed for initial, phased, and vision planning horizons that scale over time as the network is developed and service is expanded. Each balances specific service goals with appropriate constraints and levels of detail given development timelines and anticipated funding.

Focus Points
Network integration demands special attention to organize service in a way that provides seamless connectivity at regional hubs (Castroville and Pajaro). These hubs are not necessarily the biggest cities or biggest stations; more importantly to operations, they are the nodes in the network where different services come together to provide connectivity and regional accessibility.

Initial Service
The initial service concept is intended as a start-up to re-establish regular passenger service to Salinas. The concept involves extending existing peak-hour Caltrain service from Gilroy to Salinas.

Phased Service
The phased service concept scales the initial peak-hour service to an all day, bi-directional service with through trains to San Luis Obispo. The concept involves taking advantage of planned improvements to infrastructure north of Gilroy.

Vision Service
The vision service concept represents the full build-out of the regional network, with direct regional service between Monterey and Santa Cruz, interlining with intercity service between San Luis Obispo and San Jose / San Francisco. The concept involves reestablishing passenger service on the publicly owned Monterey and Santa Cruz branch lines.

Figure 4 – Monterey Bay Area Network Integration Study Area
Future Service Vision

Initial Service Concept

The initial service concept is an extension of existing Caltrain service from Gilroy to San Francisco. Under this concept, trains to and from Gilroy would be extended to Salinas. The goal for the initial service concept is to establish regular passenger rail service to/from Monterey Bay and provide a basis for future expansion. This service concept is supported by the 2018 State Rail Plan’s goal for ‘two intercity trains per day connecting the San Francisco Bay Area to Salinas’. Any additional service south of Gilroy of course depends on close coordination and approval from Union Pacific to allow for increased traffic on the freight corridor.

Markets Served
- Commute-oriented service from Salinas to San Jose / San Francisco via Pajaro and Gilroy
- Integrated hourly bus service making regional connections

Service Frequency:
- **Intercity service:**
  - Peak hour, peak direction commute-oriented service northbound in the AM and southbound in the PM from Salinas to San Jose / San Francisco
  - Three daily round trips, maximum authorized speed 79 mph
- **Regional service:**
  - Integrated bus service providing connections to/from intercity rail at hub stations in Castroville and Pajaro
  - Initial regional service (Monterey to Santa Cruz) provided by integrated bus connections
- **Rolling Stock**
  - Conventional diesel-hauled rolling stock

![Figure 5 - Initial Service Concept](image-url)
Future Service Vision
Phased Service Concept

Phased Service Concept
As the market scales up from the initial service and investments are made in providing additional service, the Phased Service concept plans for all day hourly, bi-directional service between Salinas and San Jose / San Francisco. The Phased Service concept introduces regular, bi-directional service to the corridor, provides better connections to integrated buses, and prepares the network for fully integrated regional service in the Vision Concept.

The Phased Service concept offers high levels of frequency and lower travel times that depend on access to new high-speed infrastructure planned between Gilroy and San Jose. Without access to that infrastructure, service frequency will be much more constrained, with higher travel times.

Markets Served
- Regular intercity service from Salinas to San Jose / San Francisco
- Minimum every-four-hour intercity service extensions to/from San Luis Obispo
- Integrated hourly bus service making regional connections

Service Frequency:
- **Intercity service:**
  - Hourly, bi-directional service between Salinas to San Jose / San Francisco, with minimum every-four-hour through service to San Luis Obispo.

- **Regional service:**
  - Integrated bus service providing connections to/from intercity rail at hub stations in Castroville and Pajaro.
  - Phased regional service (Monterey to Santa Cruz) provided by integrated bus connections.

- **Rolling Stock**
  - Bi-modal, hybrid rolling stock able to maintain technical slots north of Gilroy 18-17

Figure 6 - Phased Service Concept

DB Engineering & Consulting USA Inc. | TAMC Monterey Bay Area Network Integration Study | September 2020
Future Service Vision

Vision Service Concept

The Vision Service Concept represents the fully built-out and integrated regional rail network for Monterey Bay with regularized, hourly intercity service between Salinas and San Jose / San Francisco. Intercity service offers timed connections to hourly regional service between Monterey and Santa Cruz. Connections between services would be cross-platform and timed for minimal transfer times.

The Vision Service Concept offers maximum accessibility and mobility in the regional network.

Markets Served
- Regular intercity service from Salinas to San Jose / San Francisco via Pajaro and Gilroy
- Bi-hourly intercity service extensions to/from San Luis Obispo
- Integrated regional service making local connections

Service Frequency:

- **Intercity service:**
  - Hourly, bi-directional intercity service between Salinas to San Jose / San Francisco, with bi-hourly through service to San Luis Obispo

- **Regional service:**
  - Hourly, bi-directional regional service between Monterey and Santa Cruz, with timed connections to/from intercity rail service at hub stations in Castroville and Pajaro
  - Regional rail service does not preclude additional local transit service

- **Rolling Stock**
  - Bi-modal, hybrid trains able to maintain slots north of Gilroy (intercity service)
  - DMU (regional service)
Hub Stations
The Vision Service Concept organizes schedules around hub stations in Castroville and Pajaro. This allows trains to meet and pass each other at station platforms, potentially eliminating the need for any additional double-tracking or siding projects along the corridor.

Timed Connections
Timed connections at hub stations minimize travel time and maximize convenience for riders. For northbound connections from Monterey to San Jose / San Francisco, riders would have cross-platform transfers available from regional to intercity trains available at both Castroville and Pajaro/Watsonville with a minimal wait (Figure 8).

At Castroville, trains from Monterey arrive at :11 after the hour. Passengers can disembark and connect to a San Jose bound train that departs at :16 after the hour from the same platform.

Pulsed Service
Hub stations facilitate regular, bi-directional pulse service where trains arrive at the same interval and make the same connections all day, in both directions. This minimizes risk and complexity for customers, maximizes utilization of investments, and provides robust accessibility and mobility all day throughout the region.

The trains repeat their service patterns on the same schedule every hour meaning the same trips, same connections, and same travel times are available throughout the day at the same interval.

Future Service Vision
Hub Stations

Figure 8 – Castroville Station Clock showing connections between regional and intercity trains as they subsequently arrive, dwell for one minute, and depart from the station.

At Castroville, the service plan is optimized to prioritize transfers to/from Monterey and San Jose / San Francisco.
Future Service Vision
Pulsed Service

Conceptual Schedule
Utilizing pulse-style service, the Vision Service Concept has a fully developed conceptual schedule to illustrate the future regional operations. The schedule shows full connectivity and services available both northbound and southbound on the regional and intercity service lines. The schedule illustrates the connections available at Pajaro and Castroville as connections are available with timed connections. Passengers can transfer from regional to intercity trains with minimal wait time and same or cross platform access at hub stations.

Service Hierarchy
The Vision Service creates a hierarchy between regional and intercity service to differentiate the type of service being offered based on the travel demand being served in local markets.

Regional Service
Regional service operates between Monterey and Santa Cruz with smaller DMU equipment sets making more frequent stops to provide regional accessibility and connections to intercity hubs in Castroville and Pajaro.

Intercity Service
Intercity service operates between San Luis Obispo and San Jose / San Francisco with higher capacity bi-modal equipment capable of carrying more passengers at higher speeds. The intercity service provides faster regional mobility and connections across the region from the Central Coast to San Francisco Bay.

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Figure 9 – Conceptual schedule, portion of the service day
Future Service Vision
Integration with *Coast Starlight* Service

**Technical Service Slots**

Pulse schedules work by identifying technical service slots in a repeating hourly pattern throughout the network. Once those patterns are identified, different operators or different services can fill those slots to support the overall network.

**Coast Starlight Integration**

The existing *Coast Starlight* (or a future *Coast Daylight*) could be integrated directly into the service plan by assigning northbound and southbound slots to the long-distance service (Figure 10). Long-distance trains could provide connectivity to/from regional trains and continue providing one seat rides to Seattle via Sacramento and Los Angeles.

Figure 10 – *Coast Starlight* integration

The *Coast Starlight* can be integrated into the service vision by filling one of the intercity slots.
Future Service Vision
Freight Coordination

Freight Windows
As of 2020, the main line for intercity service—the Coast Subdivision from south of Oakland through San Luis Obispo—is owned and operated primarily for the freight service of the Union Pacific (UP). UP owns the right of way and will shape any potential future passenger service on its corridor. However, in designing the service concepts and Vision Service operating plan, great care was taken to identify paths and service windows in the network so as not to preclude freight service.

Efficient Mixed Corridor Operations
While complexity in the network increases as service increases, the service plan preserves overnight hours and every-four-hour freight windows. Utilizing the paths identified in Figure 11, freight trains could be able to move through the network every four hours without disrupting or being disrupted by the passenger schedule.

Effective freight coordination and protecting the freight franchise is critical to successful implementation planning and project delivery.

Figure 11 – Freight pathing
The service vision and UP freight traffic can be interlined and protected by designing freight paths in service windows for freight trains.
Future Service Vision

Network Integration

Infrastructure Requirements
The Service Vision and network design were developed with guidance from TAMC to limit capital cost and utilize existing infrastructure wherever possible. This means designing service patterns utilizing the largely single-track corridors and managing passing at existing sidings or planned stations.

Investments required to double track long corridors or build sidings can be constrained to limited investments in and around stations and the rolling stock and signal systems necessary to operate service. Planning service by investing in efficient operations and equipment can be orders of magnitude cheaper than the cost and environmental impacts of solving problems with large infrastructure projects.

Corridor Investments:
- The Vision Service is planned on single track corridors and no additional double tracking or sidings, outside of station areas, would be needed to operate the passenger service plan north of Salinas
- Investments needed to re-activate branch lines, improve signal systems, and ensure safety for modern passenger service

Station Investments:
- New stations would need to be built throughout the network. Most stations could be minimalistic, with a single track and single platform. Passing stations would require double tracking and either two platforms or island platforms. Pajaro would require four tracks and two double-loading island platforms to facilitate transfers.

Rolling Stock Investments:
- The Vision Service requires modern, bi-modal intercity rolling stock capable of maintaining technical slots north of Gilroy that interline with Caltrain and high-speed service and modern DMU or EMU rolling stock capable of providing efficient acceleration and braking on the regional branch lines.

Figure 12 – Vision Service netgraph
Future Service Vision

Equipment Needs

Intercity Service
Intercity service was modelled with bi-modal trains able to utilize both the electrified corridor north of Gilroy and the conventional corridor between Gilroy and Salinas. In order not to preclude through service to San Francisco, trains must be able maintain technical slots planned on the Peninsula. At minimum, bi-modal, or hybrid, trains that can draw power from electric catenary wire and generate their own power from onboard diesel engines are required. Such trains are in use today on similar corridors in the United Kingdom and Spain.

Regional Service
Regional service was modelled with diesel multiple unit (DMU) trains, as are currently in use throughout California in Sonoma, Marin, and San Diego Counties, and soon to be in use in San Bernardino County. DMUs are lighter than conventional diesel hauled locomotive trainsets, with more efficient acceleration and braking performance.

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</tr>
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Figure 13 – Minimum equipment needs to serve operations, not including reserve equipment
Future Service Vision
Infrastructure Needs – Connectivity

Hub Stations: Pajaro
At :30 after the hour, every hour of the service day, both northbound and southbound regional trains and northbound and southbound intercity trains stop at the Pajaro Station. This allows full connectivity throughout the network and minimizes infrastructure needs elsewhere in the corridor. To accommodate all four trains at once and to facilitate cross-platform transfers, the station requires four tracks, two center island platforms, and an additional crossover for the southbound regional train.

Figure 13 – Pajaro Service Connections
Figure 14 – Pajaro Station Diagram
Future Service Vision
Infrastructure Needs – Connectivity

Passing Stations: Marina and Capitola
At the top of every hour, northbound and southbound regional trains pass each other along their journeys. This pass is designed to happen at a station, to minimize infrastructure investments in the corridor. Both Marina and Capitola stations are designed with single track approaches and with double tracking and center island platforms. This design allows for a minimalist footprint and capital investment while providing robust regional service.

Figure 15 – Marina / Capitola Station passing

Figure 16 – Marina and Capitola Station Diagram

Passing Station:
Regional trains pass safely in the station

Trains meet at Capitola Station

Trains meet at Marina Station

To Monterey
To Santa Cruz

Double track station with center island platform
Future Service Vision
Infrastructure Needs – Travel Time

Infrastructure Top Speed & Travel Time Impact
The maximum authorized speed of a rail line is set by several factors ranging from the physical limitations of the geography and topography to the operational limitations of mixed corridors, signal systems, and stopping patterns. The network design process allows for analysis of raising maximum authorized speeds on existing or planned infrastructure to estimate the benefit to travel times on the corridor.

Today, the maximum authorized speed is 79 mph on the Coast Sub. Topography, sidings, control points, bridges, schedules, and other constraints often mean trains travel more slowly under current conditions. In future, maximum authorized speeds are expected to be 110 mph on new passenger-only infrastructure north of Gilroy.

Maximum authorized speed is only a small component of determining travel times. Average speed is the more important variable. Raising top speeds on small segments of long corridors have a limited or even negligible effect, especially in proportion to potential capital costs, particularly in challenging topography (high grades and curvature) and in corridors with frequent stopping.

Results of raising top speeds from 79 mph to 110 mph:
- Travel time benefit (31 minutes saved) from upgrading San Jose – Gilroy alignment with new passenger-only electrified right of way offering express service
- Minimal to no travel time benefit for speed improvements south of Gilroy

This analysis found marginal to zero travel time benefit to investing in increasing top speeds on the existing corridor south of Gilroy. Curves, grades, and frequent stops limit the ability of trains to take advantage of higher speed limits. However, there would be significant travel time benefit (31 minutes) to new infrastructure north of Gilroy.

San Jose - Gilroy:
- 31-minute time savings
- Assumes no local stops, dedicated right-of-way

Gilroy – Pajaro
- ~4.5 minutes time savings

Pajaro – Castroville
- No time savings

Castroville – Salinas
- No time savings

Figure 17 – Top speed analysis
Future Service Vision
Infrastructure Needs – Summary

Infrastructure Needs
This Service Vision was designed to minimize infrastructure, capital, equipment, and operational costs as much as possible while maximizing regional connectivity and rider benefit. As such, the corridors are planned as almost entirely single track, as they are today, with trains passing at stations instead of between stations where more track infrastructure and signaling would be needed.

Nevertheless, as the Monterey Bay region would be establishing a new service network, new infrastructure will be needed to support the service running the spectrum from revitalized tracks, powered switches, modern signaling systems, rolling stock, and stations. Tracks would have to be re-established for the branch line to Monterey. Subsequently, support facilities would be needed for train storage, maintenance, and other functions.

The adjacent list provides a summary of the broad categories of infrastructure needed to be analyzed and planned for through the implementation planning and capital costing portions of this study.

Planning Horizon:
- **Initial Service**
  - Pajaro station
    - island platform
  - Castroville station
  - Salinas station
    - storage tracks for 3 equipment sets

- **Vision**
  - Santa Cruz station
  - Capitola station
    - Double-tracked for train passing
  - Aptos station
  - Watsonville station
  - Pajaro station expansion
    - station tracks, second platform, and crossover
  - Castroville station
  - Marina station
    - double-tracked for train passing
  - Seaside station
  - Monterey station
    - storage tracks (three trains)
  - Two additional sidings (just south of Salinas, south of Paso Robles)

- **Phased Service**
  - Soledad station
  - King City station
  - Siding between King City and Paso Robles
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TO: Regional Transportation Commission
FROM: Grace Blakeslee, Senior Transportation Planner
RE: North Coast Rail Trail- State of California Department of Parks and Recreation (State Parks) Operating Agreement

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC):
1. Authorize the Executive Director to enter into an Operating Agreement with the State of California Department of Parks and Recreation (State Parks) for the purposes of developing and operating portions of the North Coast Rail Trail on property owned by State Parks (Attachment 1).

BACKGROUND

The planned North Coast Rail Trail Project includes construction of 7.5 miles of the Monterey Bay Sanctuary Scenic Trail’s (MBSST) rail trail spine between Wilder Ranch and Davenport. The North Coast Rail Trail is divided into two phases. Phase I is fully funded and spans 5.4 miles from Wilder Ranch to Panther/Yellowbank Beach. Phase II spans 2.1 miles from Panther/Yellowbank Beach to Davenport and includes improved parking lots and connections to the trail at Davenport and Panther/Yellowbank Beach, access improvements from the Bonny Doon Beach parking lot to the trail, and a pedestrian crosswalk in Davenport. RTC is seeking grant funding to complete the funding plan for Phase II construction.

DISCUSSION

State Parks Operating Agreement

A portion of the planned North Coast Rail Trail alignment is located on property owned by State Parks. RTC must acquire rights to utilize property owned by State Parks to develop and operate these portions of the North Coast Rail Trail. Acquiring property rights from State Parks is needed prior to certifying the right-of-way (ROW) and listing the project for construction. RTC and State Parks staff prepared an Operating Agreement (Attachment 1) with the intent to provide access for RTC to develop, operate, control and
maintain portions of the North Coast Rail Trail through property owned by State Parks. Use of the State Parks property identified in the Operating Agreement by RTC is to be for the sole use of the North Coast Rail Trail and will be provided rent-free to RTC by State Parks. During the term of the Operating Agreement, it is RTC’s responsibility to maintain the property and to ensure that the North Coast Rail Trail project area is maintained to the satisfaction of State.

While the term of the operating agreement is 25 years, RTC and State Parks intend to pursue a land transfer to provide RTC an ownership interest in most of the State Parks property addressed in the Operating Agreement. RTC and State Parks do not intend to pursue a land transfer for the section of the North Coast Rail Trail project referred to as the Wilder Ranch connection. The Wilder Ranch connection begins just north of the Wilder Ranch Parking lot and extends south along the Wilder Ranch parking lot and the Wilder Ranch State Park cultural complex. The property required for Wilder Ranch connection will remain subject to the 25-year operating agreement.

Staff recommends that the Regional Transportation Commission (RTC) authorize the Executive Director to enter into an Operating Agreement with the State of California Department of Parks and Recreation (State Parks) for the purposes of developing and operating portions of the North Coast Rail Trail on property owned by State Parks (Attachment 1).

Project Schedule Update

RTC is working closely with Federal Highway Administration- Central Federal Lands to obtain environmental resource agency permits and approvals from the California Coastal Commission, Caltrans, and the California Public Utilities Commission. Final design and preconstruction activities for Phase I and Phase II are scheduled to be complete in September 2021. However, funding for Phase I of the North Coast Rail Trail was recently reprogrammed by CFL from August 2021 to August 2024. RTC will work with CFL to advance these funds, if possible. Phase II, which includes the Davenport Crossing, will be built at the same time should funding for that part of the project be secured. Should CFL and additional grant funding be secured in advance of August 2024, RTC staff may need to advance Measure D construction funding programmed in the Measure D 5-year plan approved on September 3, 2020.
FISCAL IMPACT

The North Coast Rail Trail Project is funded through a combination of funding from the Federal Lands Access Program (FLAP), Measure D, the Coastal Conservancy and Land Trust of Santa Cruz County. There is no cost to enter into an Operating Agreement with State Parks. Staff costs associated with development of the Operating Agreement between RTC and State Parks as well as future efforts to acquire an ownership interest in the property is included in the FY19/20 and 20/21 budget and Measure D 5-year plans.

SUMMARY

The North Coast Rail Trail Project includes construction of 7.5 miles of the Monterey Bay Sanctuary Scenic Trail’s (MBSST) rail trail spine between Wilder Ranch and Davenport. RTC must acquire rights to utilize property owned by State Parks to develop and operate portions of the North Coast Rail Trail. RTC and State Parks staff prepared an Operating Agreement (Attachment 1) with the intent to provide access for RTC to develop, operate, control and maintain portions of the North Coast Rail Trail through property owned by State Parks.

Attachments:
  1. Resolution to approve the Executive Director to enter into an Operating Agreement with the State of California Department of Parks and Recreation
     a. Exhibit A: Draft Operating Agreement

S:\RTC\TC2020\TC1020\Regular Agenda\State Parks Operating Agreement\SR_NorthCoastRail_StateParksOA.docx
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission on the date of October 1, 2020 on the motion of Commissioner duly seconded by Commissioner

A RESOLUTION APPROVING AN OPERATING AGREEMENT BETWEEN RTC AND STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE PURPOSE OF CONSTRUCTING AND OPERATING THE NORTH COAST RAIL TRAIL

WHEREAS, in October 2012, the Regional Transportation Commission (RTC) became the owner of the Santa Cruz Branch Rail Line right-of-way;

WHEREAS, the RTC is charged with implementing the Santa Cruz County portion of the 2-county Monterey Bay Sanctuary Scenic Trail (MBSST) Network;

WHEREAS, in November 2013, the RTC adopted the MBSST Master Plan that defines the alignment and development of the Santa Cruz County’s 50-mile bicycle and pedestrian trail system, certified a programmatic Environmental Impact Report for the MBSST Master Plan and in February 2014 approved a revision to the MBSST Master Plan and an addendum to the certified programmatic Environmental Impact Report for the MBSST Master Plan;

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

WHEREAS, RTC certified the North Coast Rail Trail Final Environmental Impact Report on March 7, 2019 and amended the Final Environmental Impact Report on March 3, 2020;

WHEREAS, a portion of the planned North Coast Rail Trail alignment is located on property owned by State Parks;

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

1. The Executive Director is authorized to enter into an Operating Agreement (Exhibit A) with the State of California Department of Parks and Recreation for the purpose of developing and operating the North Coast Rail Trail.
Coast Rail Trail, subject to approval as to form by legal counsel.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

____________________________
Bruce McPherson, RTC Chair

ATTEST:

____________________________
Guy Preston, Secretary

Exhibit A: Draft Operating Agreement between RTC and State of California Department of Parks and Recreation

Distribution: RTC Program Manager, CFL

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#P20OA002

Operating Agreement

with

Santa Cruz County Regional Transportation Commission

for

North Coast Rail Trail, Wilder Ranch State Park

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
PARTNERSHIPS DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814
# OPERATING AGREEMENT

for

North Coast Rail Trail, Wilder Ranch State Park

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OPERATING AGREEMENT

with
Santa Cruz County Regional Transportation Commission

for
North Coast Rail Trail, Wilder Ranch State Park

This OPERATING AGREEMENT “Agreement”, by and between the STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as “State”, and Santa Cruz County Regional Transportation Commission, a public agency, hereinafter referred to as “RTC”, collectively referred to as the “Parties”.

W I T N E S S E T H:

Whereas, pursuant to the provisions of § 5080.30, et seq., of the California Public Resources Code (PRC), State may enter into an operating agreement with any city, county, district, public agency, or combination thereof of the State of California for the care, maintenance, administration, and control of lands under the jurisdiction of State for the purpose of the state park system; and

Whereas, State has acquired for park and recreational purposes certain real properties known as Wilder Ranch State Park located within Santa Cruz County; and

Whereas, State and RTC desire to enter into an Agreement to provide for the development, operation, control, and maintenance of a portion of Wilder Ranch State Park to be developed and used as the North Coast Rail Trail (Rail Trail) by RTC; and

Whereas, the intent of this Agreement is to provide immediate access for RTC to develop, operate, control and maintain a segment of the Rail Trail through Wilder Ranch State Park while RTC acquires an ownership interest in a majority of the premises described herein below by means of a land transfer or easement from State.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:
1. **PREMISES**
   
   A. State authorizes RTC to develop, operate, control, and maintain that portion of Wilder Ranch State Park to be developed and used as the North Coast Rail Trail as shown in "**Exhibit A**", which is attached hereto and incorporated herein, hereafter referred to as “Premises”. RTC agrees to accept Premises, including facilities covered by this Agreement, and take the same in their present condition "AS IS" with all faults, and agrees to maintain the same in a safe and tenable condition for the purposes of the Rail Trail, and, at any termination of this Agreement to promptly turn back the same to State in the same or better condition, reasonable wear and tear excepted. State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Agreement. This Agreement is not intended to and does not create any third party rights and in no event shall be relied on by any party other than RTC and State.
   
   B. The Parties anticipate RTC shall acquire ownership interest in a majority of the Premises that may include Exhibit A, pages 1 through 70 by means of a land transfer or easement from State. The agreed upon land transfer shall be incorporated by amendment to this Agreement.

2. **TERM**
   
   A. The term of this Agreement shall be for a period of twenty-five (25) years and shall commence and shall commence following approval by the State of California Department of General Services, and State issued notice to proceed letter following RTC's completion of the Rail Tail. This Agreement may be extended up to an additional twenty-five (25) years, with a letter of mutual agreement by both Parties. Should RTC hold-over after the expiration of the term of this Agreement with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this Agreement subject otherwise to all the terms and conditions of this Agreement.
B. Notwithstanding the stated term, RTC shall acquire an ownership interest in a portion of the Premises, as agreed upon by the Parties, by means of a land transfer or easement anticipated within two years of Agreement execution date.

3. USE OF PREMISES

A. RTC agrees to develop, operate, control, and maintain the Premises as a pedestrian and bicycle recreation and transportation corridor only, subject to the use and enjoyment of the general public. Development and operation of the Premises shall be conducted in accordance with all applicable State general planning principles, State Parks and Recreation Commission policies and all federal, state, and local government statutes, laws, and regulations. At a minimum, RTC agrees to operate Premises as follows: the Premises are to be developed and used solely as a portion of the Rail Trail, generally in accordance with the Monterey Bay Sanctuary Scenic Trail Master Plan “MBSSTMP”, adopted on November 7, 2013 and revised on February 6, 2014 for public bicycle and pedestrian recreational and transportation use. The MBSSTMP is available at https://sccrtc.org/projects/multi-modal/monterey-bay-sanctuary-scenic-trail/mbsst-master-plan/. The proposed Rail Trail Segment 5 “NCRT” of the MBSSTMP trail alignment generally includes a 12 foot paved multi-use trail with a 2 foot unpaved shoulder. In some locations, the coastal 2 foot unpaved shoulder is replaced with a 19 foot unpaved farm road. In addition, the Rail Trail includes rest areas some of which are located on State Parks property. The Rail Trail will also include pedestrian and bicycle recreational facilities and interpretative information about historical, cultural and biological resources associated with the NCRT.

B. These Rail Trail shall not adversely affect the use and enjoyment of the Premises by the public. The State agrees to grant a separate right-of-entry over portions of Wilder Ranch outside the Premises for use during construction of the Rail Trail for two years.

C. RTC may adopt rules and regulations for the use and enjoyment of the Premises by the public. Any such rules and regulations adopted by RTC shall conform to, and be consistent with, the rules and regulations adopted by State and generally applicable to the California State Park System.
D. RTC shall not use or permit the Premises to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth without the prior consent of the State.

E. Any time RTC is required to obtain approval, consent, or permission from the State, it shall be in writing.

F. Fire Emergency Preparedness and Response:
   1) RTC will maintain vegetation to protect park habitat from fire starts initiating off the Premises. Planning for fuel reduction must be in coordination with State.
   2) In the event of a wildfire incident, RTC will notify the State within 24 hours of its occurrence. RTC shall repair all suppression damage within the premises as soon as practical after Fire Agency declares it safe to do so. The State will provide RTC with suppression repair specifications. The State will supply on-site suppression repair guidance if requested by RTC.

4. CONSIDERATION
   A. In consideration of the services to be performed by RTC pursuant to this Agreement, State hereby authorizes the use of the Premises by RTC on a rent-free basis on the condition that RTC adheres to the terms and conditions of this Agreement. In the event that RTC fails to adhere to these terms and conditions perform, and following notice and the right to cure as set forth in Sections 15 and 16 respectively, the Premises shall revert back to the State, at State’s option, and State shall have the right to pursue any other remedies available under this Agreement and/or otherwise available by law.
   B. Any revenue to RTC derived from its control and operation of Premises for services, benefits, or accommodation to the general public, or otherwise, shall be used only for the operation, and maintenance of lands and/or facilities located within the North Coast Rail Trail, or for the development and renovation of improvements as outlined in the following section. Any such portion of revenue as may exceed costs
and expenses described in this paragraph shall be remitted to State in accordance
PRC § 5080.32 (b)(2).

5. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS
   A. At no cost or expense to the State, RTC may undertake new construction, reconstruction, and renovation subject to the following provisions:
      1) In the event that RTC desires to undertake improvements that constitute renovations, reconstructions or new constructions to the Premises or any part of the Premises, including changes to structural design, landscape design, or interior or exterior fixtures, design, and/or furnishings, (collectively "Alteration(s)"), approval by State shall be obtained prior to the commencement of any Alterations.
      2) Renovations, reconstructions or new constructions shall be identified by RTC and submitted annually to State. State shall review this submission and, RTC and State shall subsequently meet to identify and prepare a list of mutually agreed upon priority projects. State shall dictate the plan approval process. All modifications and additions shall be made in accordance with State’s standards for construction and completion of improvements. Further, all Alterations shall be made in accordance with State’s general planning principles and with all applicable state and federal laws, rules and regulations.
   B. Once prior approvals, permits, etc. have been received as required herein above, and the work on any Alteration has begun, RTC shall prosecute to completion with reasonable diligence all approved Alterations. All work shall be performed in a professional manner and will comply substantially with plans and specifications submitted to State as required herein and with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of RTC, at its own cost and expense, to obtain all licenses, permits, security, and other approvals necessary for
the construction of approved Alterations. RTC shall comply with public bidding requirements as set forth in the California Public Contract Code.

C. For all Alterations erected on the Premises by RTC, upon completion of construction, RTC shall (1) record a Notice of Completion, with a copy provided to the State; (2) provide State with a complete set of "as-built" plans for all improvements in a format reasonably acceptable to State; (3) submit evidence that all improvements are clear of any mechanic's liens or stop notices; (4) submit a verified accounting of the cost for Alterations, excluding equipment and trade fixtures that are the personal property of RTC; and (5) submit a verified report demonstrating full compliance with the pertinent state and federal accessibility laws, including but not limited to, the Americans with Disabilities Act of 1990, Titles II.

D. Title to all Alterations existing or hereafter erected on Premises, regardless of who constructs such improvements, shall immediately become State's property, and upon termination of this Agreement, all improvements shall become part of the realty and title to the Premises and shall vest in State, without compensation to RTC. RTC agrees never to assail, contest, or resist said title. The foregoing notwithstanding, State may elect, by notice to RTC, that RTC must remove any Alterations that are peculiar to RTC's use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, RTC shall bear the cost of restoring the Premises to their condition prior to the installment of the Alterations.

E. A list of Eligible or Potentially Eligible Historic Properties is attached hereto as “Exhibit B” and incorporated herein by reference.

6. MAINTENANCE OBLIGATIONS OF RTC

A. During the term of this Agreement and at RTC's own cost and expense, RTC shall maintain and operate the Premises including equipment, personal property, and Alterations or improvements of any kind that may be erected, installed, or placed thereon in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. During the term of this Agreement it shall be the RTC’s responsibility to ensure that the Premises are maintained to the satisfaction of State.
All construction, operation, and maintenance shall be in accordance with all laws, codes, regulations, ordinances, and generally accepted industry standards pertaining to such work. This obligation is not assignable without written consent from State.

B. Should RTC fail, neglect, or refuse to undertake and complete any required maintenance, State shall, following the notice and cure provisions set forth in Sections 15 and 16 and a failure by RTC to timely perform the maintenance, have the right to perform such maintenance or repairs for the RTC. In this event, RTC shall promptly reimburse State for the cost thereof, provided, however, that State shall first give RTC ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvement on the Premises. RTC hereby expressly waives the right to make repairs at the expense of the State and the benefit of §§ 1941 and 1942 of the California Civil Code relating thereto, if there be any. State has made no representations regarding the condition of the Premises, except as specifically set forth in this Agreement.

C. State reserves the right to enter the Premises for inspection and work related to its care and maintenance during the term hereof, provided that State shall give RTC reasonable written notice of its intention to do any of the work herein mentioned before such work is undertaken.

D. Notwithstanding the foregoing, the Parties may, by mutual written agreement, agree that an entity other than the RTC or the State shall be responsible for maintenance and operation of the Premises after completion of construction of the Rail Trail.

7. **CONCESSIONS**

Operator shall not enter into concession agreements.

8. **TAXES**

RTC, by signing this Agreement, acknowledges that occupancy interest and rights to do business on State property may create a possessory interest as that term is defined in Revenue and Taxation Code § 107.6, which possessory interest may subject RTC to liability for the payment of property taxes levied on such possessory interest.
RTC shall pay all lawful taxes, assessments, or charges that may be levied by the state, county, city, or any tax or assessment levying body at any time upon any interest in or created by this Agreement, or any possessory right that RTC may have in or to the Premises covered hereby or the improvements thereon, by reason of RTC’s use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by RTC in or about the Premises.

9. RECORDS AND ACCOUNTS

A. Recordkeeping: At all times during the term of this Agreement, RTC shall keep separate, true, and complete books, records, and accounts of all income and fees received and all expenditures made by RTC in relation to events, special services, and all other matters incident to the development, control, operation and maintenance of the Premises. The books, records, and accounts applying to the operation of the Premises and kept by RTC shall be open for audit or inspection by State at all reasonable times. All records shall be kept by RTC for a period of at least four (4) years. RTC shall be subject to State’s audit requirements and remedies as set forth herein.

B. Annual Revenue and Expenditure Report: RTC shall report said income and expenditures to State in accordance with “Exhibit C” Annual Revenue and Expenditure Report, or in a similar format acceptable to State on an annual basis, which annual report shall be submitted for the period commencing July 1st and ending June 30th of each reporting year, and shall be filed with State no later than the following September 30th. In addition, within forty-five (45) days of the expiration or termination of this Agreement, RTC shall submit to State a statement of income and expenditures for the period of operation not previously reported, prepared as set forth above. The Annual Revenue and Expenditure Report can be accessed at https://partnersreg.parks.ca.gov/.

C. Attendance Report: RTC shall provide State with a biennial attendance report to include a reasonable estimate of the number of visitors to the Premises for the
prior two calendar year period. Such annual reports shall be submitted to State by July 1\textsuperscript{st} of every other year.

10. **UTILITIES AND SERVICES**

RTC shall be responsible for all expenses resulting from utilities supplied to the Premises. RTC shall be responsible for distribution systems and all related expenses within the Premises.

11. **INSURANCE**

A. **Commercial General Liability Insurance:** At its sole expense, RTC agrees to maintain in force during the term of this Agreement comprehensive general liability insurance, insuring against claims for injuries to persons or property occurring in, upon, or about Premises. The insurance shall have limits of not less than ONE MILLION DOLLARS ($1,000,000) for injuries to person or persons, with TWO MILLION DOLLARS ($2,000,000) aggregate; and not less than ONE MILLION DOLLARS ($1,000,000) for property damage.

B. State agrees that RTC, at RTC option, may self-insure the coverage required by this section.

C. Each policy of liability insurance shall contain additional named insured endorsements in the name of the State of California, through its Department of Parks and Recreation, as to all insurable interests of the State including, but not limited to, the Premises and all contents as follows:

1) State of California, its officers, employees, and servants are included as additional insured but only insofar as operations and facilities under this Agreement are concerned.

2) The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to State.

D. **Worker’s Compensation and Employer’s Liability Insurance:** Operator shall maintain statutory worker’s compensation and employer’s liability insurance for all of Operator’s employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable. When work is
performed on State-owned or controlled property the Workers’ Compensation and
Employers’ Liability policy shall be endorsed with a waiver of subrogation endorsement
in favor of the State (this endorsement shall also be provided).

E. No cancellation provision in any insurance policy shall diminish the
responsibility of the RTC to furnish continuous insurance throughout the term of the
Agreement. Each policy shall be underwritten to the satisfaction of the State. A signed
Certificate of Insurance, with each endorsement required, including but not limited to
State’s additional insured endorsement, shall be submitted to State at the time this
Agreement is executed, showing that the required insurance has been obtained.
Further, at least thirty (30) days prior to the expiration of any such policy, RTC shall
submit to State a signed and completed Certificate of Insurance, with all endorsements
required by this section, showing, to the satisfaction of State, that such insurance
coverage has been renewed or extended. Within fifteen (15) days of State’s request,
RTC shall furnish State with a signed and complete copy of the required policy and/or
evidence of self-insurance.

12. HOLD HARMLESS AGREEMENT

A. RTC shall indemnify, hold harmless, and defend State, its officers, agents,
and employees against any and all claims, demands, damages, costs, expenses, or
liability costs (including but not limited to attorney fees, expert fees, and cost of suit),
arising indirectly or directly out of the development, operation, or maintenance of the
Premises by RTC, or in any way related to the performance of this Agreement by RTC,
by reason of its acts or omissions relating to the Premises and/or its obligation
pursuant to this Agreement and/or by reason of injury, death, property damage, or any
claim arising from the alleged violations of any state or federal law, statute, or
regulation, including but not limited to the Americans with Disabilities Act of 1990 Titles
I, II and III (ADA), however caused or alleged to have been caused, provided, however,
in no event shall RTC be obligated to defend or indemnify State with respect to the sole
negligence or willful misconduct of State, its employees, or agents.

B. In the event State is named as co-defendant in a legal action under the
provisions of the Government Code § 810 et seq., and served with process of such
legal action, State shall immediately notify RTC of such fact and RTC shall represent State in such legal action as provided herein unless State undertakes to represent itself as co-defendant in such legal action, in which event State shall bear its own litigation costs, expenses, and attorney fees.

C. In the event judgment is entered against State and RTC because of the concurrent negligence of State and RTC, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

13. EMINENT DOMAIN PROCEEDINGS

If the Premises or any portion thereof is taken by proceedings in eminent domain, State shall receive the entire award for such taking.

14. PROHIBITIONS AGAINST ASSIGNING, SUBLETTING

This Agreement and/or any interest therein or thereunder shall not be assigned, delegated, mortgaged, hypothecated, or transferred by RTC without obtaining the prior consent of State.

15. NOTICES

Any notice and/or report required to be given or that may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

State: Department of Parks and Recreation
       Santa Cruz District Office
       District Superintendent
       303 Big Trees Park Road
       Felton, CA 95018

RTC: Santa Cruz County Regional Transportation Commission, Attn: Executive Director
16. DEFAULTS AND REMEDIES

A. Any failure by a party to this Agreement to observe or perform a provision of this Agreement, where such failure continues for thirty (30) days after written notice of such failure, shall constitute a default and breach of this Agreement. However, if the nature of the default is such that it cannot be reasonably remedied within the thirty (30) day period, the offending party shall not be deemed to be in default if an effective cure is commenced within the thirty (30) day period and thereafter diligently prosecuted to completion. Upon an event of default by State, RTC shall have the right to terminate this Agreement by providing written notice to State.

B. Upon an event of default by RTC, State shall have the right to terminate this Agreement and obtain immediate possession of the Premises at any time by written notice to RTC. In such event, State shall be entitled to all rights and remedies of law and/or in equity, including but not limited to, costs and expenses incurred by State in recovering possession of and/or restoring the Premises and compensation for all detriment proximately caused by RTC's failure to perform its obligations under this Agreement.

17. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration or within thirty (30) days after earlier termination of this Agreement, RTC shall surrender the Premises to State with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that RTC is obligated to remove. RTC shall remove all of its personal
property and shall perform all restoration required by the terms of this Agreement within the above stated time unless otherwise agreed to in writing.

If RTC fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this section, RTC shall hold State harmless for all damages resulting from RTC’s failure to surrender the Premises.

B. Holding Over: After the expiration or earlier termination of the term and if RTC remains in possession of the Premises with State’s express consent, such possession by RTC shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. All provisions of this Agreement, except those pertaining to the term, shall apply to the temporary tenancy.

18. REAL PROPERTY ACQUISITION

It is understood and agreed to by the Parties that all applications for real property rights, appurtenant to the Premises, shall be made in the name of and on behalf of State, and shall be subject to the prior approval of State.

19. COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES

RTC and its officers, agents and employees shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. RTC acknowledges and warrants that it is, or will make itself, through its responsible managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the Premises, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historical preservation, environmental compliance, and building standards.

20. NON-DISCRIMINATION

A. Pursuant to PRC § 5080.34, this Agreement and every contract on lands that are subject to this Agreement shall expressly prohibit discrimination against any person because of sex, sexual orientation, race, color, religious creed, marital status,
ancestry, national origin, medical condition, age (40 and above), genetic information, and disability (mental and physical) including HIV and AIDS.

B. RTC shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations promulgated thereunder (CA Code Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), are incorporated into this agreement by reference and made a part hereof as if set forth in full (2 CCR’s § 7285.0). RTC shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. RTC shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this agreement.

D. In the event of violation of this section, State will have the right to terminate this agreement, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by RTC.

21. **DISABILITY ACCESS LAWS**

A. With regard to all operations and activities that are the responsibility of RTC under this Agreement, and without limiting RTC’s responsibility under this Agreement for compliance with all laws, RTC shall be solely responsible for complying with the requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, commencing at § 12101 of Title 42, United States Code, including Titles I, II, and III of that law), the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

B. With regard to facilities for which RTC is responsible for operation, maintenance, construction, restoration, or renovation under this Agreement, RTC also shall be responsible for compliance with Government Code § 4450, et seq. Access to Public Buildings by Physically Handicapped Persons, and Government Code § 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Such compliance shall be at RTC’s sole cost and
expense. Approval from State is required prior to implementation of any plans to comply with accessibility requirements.

22. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

By signing this Agreement, RTC does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against RTC within the two-year period immediately preceding the date of this Agreement because of RTC's failure to comply with a federal court order that RTC shall comply with an order of the National Labor Relations Board.

23. **ENVIRONMENTAL COMPLIANCE AND RESOURCE PROTECTION**

A. The RTC shall comply with State’s Cultural and Natural resource management policies and mandates in the conduct of all activities that may potentially affect cultural, natural, and/or scenic values, and is responsible for maintaining current knowledge of these requirements as they may be amended. These mandates include, but are not limited to, the California Environmental Quality Act (CEQA/PRC § 21000 et seq.), the Memorandum of Understanding between California State Parks and the Office of Historic Preservation Executive Orders W-26-92 and B-10-11, Departmental Notice 2004-02, PRC §§ 5024, 5024.5 and 5097 et seq., the Native American Graves Protection and Repatriation act (NAGPRA) (PL 101-601, 25 U.S.C. 3001 et seq., 104 stat. 3048) Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, California Endangered Species Act, the Federal Endangered Species Act, the Clean Air Act, Clean Water Act, and the Porter Cologne Water Quality Act. When an undertaking has a Federal nexus, the National Historic Preservation Act (NHPA)- § 106 (36 CFR Part 800.1 to 800.16) and the National Environmental Policy Act (42 U.S.C. § 4321) will be required as well. The California State Parks Departmental Operation Manuals (DOM 300, 400, 2000) for natural and cultural resources shall also be complied with for projects with a potential to affect resources.
B. All resource management projects proposed within the Premises will be undertaken with the oversight provided by the appropriate State staff, specifically Environmental Scientists, State Historians, and State Archaeologists.

C. Sensitive information will be safeguarded from general public distribution as required by state and federal law (Government Code §§ 65040.2(g)(3); 6254.10; 43 CFR 7, § 7.18(a)).

24. HAZARDOUS SUBSTANCES

A. On the Premises RTC shall not:
   1) keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous;
   2) carry on any offensive or dangerous trade, business, or occupation;
   3) use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings in any way; or
   4) do anything other than is provided for in this Agreement.

B. Nothing in this section shall preclude RTC from bringing, keeping, or using on or about said Premises such materials, supplies, equipment, and machinery as is appropriate or customary in the care, maintenance, administration, and control of parklands including the application of herbicides authorized by state and federal law. Gasoline, oils, and all other materials considered under law or otherwise to be hazardous to health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.

C. RTC shall comply with all laws, federal, state, or local, existing during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event the State or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney fees and costs, as a result of the RTC’s illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, RTC shall protect, indemnify, defend, and hold harmless any of these individuals against such liability. Where RTC is found to be in breach of this provision due to the issuance of a government order directing RTC to
cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by RTC or any person acting under RTC’s direct control or authority, RTC shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by the State in connection with or in response to such government order.

D. Notwithstanding the foregoing, in the event a government order is issued naming RTC, or RTC incurs any liability during or after the term of the Agreement in connection with contamination that preexisted the RTC’s obligations and occupancy under this Agreement, or prior agreements or that were not directly caused by RTC, the State shall be solely responsible as between RTC and State for all expenses and efforts in connection therewith, and State shall reimburse RTC for all reasonable expenses actually incurred by RTC therewith.

E. All pest control activities, chemical and non-chemical, shall be approved by State prior to action by the RTC. RTC or the pest control business acting on behalf of RTC shall submit a DPR 191, Pest Control Recommendation, or equivalent to State for approval. State has fourteen (14) days to approve or deny the request. State review and approval shall be solely for compliance with State’s policies and in no way shall relieve RTC or its contractors, employees, agents, or representatives from compliance with all laws and regulations concerning such activities, nor from carrying out the work in a workmanlike manner.

F. RTC or the pest control business acting on behalf of RTC shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, Pest Control Recommendation, or equivalent.

25. **SIGNS AND ADVERTISING**

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, or circulated or published without prior approval of the State. Approval will be granted only when said signs or advertising is consistent with the purposes of this Agreement.
26. **INTELLECTUAL PROPERTY RIGHTS**

   A. Clarify Ownership of Pre-existing Intellectual Property Rights: Other than as specifically identified and authorized in this Agreement, no names, logos, trademarks or copyrighted materials belonging to and/or associated with State shall be used, circulated, or published without the express consent of State. Further, no such use, even if permitted herein, or otherwise, shall be deemed to instill in RTC any rights of ownership on such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of the Agreement. Any and all materials provided to RTC by the State to aid their performance under this Agreement shall be used by RTC for the exclusive benefit of the State and for the authorized purposes under this Agreement only. Such materials shall be treated as proprietary by RTC, for the benefit of the State. In the event that RTC wishes to use materials provided by the State for any other purpose, RTC must obtain a separate license from the State that specifically identifies the licensed material and rights granted in connection therewith.

   B. Any trademarks and/or copyrights belonging to RTC prior to the commencement of the Agreement shall remain in Agency’s sole ownership upon termination of the Agreement.

   C. During the term of this Agreement, RTC shall use the name, Santa Cruz County RTC. Any additional and/or different names may be used only upon written agreement of State.

   D. Ownership of New Logos and Trademarks Developed During Agreement: Any names, logos, and/or trademarks developed during and/or pursuant to this Agreement that in any way associate with, identify or implicate an affiliation with State and/or are funded by State Parks shall be approved in writing by State, shall belong to State upon creation, subject to express written agreement otherwise, and shall continue in State’s exclusive ownership upon termination of the Agreement. Further, all goodwill and other rights in said marks shall inure to the benefit of the State as the mark owner.

   E. Ownership of new Copyrights and Intellectual Property Rights, Developed by RTC for State Parks, Absent a Separate Written Agreement: All copyrighted materials developed and created by RTC for State during the term of this Agreement
shall be deemed to be “works for hire” under the United States Copyright Act 17 USC § 101 et seq. and shall, unless otherwise agreed to in writing, belong to State upon creation, and continue in State’s exclusive ownership upon termination of this Agreement. Unless otherwise agreed to in writing, RTC intends and agrees to assign to State all rights, title, and interest in and all works created pursuant to this Agreement as well as all related intellectual property rights.

F. RTC agrees to cooperate with State and to execute any document reasonably necessary to give the foregoing provisions full force and effect including, but not limited to, an assignment of copyright.

G. RTC Rights in Separately Created Works: Any copyrighted materials and/or trademarks developed and created by RTC separate and apart from this Agreement shall belong to RTC and shall continue in RTC exclusive ownership upon termination of this Agreement. In the event that any trademarks and/or copyrights are created by RTC during the term of this Agreement and same are proposed for use in connection with RTC performance under the Agreement, RTC shall promptly notify State in writing of its intention to retain ownership in the specific trademarks and/or copyrights.

27. GRANTS OF STATE’S TRADEMARK LICENSE

A. State hereby grants RTC, and RTC hereby accepts a non-exclusive, non-assignable license to use the State Park Logo (sometimes referred to as the “Trademark” or “Mark”), created and owned by State, in accordance with the terms and conditions of the License/Permission for Use of Trademarks which is attached hereto as “Exhibit D” and incorporated herein by reference. After signature by both RTC and State, this License shall authorize the use of the Trademark and associated goodwill in connection with this Agreement only.

B. A record of each authorized use by RTC of the Trademark shall be maintained by RTC and by State.

C. RTC and State will use the State Park name, Trademark, and brand consistent with the State Parks License/Permission for Use of Trademark-Exhibit A, which is attached hereto as “Exhibit D, Attachment 1” and incorporated herein by

D. The State Park name, Trademark and brand will not be used on RTC social media pages.

28. PARTICIPATION IN STATE PARK MARKETING PROGRAMS

RTC acknowledges that State has an established advertising and marketing program designed to promote additional revenue for the State and to deliver a consistent and positive image to the public. RTC agrees to cooperate in this program in the manner described below without compensation from the State for such cooperation:

A. RTC agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.
B. RTC agrees to place on the Premises any advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State’s expense.
C. RTC agrees to rent or sell, along with all other items of merchandise that are part of the RTC’s normal and customary inventory, any item of merchandise that the State approves under this program, provided that RTC is authorized to sell or rent it under the terms of the Agreement, and the RTC receives reasonable compensation for its sale.

29. CHILD SUPPORT COMPLIANCE ACT

A. RTC recognizes the importance of child and family support relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code.

B. To the best of its knowledge, RTC is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to
the New Hire Registry maintained by the California Employment Development Department.

30. **DISPUTES**
    RTC shall continue with any and all responsibilities under this Agreement during any dispute.

31. **LIMITATION**
    This Agreement is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect Premises.

32. **SECTION TITLES**
    The section titles in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

33. **INSPECTION**
    State or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine compliance with the provisions of this Agreement.

34. **SUCCESSORS IN INTEREST**
    Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of who shall be jointly and severally liable hereunder.

35. **PARTIAL INVALIDITY**
    If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
36. **DURATION OF PUBLIC FACILITIES**

By entering into this Agreement, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding the Premises.

37. **WAIVER OF RIGHTS, CLAIMS, AND AGREEMENT TERMS**

Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, or privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or relinquishment of any right or acquiescence therein. No notice to the RTC shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this Agreement shall be deemed cumulative.

38. **INTERPRETATION OF AGREEMENT**

This Agreement is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

39. **INDEPENDENT CONTRACTOR**

In the performance of this Agreement, RTC and the agents and employees of RTC shall act in an independent capacity and not as officers or employees or agents of the State.
40. **MODIFICATIONS AND APPROVAL OF AGREEMENT**

   A. This Agreement contains and embraces the entire Agreement between the Parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any Agreement between the Parties unless such Agreement be expressed in writing, signed, and acknowledged by the State and RTC or their successors in interest.

   B. Notwithstanding any of the provisions of this Agreement, the Parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. This Agreement, amendments, modifications, or termination thereof shall not be effective until approved by State's relevant control agencies.

41. **MISCELLANEOUS**

   Unless otherwise stated, all reference to “days” in this Agreement shall mean calendar days.
IN WITNESS WHEREOF, the Parties have executed this Agreement and shall be effective once approved by State and control agencies as applicable.

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: ___________________________
Title: ___________________________
Date: ___________________________

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: ___________________________
Title: ___________________________
Date: ___________________________

APPROVED:

DEPARTMENT OF GENERAL SERVICES:
RAIL TRAIL SEGMENT 5
State Park Property Subject to Operating Agreement

NOTE: STATE PARK PROPERTY SUBJECT TO OPERATING AGREEMENT LOCATED ON SHEETS SHOWN ABOVE IN BOLD

DISCLAIMER
THE INFORMATION SHOWN HEREON ARE FOR PLANNING PURPOSES ONLY. PROPERTY LINES ARE COMPILED FROM RECORD DATA AND ARE FOR THE PURPOSE OF GRAPHIC REPRESENTATION. GIS LEASE BOUNDARIES PROVIDED BY STATE PARKS AND THE AERIAL IMAGERY VARIES IN ACCURACY AND DISCREPANCIES MAY OCCUR. DUE TO THE LIMITATIONS OF THESE EXHIBITS, FIELD SURVEYS SHOULD BE PERFORMED IN AREAS WHERE GREATER ACCURACY IS DESIRED. RRM DESIGN GROUP AND THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR CORRECTNESS OF THE DATA, EXHIBITS AND THEIR RELATIONSHIP TO ACTUAL FIELD CONDITIONS.

AERIAL PHOTOS FROM NAIP - 2009
MATCHLINE, SEE SHEET 2

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DISCLAIMER

In the following exhibits, the rail trail segment and associated improvements are shown. The rail right-of-way and trail alignment are based on CAD files provided by CFL on January 13, 2020. Aerial photography is from NAIP 2009.

LEGEND

STATE PARK PROPERTY SUBJECT TO OPERATING AGREEMENT
RAIL RIGHT OF WAY
STATE PARK PROPERTY SUBJECT TO OPERATING AGREEMENT
CONSTRUCTION LIMITS
TRAIL ALIGNMENT
LEASE LIMITS

Rail Trail Segment 5 - State Park Property Subject to Operating Agreement
Sheet 1
September 15, 2020

rrm design group
The information shown herein are for planning purposes only. Property lines are compiled from record data and are for the purpose of graphic representation. GIS Lease boundaries provided by State Parks and the aerial imagery varies in accuracy and discrepancies may occur. Due to the limitations of these exhibits, field surveys should be performed in areas where greater accuracy is desired. RRM Design Group and the Santa Cruz County Regional Transportation Commission disclaims any responsibility for the accuracy or correctness of the data, exhibits and their relationship to actual field conditions.

DISCLAIMER

LEGEND

MATCHLINE, SEE SHEET 1

rail trail segment 5 - state park property subject to operating agreement

sheet 2

September 15, 2020

rrm design group

rail trail segment 5 - state park property subject to operating agreement

sheet 2

September 15, 2020

rrm design group
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MATCHLINE, SEE SHEET 4

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MATCHLINE, SEE SHEET 4

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MATCHLINE, SEE SHEET 4

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MATCHLINE, SEE SHEET 4

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MATCHLINE, SEE SHEET 10

DISCLAIMER

THE INFORMATION SHOWN HEREON ARE FOR PLANNING PURPOSE ONLY. PROPERTY LINES ARE COMPILED FROM RECORD DATA AND ARE FOR THE PURPOSE OF GRAPHIC REPRESENTATION. ALL BOUNDARIES SHOWN ON THESE EXHIBITS ARE GOVERNED BY THE STATE PARKS AND THE AERIAL PHOTOGRAPH SHOWN IN ACCURACY AND OVERLAP ARE SHOWN. CORRECTIONS TO ALL LAYERS OF THESE EXHIBITS, FIELD SURVEYS SHOULD BE PERFORMED IN AREAS WHERE GREATER PRECISION IS DESIRED. RRM DESIGN GROUP AND THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR CORRECTNESS OF THE DATA, EXHIBITS AND THEIR RELATIONSHIP TO ACTUAL FIELD CONDITIONS.

MATCHLINE, SEE SHEET 12

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LEGEND

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LEGEND

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>RAIL RIGHT OF WAY</td>
<td>RAIL RIGHT OF WAY</td>
</tr>
<tr>
<td>STATE PARK PROPERTY</td>
<td>STATE PARK PROPERTY</td>
</tr>
<tr>
<td>SUBJECT TO OPERATING AGREEMENT</td>
<td>SUBJECT TO OPERATING AGREEMENT</td>
</tr>
<tr>
<td>TRAIL ALIGNMENT</td>
<td>TRAIL ALIGNMENT</td>
</tr>
<tr>
<td>CONSTRUCTION LIMITS</td>
<td>CONSTRUCTION LIMITS</td>
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</table>

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EXHIBIT B – List of Eligible or Potentially Eligible Historic Properties

<table>
<thead>
<tr>
<th>Facility Number</th>
<th>Description</th>
<th>Date of Construction</th>
<th>Listed Historic Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>456-C-5-01-1-001</td>
<td>Coast Road, Old Highway 1</td>
<td>Circa AD 1916.</td>
<td>Property is a registered cultural resource on the California Register of Historic Places per CEQA (Section 15064.5 [a]), and potentially eligible for the National Register of Historic Places per Section 106 of the National Historic Preservation Act of 1966 (36 CFR Part 800).</td>
</tr>
</tbody>
</table>
EXHIBIT C - Annual Revenue and Expenditure Report

Operating Agreements

<table>
<thead>
<tr>
<th>Park Unit</th>
<th>Operating Agency</th>
<th>State’s Fiscal Year</th>
<th>Estimated Total Visitors</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Source of Revenue</th>
<th>Gross Revenue</th>
<th>Expenditures</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visitor Entrance or Use Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Events</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Annual Revenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries &amp; Wages</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Maintenance &amp; Housekeeping</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Improvement Projects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Annual Expense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Totals</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Preparer Name _____________________________ Date ________________
Phone Number _____________________________

19-48
EXHIBIT D - License/Permission for Use of Trademarks

LICENSE PERMISSION FOR USE OF TRADEMARKS

This Agreement, made and entered into on the day of , 20__

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

...hereinafter called the "Licensee."

Subject to the terms and conditions of this Agreement, the California Department of Parks and Recreation (the "Department") grants permission to use certain trademarks (the "Marks"), created and owned by the Department, in accordance with the terms and conditions of this License, identified as follows:

California State Parks logo USPTO Reg. No. 2137051

See Attachment 1 for additional provisions regarding use of the logo, including specifications, registration, and logo usage guidelines.

The Department hereby grants to the Licensee the non-exclusive, non-transferable, non-sublicensable right and license to use, reproduce, duplicate and distribute the Marks pursuant to the terms and conditions of this license for a term of years from the date of execution by both parties but not to exceed the duration of the agreement between the Department and Licensee. This license is intended to run concurrently with the agreement and shall automatically terminate upon early termination of said agreement. Licensee shall own all right, title and interest in and to the Marks provided hereunder.

This license shall authorize the use of the Marks and associated goodwill, in connection with the following only:

Any additional use shall require written permission and/or the payment of fees. This permission is non-transferable and non-sublicensable (except as described above). This is not an exclusive privilege to the user, and the Department reserves the right to make the Marks available to others.

One copy of any published work or product using the Marks pursuant to this grant of license must be provided to the Department at no cost to the Department unless agreed otherwise in writing. Licensee shall not modify or alter the Marks in any way without prior written approval from the Department.

All uses of the Mark must be accompanied by the trademark symbol ® until such time that Licensee is notified by the Department that the federal registration symbol (®) should be used. All uses of the California State Parks logo must be accompanied by the trademark symbol ®.

IN NO EVENT SHALL THE DEPARTMENT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. THE DEPARTMENT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PERMISSION TO USE THE MARKS IS GRANTED "AS IS."

Licensee agrees to indemnify, protect, hold harmless, and defend the Department from and against any liability that might arise from any and all use of the Marks by Licensee, its licensees, successors or assigns.

Licensee agrees to pay the Department, upon acceptance of this Agreement, all expenses as follows:

Goodwill and Quality Control
A. Licensee recognizes the great value and goodwill associated with the Marks and acknowledges that such goodwill belongs to the Department. Licensee further acknowledges that the Marks have acquired a secondary meaning among the public. Licensee agrees not to take any action that could be detrimental to the goodwill associated with the Marks or to the Department.
B. The Department shall have the right to approve the quality of any reproduction of the Marks on any materials, as well as the associational use or co-promotion of the Marks with any event, cause, or third party. The Department shall not unreasonably withhold such approval.
C. Licensee agrees to inspect and approve its own sponsored uses of the Mark(s) to ensure quality and content of materials consistent with the good will represented by the Mark(s).

Third Party Infringement
The Department, at its sole discretion, shall take whatever action it deems advisable in connection with any unauthorized use of the Marks by a third party. The Department shall bear the entire cost and expense associated with any such action, and any recovery or compensation that may be awarded or otherwise obtained as a result of any such action shall belong to the Department.

The provisions above constitute page 1 of 2 of this agreement. Page 2 must be initialed by both parties for this agreement to be valid.

AGREED AND ACCEPTED

State of California
Department of Parks and Recreation

By

PRINTED NAME AND TITLE OF PERSON SIGNING
Lisa Ann Mangia, Director

DATE

DEPARTMENT OF PARKS AND RECREATION

DISTRICT

California State Parks

ADDRESS

PHONE NO.

EMAIL

Page 4
The provisions below constitute page 2 of 2 of this agreement. This page must be initialed by both parties for this agreement to be valid.

Ownership Rights
Licensee acknowledges the Department’s exclusive right, titles and interest in and to the Marks. Licensee further covenants that it shall not at any time challenge or contest the validity, ownership, title and registration of the Department in and to the intellectual property or the validity of this License. Licensee’s use of the Marks shall inure to the benefit of the Department. If Licensee acquires any trade rights, trademarks, equities, titles, or other rights in and to the Marks, by operation of law, usage, or otherwise, Licensee shall, upon the expiration of this License, assign and transfer the same to the Department without any consideration other than the consideration of the License. All rights not specifically transferred by this License are reserved to the Department.

Termination
A. The Department shall have the right to terminate the License without cause upon sixty (60) days notice, whereupon all rights granted herein shall revert immediately to the Department.
B. Upon early termination by the Department or by expiration of the License, the License shall terminate, Licensee’s rights shall cease immediately and Licensee shall discontinue all use of the Marks and/or other licensed property at once. Licensee shall dispose of all goods, works and materials bearing or relating to the Marks in accordance with the Department’s instructions.

No Partnership or Agency Created
Nothing herein shall be construed to constitute the parties hereto as partners or joint venturers, nor shall any similar relationship be deemed to exist between them. Further, nothing in this License shall make one party the agent of the other, and neither party has power or authority to bind the other.

Applicable Law
This License shall be construed in accordance with the laws of the State of California; Licensee consents to jurisdiction of the courts of Sacramento, California.

Integration
This License, the ________________________ agreement, and Exhibit A attached hereto constitute the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by written agreement signed by both parties hereto. This License shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.

Notices
All notices and reports to be sent to the Department shall be in writing and shall be mailed or delivered to California Department of Parks and Recreation, Partnerships Office, PO Box 942896, Sacramento, CA 94296-0001. All notices to be sent to Licensee shall be mailed or delivered to the address specified on the first page of the License form. All notices and reports shall be deemed delivered immediately upon personal delivery, or, if mailed, three (3) days after being deposited in the United States mail system, postage prepaid, first class mail, and properly addressed. The Department and Licensee shall provide notice to the other of any change in address.

Modifications
This License may not be modified except by a written instrument, signed by both parties, making specific reference to this License by date, parties and subject matter.

Severability
The invalidity or unenforceability of any provision of this License, or the invalidity or unenforceability of any provision of this License as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any of the other provisions of this License or any other applications of such provisions, as the case may be.

Attorneys Fees
If litigation becomes necessary to secure compliance with the terms and conditions of this License, to recover damages and/or to terminate the License, the prevailing party in any legal action shall be entitled to recover reasonable attorney fees and expenses incurred.
EXHIBIT D, Attachment 1– License/Permission for Use of Trademarks

California State Parks License/Permission for Use of Trademarks - Exhibit A

Logo Use by External Entities

Use of the logo is restricted to Department publications and activities, unless the Department allows otherwise. Use of the logo by external entities must not be allowed unless any association created through use of the logo is consistent with promoting the goodwill of the Department and the Department’s goals. Logo use by external entities must be documented with specific licensing language, signed by both parties, either as part of a contract or as a stand-alone licensing agreement. When the Department allows the logo to be used by an external entity on material not copyrighted to the Department, the following policies apply:

- A written license agreement must be executed by the Department and the third party entity, confirming the terms and conditions of use. This may be incorporated into an existing agreement (e.g., a cooperating association contract, concession contract, or donor agreement) or may be crafted as a separate license agreement. Separate license agreements must be approved by the Interpretation and Education Division.

  - The logo may not be the most prominent design element (unless the license agreement states otherwise, such as when the logo is used on uniforms and merchandise).
  - The logo may not be used in a manner that implies editorial content has been authored by or represents the views or opinions of the Department.
  - The logo may not be used in any venue that displays adult content, promotes gambling, involves the sale of tobacco or alcohol, or otherwise violates applicable law.
  - The logo may not be used in a manner that is determined by the Department in its sole discretion to be misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable.
  - For each specific use of the logo (except in the cases of use by cooperating associations and concessionaires), advance approval must be obtained from the Chief of the Interpretation and Education Division.

1. Visual Display of the Logo

Unless otherwise authorized by the Chief of the Interpretation and Education Division, use the logo only as represented in these Guidelines.

Registration Symbol

- Because the logo is a trademark registered with the U.S. Patent and Trademark Office, the registration symbol ® must be used in connection with each use of the logo, unless it is infeasible from a design or fabrication standpoint (such as for patches or decals).

Logo Components

- Do not alter the logo components or use the components of the logo separately. For instance, the bear cannot be used alone or replaced with another element and/or the lettering cannot be used without the bear or replaced with different words.
- The font used for the text in the logo is Lithos. The text in the logo has been converted so that users do not need to have this font loaded on their computers in order to reproduce the logo.
Colors

• It is best to reproduce the logo using the Pantone (PMS) colors shown below. When reproducing these colors in four-color process inks (CMYK), or on screen (RGB), the screen tints listed below should be used. The following Pantone colors are used in the design of the logo: PMS 123-Yellow, PMS 281-Blue, PMS 364-Green, PMS 490-Brown, PMS 4715 Brown (outline). The yellow background is a gradation of PMS 123. No other colors may be used in the four-color version of the logo.

PMS 123-Yellow  CMYK: C-0, M-21, Y-88, K-0  RGB: R-253, G-200, B-47
PMS 281-Blue  CMYK: C-100, M-85, Y-5, K-20  RGB: R-0, G-38, B-100
PMS 490-Brown  CMYK: C-29, M-85, Y-54, K-72  RGB: R-91, G-43, B-47
PMS 4715-Brown  CMYK: C-13, M-47, Y-43, K-38  RGB: R-150, G-109, B-91

• Do not convert the four-color logo to grayscale. Instead use the black-and-white version of the logo.
• Do not copy the four-color logo on a black ink photocopier (except in the case of providing printouts of presentations that use the logo). Instead the black-and-white version of the logo should be used.
• The logo, in both four-color and black-and-white, may be used on colored paper and fabric.
• When printing in one or two colors, use the black-and-white version of the logo in a color being used for printing. When printing in two colors, the logo should be printed in the darker of the two colors.
• When embroidering the logo or screening it onto fabric, use the four-color version of the logo or reproduce the logo in any single color. Do not reproduce the logo in any two- or three-color combinations.

Appearance

• The logo must always appear clear and crisp. In order to meet this requirement, it should be printed at a minimum of 300 DPI.
• Do not tilt, skew, or distort the logo.
• In order to maintain clarity, do not use the logo at a size smaller than 5/8” in diameter.
• Reproduce the logo only from camera-ready proofs or electronic printing files. Do not redraw or trace the logo.
• Do not download and use the logo from the Department’s web site. It is not suitable due to its low resolution.

Placement

• Do not crop, overprint, screen or superimpose the logo or print it behind art or copy.
• To make sure the logo stands out clearly, it must be placed within an area of unobstructed space. This also applies to the placement of the logo relative to the edge of a page or screen. There are two ways to determine the clear zone around the logo:
  1. The space must be the height of the letter “I” in the word “CALIFORNIA” in the logo.
  2. The space must be approximately 1/8 of the width of the logo. For example, if the logo is 2 inches across, then the clear zone would measure 1/4 of an inch.