



**Santa Cruz County
Regional Transportation Commission**

AGENDA

**Thursday, February 02, 2023
9:00 a.m.**

HYBRID MEETING

**County Board of Supervisors Chambers
701 Ocean St. Room 525
Santa Cruz, CA 95060**

Community TV Zoom

Web: <https://us02web.zoom.us/j/81296262340>

Dial-in: +1 312 626 6799

Webinar ID: 812 9626 2340

Accessibility: See last page for details.

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

Agendas Online: <https://sccrtc.org/meetings/commission/agendas/>

COMMISSION MEMBERSHIP

Caltrans (ex-officio)	Richard Rosales
City of Capitola	Alexander Pedersen
City of Santa Cruz	Sandy Brown
City of Scotts Valley	Randy Johnson
City of Watsonville	Eduardo Montesino
County of Santa Cruz	Felipe Hernandez
County of Santa Cruz	Justin Cummings
County of Santa Cruz	Zach Friend
County of Santa Cruz	Manu Koenig
County of Santa Cruz	Bruce McPherson
Santa Cruz Metropolitan Transit District	Kristen Brown
Santa Cruz Metropolitan Transit District	Ari Parker
Santa Cruz Metropolitan Transit District	Mike Rotkin

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

1. Roll call
2. Additions or deletions to consent and regular agendas
3. Oral communications

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

Speakers are requested to state their name clearly so that it can be accurately recorded in the minutes of the meeting.

CONSENT AGENDA

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

MINUTES

4. Approve draft minutes of the December 01, 2022 Regional Transportation Commission meeting
5. Accept draft minutes of the December 12, 2022 Bicycle Advisory Committee meeting
6. Accept draft minutes of the December 13, 2022 Elderly & Disabled Transportation Advisory Committee meeting
7. Approve draft minutes of the January 12, 2023 Regional Transportation Commission meeting

POLICY ITEMS

No consent items

PROJECTS and PLANNING ITEMS

8. Approve authorizing the executive director to award a contract to Jim Ford Construction for handrail and walkway repairs on bridges along the Santa Cruz Branch Rail Corridor (**Resolution**)
9. Approve authorizing the executive director to amend a contract with Mark Thomas & Company, Inc. for the Highway 1 Auxiliary Lanes and Bus on Shoulder from State Park Drive to Freedom Boulevard and Coastal Rail Trail Segment 12 Project (**Resolution**)
10. Approve authorizing the executive director to enter into agreements with Professional Tree Care and Capra Environmental Services for vegetation control along the Santa Cruz Branch Rail Corridor (**Resolution**)

BUDGET AND EXPENDITURES ITEMS

11. Accept status reports on Transportation Development Act (TDA) revenues for December 2022 and January 2023
12. Accept status reports on Measure D revenues for December 2022 and January 2023
13. Approve the City of Santa Cruz Article 8 Transportation Development Act (TDA) Claims for the Bay Street Protected Bike Lanes and Pedestrian Path project and the Bikeway Striping and Minor Improvements project (**Resolution**)

ADMINISTRATION ITEMS

14. Adopt Assembly Bill 361 Findings for Virtual and Hybrid Meetings
15. Approve appointments and reappointments to the Measure D Taxpayer Oversight Committee
16. Accept appointment to the Bicycle Advisory Committee
17. Accept staff recommendation regarding committee appointments

INFORMATION/OTHER ITEMS

18. Accept monthly meeting schedule
19. Accept correspondence log
20. Accept letters from RTC committees and staff to other agencies - *none*
21. Accept information items

- a. December 23, 2022 Letter from Representative Anna G. Eshoo, Member of Congress Re: Funding for the Boulder Creek Complete Streets Project

REGULAR AGENDA

22. Commissioner Reports – oral reports
23. Director's Report – oral report
(*Guy Preston, Executive Director*)
24. Caltrans Report
 - a. Santa Cruz County project updates ***[to be provided as a handout]***
25. Storm Damage to Transportation Facilities in Santa Cruz County
(*Luis Mendez, Deputy Director and Rachel Moriconi, Sr. Transportation Planner*)
 - a. Staff Report
 - b. Preliminary Summary of Storm Damage
 - c. Resolution
 - d. Winter Storm Resources
26. 2023 State and Federal Legislative Programs
(*Rachel Moriconi, Sr. Transportation Planner, and Matt Schroeder, Transportation Planner*)
 - a. Staff Report
 - b. Draft 2023 State and Federal Legislative Programs
27. Review of items to be discussed in closed session

CLOSED SESSION

28. Conference with Real Property Negotiators (Pursuant to Government Code Section 54956.8) Property: 7992 Soquel Drive, 7994 Soquel Drive (039-232-02), 7996 Soquel Drive (APN 039-232-01) Aptos, CA 95003

Agency Negotiators: Guy Preston, Luis Mendez, Sarah Christensen and Steve Mattas

Negotiating Parties: SCCRTC and The Oak, LLC, Dennis and Julie Ann Jacobsen

Under negotiations: Price and terms for acquisition of property

REGULAR AGENDA

29. Reconvene to open session and report out from closed session
30. Approval of Purchase and Sale Agreement for acquisition of 7994 & 7996 Soquel Drive for Highway 1 Auxiliary Lanes and Bus on Shoulder from State Park Drive to Freedom Boulevard and Coastal Rail Trail Segment 12 Project
(Sarah Christensen, Sr. Transportation Engineer)
 - a. Staff Report
 - b. Resolution and Purchase and Sale Agreement
 - c. Project Fact Sheet
31. Next meetings

The next RTC meeting is scheduled for Thursday, March 02, 2023 at 9:00 a.m. at the County Board of Supervisors Chambers located at 701 Ocean Street, Room 525, Santa Cruz, CA 95060

The next Transportation Policy Workshop meeting is scheduled for Thursday, February 16, 2023 at 9:00 a.m. by Zoom teleconference.

HOW TO REACH US

Santa Cruz County Regional Transportation Commission
1101 Pacific Avenue, Suite 250 Santa Cruz, CA 95060
phone: (831) 460-3200 / email: info@sccrtc.org

LIVE BROADCASTS

Meetings of the RTC are broadcast live by Community Television of Santa Cruz. More information about channels and schedule can be found online (www.communitytv.org) or by calling (831) 425-8848.

AGENDA PACKETS

Complete agenda packets and all documents relating to items on the open session are posted online at <https://sccrtc.org> at least 72 hours prior to the meeting. Sign up for E-News updates at sccrtc.org/about/esubscriptions/

COMMENTS FROM THE PUBLIC

Items on the agenda: Written comments received by 9:00 a.m. on Wednesday before the meeting will be posted to the RTC website by 2:00 p.m. that same afternoon to allow time for Commissioner review. The opportunity to make oral comments is offered prior to the discussion period of each item.

Items not on the agenda: Written comments on topics within the RTC's jurisdiction, but not on the agenda, that are received during the monthly correspondence period will be posted to a public document. The correspondence period cut-off is 12:00 p.m. on the second Monday prior to the RTC meeting. A link to that document is provided in the Correspondence Log of that month's meeting. The opportunity to make oral comments to the Commission on such topics is offered during Oral Communications.

COVID-19 REMOTE MEETING UPDATE

On September 16, 2021, Governor Newsom signed AB 361 into law, which allows the RTC to hold virtual and/or hybrid meetings so long as the RTC makes findings that the state of emergency continues to directly impact its ability to meet safely in person. Information needed to log into the virtual meeting is listed on the first page of the meeting's agenda. Download the Zoom app: <https://zoom.us/download>.

ACCESSIBILITY

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

SERVICIOS DE TRADUCCIÓN/ TRANSLATION SERVICES

Si gusta estar presente o participar en esta junta de la Comisión Regional de Transporte del Condado de Santa Cruz y necesita información o servicios de traducción al español por favor llame por lo menos con tres días laborables de anticipo al (831) 460-3200 para hacer los arreglos necesarios. (Spanish language translation is available on an as needed basis. Please call (831) 460-3200 at least three days in advance to make advance arrangements.

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 by contacting the RTC at (831) 460-3200 or 1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060 or online at www.sccrtc.org. A complaint may also be filed directly with the Federal Transit Administration to the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

AVISO A BENEFICIARIOS SOBRE EL TITULO VI

La RTC conduce sus programas y otorga sus servicios sin considerar raza, color u origen nacional de acuerdo al Título VI del Acta Sobre los Derechos Civiles. Cualquier persona que cree haber sido ofendida por la RTC bajo el Título VI puede entregar queja con la RTC comunicándose al (831) 460-3200 o 1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060 o en línea al www.sccrtc.org. También se puede quejar directamente con la Administración Federal de Transporte en la Oficina de Derechos Civiles, Atención: Coordinador del Programa Título VI, East Building, 5th Floor-TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.



**Santa Cruz County
Regional Transportation Commission**

Draft MINUTES

**Thursday, December 01, 2022
9:00 a.m.**

**HYBRID MEETING
County Board of Supervisors Chambers
701 Ocean St., Room 525
Santa Cruz, CA 95060**

**Community TV Zoom
Web: <https://us02web.zoom.us/j/81296262340>
Dial-in: +1 312 626 6799
Webinar ID: 812 9626 2340**

1. Roll call.

The meeting was called to order at 9:05 a.m.

Members present:

Sandy Brown	Ari Parker
Kristen Brown	Andy Schiffrin (Alt)
Jacques Bertrand	Larry Pageler (Alt)
Randy Johnson	Robert Quinn (Alt)
Greg Caput	Felipe Hernandez (Alt)
Manu Koenig	Lowell Hurst (Alt)
Mike Rotkin	Tim Gubbins (Caltrans Ex-Officio)
Bruce McPherson	

Staff present:

Guy Preston	Tracy New
Luis Mendez	Sarah Christensen
Tommy Travers	Cindy Convisser
Shannon Munz	Riley Gerbrandt
Krista Corwin	Rachel Moriconi
Grace Blakeslee	Steven Mattas (RTC Counsel)

2. Oral communications.

Received public comment from:

Brett Garrett
Carey Pico
Brian Peoples

Commissioner Parker joined the meeting at 9:09 a.m.

3. Additions or deletions to consent and regular agendas.

A revised agenda was issued and posted to the website, as well as a replacement page for item 6, a handout for item 7, an add-on page for item 12, and the staff report and a handout for item 20.

Item 21A was added before closed session to review items to be discussed in closed session. Closed session item 22 was re-numbered to become 22A. After closed session, an open session was added. Item 22B was added for a report out for closed session. The Next Meetings item 22 was re-numbered to become 22C.

CONSENT AGENDA

Commissioner Alternate Lowell Hurst motioned and Commissioner Alternate Schiffrin seconded the motion to approve the consent agenda. The motion passed unanimously with Commissioners Bertrand, S. Brown, Johnson, Koenig, McPherson, Rotkin, K. Brown, Parker, and Commissioner Alternates Hurst, Quinn, Schiffrin, and Hernandez voting "aye."

Received public comment from:

Brian Peoples

MINUTES

4. Approved draft minutes of the November 03, 2022 Regional Transportation Commission meeting
5. Accepted draft minutes of the October 20, 2022 Interagency Technical Advisory Committee meeting

POLICY ITEMS

No consent items.

PROJECTS and PLANNING ITEMS

6. Approved authorizing the Executive Director to award a construction contract to Tunnelworks for rehabilitation of the drainage cross culvert and replacement of the existing catch basin along the Santa Cruz Branch Rail Line (SCBRL) near Manresa State Beach (**Resolution 16-23**)
7. Accepted the 2022 UCS Supplement, consisting of two new appendices to the 2019 Unified Corridor Investment Study (**Resolution 17-23**)

BUDGET AND EXPENDITURES ITEMS

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

ADMINISTRATION ITEMS

10. Adopted Assembly Bill 361 Findings for Virtual and Hybrid Meetings

INFORMATION/OTHER ITEMS

11. Accepted monthly meeting schedule
12. Accepted correspondence log
13. Accepted letters from RTC committees and staff to other agencies *-none*
14. Accepted information items
 - a. State Legislative Update – Election Summary, Memorandum to Central Coast Coalition from Gus Khouri, Khouri Consulting LLC

REGULAR AGENDA

15. Commissioner reports

Commissioner Koenig reported on his participation at the Self-Help Counties Coalition's Focus on the Future conference on November 13-14 with Senior Transportation Engineer Sarah Christensen; Mark Thomas's presentation on the Highway 1 Auxiliary Lane and Bus-on-Shoulder project; SCCRTC's favorable positioning for grant funds due to diverse expenditure plan; progress on other self-help counties' multimodal projects; post-COVID fiscal challenges of neighboring transit agencies; and a breakout session on improving public engagement.

Commissioner McPherson reported on his participation last month as the representative of our county to the annual session of the California State Association of Counties and his communications with executives from the Coastal Commission.

Commissioner Bertrand encouraged participation at the Coastal Rail Coordinating Council (CRCC) meetings. Staff will include a schedule of CRCC meetings in the next agenda packet.

Commissioner Alternate Hernandez reported on his participation at the vigil for World Day of Remembrance for Traffic Victims killed in Watsonville, hosted by the Community Traffic Safety Coalition and Vision Zero.

Commissioner Caput arrived to the meeting.

16. Appreciation for Outgoing Commissioners (Bertrand, Caput, Coonerty, Alternate Hurst, and Retiring Caltrans Ex-Officio Gubbins)

Chair Sandy Brown presented the Outgoing Commissioners with certificates of appreciation. Chair Brown and each of the Outgoing Commissioners shared some words to honor and acknowledge their years of public service.

Received public comment from:
Michael Saint

17. Election of Chair and Vice-Chair

Chair Brown announced that the Chair and Vice-Chair nominating committee for 2023 nominate Manu Koenig for Chair and Kristen Brown for Vice-Chair. Commissioner Alternate Schiffrin motioned and Commissioner Bertrand seconded the motion to accept the committee nominations for Manu Koenig to the Chair and Kristen Brown to the Vice-Chair positions.

Chair Brown delivered remarks on her experience serving as Chair and appreciation for the support of staff. Commissioner Bertrand expressed his confidence in the committee's nominee for Vice-Chair Kristen Brown.

The motion passed unanimously with Commissioners Bertrand, S. Brown, Johnson, Koenig, Caput, McPherson, Parker, K. Brown, Rotkin, and Commissioner Alternates Hurst, Quinn, and Schiffrin voting "aye."

Received public comment from:
Brian Peoples

18. Director's Report

Executive Director Guy Preston delivered the director's report and communicated updates regarding recruitment for the Measure D Taxpayer Oversight Committee; SCCRTC's 50th Anniversary Open House scheduled for December 8, 2pm-7pm.

19. Caltrans report

Caltrans District 5 Director Tim Gubbins delivered the project update list and an oral report, highlighting efforts by the Federal Highway Administration to distribute a Vulnerable Road User Safety Assessment to all states including California; the Safe Systems approach adopted by U.S. Department of Transportation as well as Caltrans; coordinated safety campaigns with CHP to reduce impaired, drowsy, and distracted driving; flexible grant funds coming from the Office of Traffic Safety.

Commissioner Gubbins responded to a question regarding a project on Holohan Road and Highway 152. Commissioners discussed pedestrian and bike safety challenges on Highway 1, Highway 129, and Highway 152 through Downtown Watsonville and appreciation for Caltrans' partnership.

20. Contract Award for Professional Engineering and Environmental Services and Amendment to the Measure D-Rail Category 5-Year Program of Projects – Electric Passenger Rail Transit & Trail Project between Pajaro Junction and Santa Cruz along the Santa Cruz Branch Rail Line

Senior Transportation Engineer Sarah Christensen delivered the staff report.

Commissioners discussed: a variety of items related to this staff report and recommendations including the RTC's shared responsibility for property disputes that may arise; terms and interest rates of the Measure D inter-program loans; FEMA reimbursement for the 2017 storm damage repairs; benefit of engineering work to be performed; funding needs for the project and possible TIRCP grant; potential ridership ; initial modelling for the project; coordination with the Coastal Commission; costs and benefits; public engagement; coordination with state rail plan.

Executive Director Preston responded to Commissioner questions regarding a recent article on transit ridership; grant funding availability for an environmental document; cost estimates as projects develop; and the process for amending the Measure D expenditure plan.

Received public comment from:

Sally Arnold

Mark Mesiti-Miller, Friends of the Rail and Trail

Judy Gittelsohn
Jean Brocklebank
Brian People, Trail Now
David Date
Michael Saint
Ben Vernazza
Lani Faulkner, Equity Transit
Saladin Sale
David Van Brink
Keith Otto

Commissioner Alternate Schiffrin motioned and Commissioner Caput seconded the motion to approve **Resolution 18-23**:

1. Authorizing the Executive Director to negotiate and execute a professional engineering and environmental services contract for the electric passenger rail transit & trail project between the Pajaro Junction and Santa Cruz along the Santa Cruz Branch Rail Line with HDR Engineering, Inc. for a total amount not to exceed \$3 million to begin preparing the project concept report;
2. Amending the Measure D-Rail Category Program of Projects to add funding in FY23 through FY24 to partially fund the consultant contract through Task 1;
3. Amending the RTC FY23 budget accordingly; and
4. Authorizing inter-program loans from other Measure D fund categories to the Measure D Rail category, if needed.

The motion passed on an 11-1 vote with Commissioners Bertrand, S. Brown, Koenig, McPherson, Parker, K. Brown, Rotkin, Caput and Commissioner Alternates Quinn, Hurst, and Schiffrin voting "aye," and Commissioner Johnson voting "no."

Commissioner Parker departed the meeting and Commissioner Alternate Pageler stepped in to replace her.

21. Construction Contract Award – Pajaro River Bridge Rehabilitation Project along the Santa Cruz Branch Rail Line

Senior Transportation Engineer Sarah Christensen delivered the staff report.

Received public comment from:

Mark Mesiti-Miller, Friends of the Rail and Trail
Brian Peoples, Trail Now
Judy Gittelsohn

Deputy Director Luis Mendez responded to a question by a member of the public regarding availability of staff reports and freight reports.

Commissioner Rotkin motioned and Commissioner Koenig seconded the motion to approve **Resolution 19-23**, accepting the bid for construction of the Pajaro River Bridge Rehabilitation Project along the Santa Cruz Branch Rail Line (SCBRL) and authorizing the Executive Director to execute a construction contract with the lowest responsible bidder, Euro Style Management for a total amount not to exceed \$287, 885.

The motion passed unanimously with Commissioners Bertrand, S. Brown, Johnson, Koenig, Caput, McPherson, K. Brown, Rotkin, and Commissioner Alternates Hurst, Quinn, Schiffrin, and Pageler voting "aye."

21a. Review of items to be discussed in closed session

RTC Counsel Steve Mattas communicated that the Commission will discuss one item in closed session, covering three real properties and the potential for real property acquisitions and that reportable action is anticipated.

The Commission adjourned to closed session at 12:10 p.m.

CLOSED SESSION

Closed session began at 12:15 p.m.

22a. Conference with Real Property Negotiators (Pursuant to Government Code Section 54956.8) Property: 7992 Soquel Drive 7992 Soquel Drive (APN 039-232-03), 7994 Soquel Drive (039-232-02), 7996 Soquel Drive (APN 039-232-01) Aptos, CA 95003

Agency Negotiators: Guy Preston, Luis Mendez and Sarah Christensen
Negotiating Parties: SCCRTC and The Oak, LLC Dennis and Julie Ann Jacobsen

Under negotiations: Price and terms for acquisition of property

OPEN SESSION

The Commission reconvened in open session at 12:55 p.m.

22b. Report out on closed session

RTC Counsel Steve Mattas reported that on an 11-0 vote, the Commission authorized staff to obtain appraisals, make formal offers to purchase the fee interest in the properties, obtain rights of entry from the property owners to

perform physical assessments of the property and to negotiate and then to present to the commission, if the parties come to an agreement, a purchase and sale agreement for the properties. The purchase and sale agreement terms would be associated with the appraisal itself that the RTC would obtain. The RTC also authorized staff to enter into contracts for right of way services either with Associated Right of Way Services (AR/WS) or the County of Santa Cruz in an amount not to exceed \$157,500 for the appraisals and the right of way activities that are necessary.

22c. Next meetings

The next RTC meeting is scheduled for Thursday, January 12, 2023 at 9:00 a.m. at the Santa Cruz County Board of Supervisors Chambers located at 701 Ocean Street, Room 500A, Santa Cruz, CA 95060.

The next Transportation Policy Workshop meeting is scheduled for Thursday, December 15, 2022 at 9:00 a.m. by Zoom teleconference.

The meeting adjourned at 12:56 p.m.

Respectfully Submitted,

Yesenia Parra
Administrative Services Officer



**Santa Cruz County Regional
Transportation Commission's**

BICYCLE ADVISORY COMMITTEE

**MEETING
DRAFT MINUTES**

**Monday, December 12, 2022
6:00 pm to 8:30 pm**

Teleconference

This meeting was 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, the Governor's Executive Order N-29-20, and AB361, which allow local board and committee members and the public to participate and conduct meetings by teleconference, videoconference, or both. [View full executive order.](#) [View AB 361.](#)

1. Call to Order: Chair Amelia Conlen called the meeting to order at 6:00 pm.
2. Introductions

Members Present:

Corrina McFarlane, District 1 (Alt.)
Sally Arnold, District 3
Peter Scott, District 3 (Alt.)
Anna Kammer, District 4
Rick Hyman, District 5
Paula Bradley, City of Capitola
Matt Farrell, City of Santa Cruz
Richard Masoner, City of Scotts Valley
Gina Cole, City of Watsonville
Amelia Conlen, Bike-to-Work, Chair
Leo Jed, CTSC

Staff:

Tommy Travers, Transportation Planner
Matt Shroeder, Transportation Planner
Rachel Moriconi, Senior Transportation Planner
Jason Thompson, Transportation Planning Technician

Guests:

Dan Estranero, City of Santa Cruz
Alissa Guthrie, Transportation Agency for Monterey County
Nadine Thorne, Joel Steinberg, Bennett Williamson, members of the public

Unexcused Absences:

Brad Kava, District 2

Excused Absences:

Scott Roseman, District 1
John Hunt, District 2 (Alt.)
Liz Hernandez, District 4 (Alt.)
Theresia Rogerson, District 5 (Alt.)
Mike Moore, City of Capitola (Alt.)
Grace Voss, City of Santa Cruz (Alt.)
Drew Rodgers, City of Watsonville (Alt.)
Matt Miller, Bike-to-Work (Alt.)
Arnold Shir, CTSC (Alt.)

Vacancies:

City of Scotts Valley – Alternate

3. Staff announcements – Staff announced that the Santa Cruz County Regional Transportation Commission (RTC) held a general open house on December 8, 2022 and that California Transportation Commission awarded \$115 million to active transportation projects in Santa Cruz County.
4. Oral communications – No Oral Communications
5. Additions or deletions to consent and regular agendas – A public comment handout was uploaded to the RTC website.

CONSENT AGENDA

A motion (Jed/Kammer) was made to approve the consent agenda minus items 7 and 8. The motion passed unanimously with members McFarlane, Arnold, Kammer, Hyman, Bradley, Farrell, Masoner, Cole, Conlen, and Jed voting in favor.

6. Approved draft minutes of the October 3, 2022 Bicycle Advisory Committee meeting
7. Received summary of hazard reports – Agenda item was considered separately. A committee member discussed a recent hazard report concerning the roundabout near the Boardwalk. Dan Estranero will follow up. Several committee members agreed that the roundabout area is a hazard. A motion (Arnold/Hyman) was made to receive item 7. The motion passed unanimously with members McFarlane, Arnold, Kammer, Hyman, Bradley, Farrell, Masoner, Cole, Conlen, and Jed voting in favor.
8. Accepted Committee Meeting Schedule for 2023 – Agenda item was considered separately.
A motion (Farrell/Arnold) was made to approve item 8. The motion passed unanimously with members McFarlane, Arnold, Kammer, Hyman, Bradley, Farrell, Masoner, Cole, Conlen, and Jed voting in favor.
9. Received Committee Roster with new member Brad Kava representing District 2
10. Received Informational Item regarding lifting of COVID public meeting rules and new AB 2449

REGULAR AGENDA

11. TDA Claims for Bay Street and Bikeway Maintenance – provide input and recommend for approval – City of Santa Cruz staff – Dan Estranero presented on the Bay Drive protected bike lanes and pedestrian path. Committee members commented about street sweeping, delineator maintenance, and the possibility of lowered speed limit. A few committee members expressed appreciation for the project. A committee member inquired about bicycles using the multi-use path located in the center median. Dan Estranero answered that the path would remain multi-use. Joel Steinberg commented that the anticipated number of bicycles seems low.
A motion (Farrell/Bradley) was made to approve the staff recommendation. The motion passed unanimously with members McFarlane, Arnold, Kammer, Hyman, Bradley, Farrell, Masoner, Cole, Conlen, and Jed voting in favor.

12. RTC Legislative Program Updates – review and provide input – Rachel Moriconi, Sr. Transportation Planner and Matt Schroeder, Transportation Planner - Matt Shroeder presented a description of the draft legislative program. Rachel Moriconi commented that committee members have until January 27, 2023 to review and send input to staff. A committee member commented that supporting reduction in vehicle speeds is important for safety. A committee member inquired about citizen letters concerning the associated bills. Bennett Williamson commented about AB 2097.
13. Updates related to Committee functions – Committee members (oral updates) – Richard Masoner stated that Scotts Valley does not have an alternate and inquired about who is responsible for finding an alternate. Rachel Moriconi provided an update on the Watsonville Highway 152 Project. Sally Arnold provided an update on the rail trail section Segment 7 Phase 2. Leo Jed provided an update on a few upcoming bicycle programs. Amelia Conlen provided an update on a Santa Cruz County bike share program. Rick Hyman provided an update on the Highway 9 follow up public meeting.
14. Adjourn – 7:26pm

NEXT MEETING: The next Bicycle Committee meeting is scheduled for February 13, 2023 from 6:00pm to 8:30pm via teleconference.

Minutes respectfully prepared and submitted by:
Jason Thompson, Transportation Planning Technician



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, December 13, 2022

NOTE: Meeting was held via Zoom.

1. Roll call

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

No quorum present. The committee continued the meeting only to receive information.

Members present:

Michael Pisano, Potential transit User (60+)
Caroline Lamb, Potential Transit User (Disabled)
Alicia Morales, Social Service provider-Seniors (County)
Janet Edwards, 1st District
Patricia Fohrman, 4th District Alternate

Unexcused absences:

Alex Weske, Social Service Provider – Disabled
Paul Elerick, 2nd District
Lisa Berkowitz, CTSA (Community Bridges)
Jesus Bojorquez, CTSA (Lift Line)
Martha Rubbo, 4th District
Ed Hutton, 5th District
Eileen Wagley, SCMTD (METRO)

RTC staff present:

Amanda Marino, Transportation Planner
Luis Mendez, Deputy Director
Matt Schroder, Transportation Planner
Brianna Goodman, Transportation Planner
Rachel Moriconi, Senior Transportation Planner

Others present:

Dan Estranero, City of Santa Cruz

Matt Starkey, City of Santa Cruz
Christina Witt, Department of Rehabilitation

2. Introductions
3. Oral communications
4. Additions or deletions to consent and regular agendas

CONSENT AGENDA

5. Approve minutes from October 11, 2022
6. Receive RTC Meeting Highlights
7. Receive E&D TAC 2023 Meeting Schedule
8. Receive Information Items
 - a. The Exceptionally American Problem of Rising Roadway Deaths

No action taken.

REGULAR AGENDA

9. Receive Program Updates
 - a. Volunteer Center
No update, staff was not present.
 - b. Community Bridges – TDA Q4 and Annual FY 21-22 Summary
No update, staff was not present.
 - c. Santa Cruz METRO
No update, staff was not present.
 - d. SCCRTC – Covid Public Meeting Rules and AB 2449

Amanda Marino, Transportation Planner, informed the committee that starting in March 2023 the RTC citizen advisory committee meetings will be held under the general Brown Act rules. A quorum of committee members needs to be present in person, but members

of the public or committee alternates may participate remotely.

Ms. Marino provided information regarding the revisions to the RTC Rules and Regulations for the appointment of corresponding members to the RTC's citizen advisory committees by members of the County Board of Supervisors.

- e. Pedestrian Ad-Hoc Subcommittee
 - i. Pedestrian Hazard Report

Vice Chair Janet Edwards stated that the subcommittee is continuing to monitor the public meetings and projects of local jurisdictions throughout Santa Cruz County.

No action taken.

10. Committee Appointment

E&D TAC applicant, Christina Witt introduced herself to the committee and provided an overview of her Statement of Interest.

No action taken.

11. Draft 2023 State and Federal Legislative Programs

Matt Schroeder, Transportation Planner, presented a summary of the Draft RTC legislative priorities and requested that the committee provide input on any priorities or issues that the RTC should consider, monitor, or pursue in 2023.

No action taken.

12. City of Santa Cruz Article 8 Transportation Development Act Allocation Request

Dan Estranero, City of Santa Cruz Staff presented the Bay Street Protected Bike Lanes and Pedestrian Path project. The project is a proposal to design and construct new separated bike lanes on Bay Street (Bay Drive) between Escalona Drive and Nobel Drive/Iowa Drive as well as a pedestrian path on one side of Bay Street. The committee reviewed and asked questions regarding accessibility of pedestrians using the path. *No action taken.*

13. Draft Concepts for San Lorenzo Valley Schools Complex Circulation and

Access Study

Brianna Goodman, Transportation Planner, presented an overview of the SLV Schools Circulation and Access Study that was initiated in collaboration with agency stakeholders as a first step in advancing priority projects from the Highway 9/San Lorenzo Valley Complete Streets Corridor Plan to address deficiencies at the SLV Schools campus. The E&D TAC provided comments on the pedestrian and operation improvements of the engineering concepts.

No action taken.

Meeting adjourned at approximately 2:45 pm.

The next E&D TAC meeting is scheduled for Tuesday, February 14th, 2022 at 1:30 p.m. NOTE: Teleconference may be necessary due to COVID-19.

Respectfully submitted, Amanda Marino, Staff



**Santa Cruz County
Regional Transportation Commission**

Draft MINUTES

**Thursday, January 12, 2023
9:00 a.m.**

Community TV Zoom

Web: <https://us02web.zoom.us/j/81296262340>

Dial-in: +1 312 626 6799

Webinar ID: 812 9626 2340

1. Roll call.

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

Members present:

Sandy Brown	Bruce McPherson
Kristen Brown	Eduardo Montesino
Alexander Pedersen	Larry Pageler (Alt)
Randy Johnson	Robert Quinn (Alt)
Felipe Hernandez	Andy Schiffrin (Alt)
Manu Koenig	Scott Eades (Caltrans Ex-Officio)
Mike Rotkin	

Staff present:

Guy Preston	Yesenia Parra
Luis Mendez	Sarah Christensen
Shannon Munz	Cindy Convisser
Krista Corwin	Steven Mattas (RTC Counsel)

2. Additions or deletions to consent and regular agenda

A revised agenda was posted to the website. Handouts for items 9 and 10 were also posted to the website. Upon request from Progressive Rail and Roaring Camp, item 10 was pulled from the agenda and will be considered at the February 2, 2023 RTC meeting.

3. Oral communications.

Received public comment from:

Brian Peoples, Trail Now

Johanna Lighthill

Jack Nelson

Michael Saint

Barry Scott

CONSENT AGENDA

Commissioner Rotkin motioned and Commissioner K. Brown seconded the motion to approve the consent agenda. The motion passed unanimously with Commissioners Koenig, Rotkin, McPherson, K. Brown, Johnson, Pedersen, S. Brown, Montesino, Hernandez, and Commissioner Alternates Pageler, Schiffrin and Quinn voting "aye."

ADMINISTRATION ITEMS

4. Adopted Assembly Bill 361 Findings for Virtual and Hybrid Meetings

REGULAR AGENDA

5. Review of items to be discussed in closed session.

RTC Counsel Steve Mattas communicated that the Commission will enter into a closed session to discuss two items related to real property negotiations. There may be one reportable action from the item concerning real properties on Soquel Drive.

The RTC adjourned to closed session at 9:25 am.

CLOSED SESSION

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

Property: Santa Cruz Branch Rail Line portion between MP 3 and MP 7

Agency Negotiators: Guy Preston and Luis Mendez

Negotiating Parties: SCCRTC and St. Paul and Pacific Railroad

Under Negotiations: Lease terms

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

Property: 7992 Soquel Drive (APN 039-232-03), 7994 Soquel Drive (039-232-02), 7996 Soquel Drive (APN 039-232-01) Aptos, CA 95003
Agency Negotiators: Guy Preston, Luis Mendez, and Sarah Christensen
Negotiating Parties: SCCRTC and The Oak, LLC, Dennis and Julie Ann Jacobsen
Under Negotiations: Price and terms for acquisition of property

OPEN SESSION

8. Reconvene in open session and report out from closed session

The RTC reconvened in open session at 10:10 a.m. RTC Counsel Steve Mattas communicated that there was no reportable action from item 6. For item 7, by unanimous vote, the Commission authorized an additional \$100,000 in funding for due diligence activities associated with the properties at 7994 and 7996 Soquel Drive.

8a. Commissioner reports

Commissioner Hernandez noted significant damage due to flooding throughout the county and requested an assessment of the damages in order to seek emergency funding.

Commissioner Alternate Schiffrin announced that he has been appointed to serve as alternate for Commissioner Justin Cummings and his appointment was approved at the most recent meeting of the Board of Supervisors.

8b. Director's Report

Executive Director Guy Preston thanked staff, the public, and the media for their participation in the RTC's 50th Anniversary open house and announced recent awards of funding for projects in Santa Cruz County including:

- \$115.8 million from the California Transportation Commission Active Transportation Program (ATP) for six projects
 - \$35.7 million to the City of Santa Cruz for Segments 8 and 9 of the coastal rail trail
 - \$67.6 million to the County of Santa Cruz for Segments 10 and 11 of the coastal rail trail
 - \$6.9 million to the City of Watsonville for the Safe Routes to Downtown Watsonville project
 - \$2.9 million to the City of Santa Cruz for construction of a multiuse path on Swanton Boulevard and improvements on Delaware avenue
 - \$1.8 million to the County of Santa Cruz Health Services Agency

- \$700,000 to the University of California Santa Cruz (UCSC) for Slug Bike Life programming
- \$30 million in Mega grant funding from the US Department of Transportation by way of the Federal Infrastructure, Investment, and Jobs Act for the Watsonville to Santa Cruz Multimodal program
- \$1.5 million Congressional appropriations funding for construction of the Boulder Creek Complete Streets project

Governor Newsom declared a state of emergency on January 4, enabling President Biden to make an emergency declaration and make available assistance funds from the Federal Emergency Management Agency (FEMA) for 17 counties, including Santa Cruz County, with an incident period beginning January 8, 2023; preliminary estimates of \$50mil in roadway and other damages; RTC staff performing spot assessments of the Santa Cruz Branch Rail Line; welcome to new commissioners Felipe Hernandez, Alexander Pedersen, Justin Cummings, and Caltrans Ex-Officio Interim Director Richard Rosales.

Received public comment from:
Brian Peoples

8c. Caltrans Report

Deputy District 5 Director Scott Eades announced upcoming grants in three categories: Sustainable Transportation, Climate Adaptation Planning, and Strategic Partnerships. A virtual grants workshop will be held for agencies in District 5 on January 26, 2023.

Director Eades also communicated that Highway 17 and Highway 101 are fully open following closures due to storm damage. Closures remain on Highway 9 near Ben Lomond for another couple weeks and one-way traffic near Waterman's Gap, near the Highway 17 junction, and near route 236 with no estimated time of re-opening.

Caltrans' Local Assistance staff will continue to work with the local jurisdictions and seek state and federal emergency funding for storm damage repairs.

9. Approval of Purchase and Sale Agreement for acquisition of 7992 Soquel Drive for Highway 1 Auxiliary Lanes and Bus on Shoulder from State Park Drive to Freedom Boulevard and Coastal Rail Trail Segment 12 Project

Senior Transportation Engineer Sarah Christensen delivered the staff report and gave an oral report.

Received public comment from:

Brian Peoples, Trail Now

Barry Scott

Aurelio Gonzalez

Michael Saint

In response to a question from a member of the public, Ms. Christensen provided information about plans to demolish structures on the properties to be acquired.

Commissioner Rotkin made a motion and Commissioner Hernandez seconded the motion to approve **Resolution 20-23**:

- a. Approving and accepting the terms and conditions of the Purchase and Sale Agreement to acquire real property located at 7992 Soquel Drive, Aptos California, APN 039-232-03;
- b. Authorizing the Executive Director to execute the Purchase and Sale Agreement on behalf of the RTC;
- c. Authorizing the Executive Director to complete the feasibility studies required to waive the contingencies set forth in the Purchase and Sale Agreement;
- d. Authorizing staff to make the payment for the real property acquisition and related escrow fees pursuant to the Purchase and Sale Agreement;
- e. Authorizing the Chair of the Commission to execute the certificate of acceptance for the associated Deed and escrow documents as required to effectuate transfer of the property to the RTC;
- f. Amending the Measure D Active Transportation 5-year Program of Projects to shift \$1,200,000 of funds forward to FY23 that were previously programmed in FY25 for the purpose of acquiring right-of-way for the Highway 1 Auxiliary Lanes and Bus on Shoulder from State Park Drive to Freedom Boulevard and Coastal Rail Trail Segment 12 Project;
- g. Amending the FY23 RTC Budget accordingly.

The motion passed unanimously with Commissioners Koenig, Rotkin, McPherson, K. Brown, Johnson, Pedersen, Hernandez, S. Brown, Montesino, and Commissioner Alternates Pageler and Schiffrin voting "aye."

10. Consideration of Proposed Rail Car Storage on the Santa Cruz Branch Rail Line per the Administration Coordination and License Agreement with St. Paul and Pacific Railroad/Progressive Rail

Item 10 was pulled from the agenda. The item is to be considered at the RTC meeting on February 2, 2023.

11. Next meetings

The next RTC meeting is scheduled for Thursday, February 02, 2023 at 9:00 a.m. at the Santa Cruz County Board of Supervisors Chambers located at 701 Ocean Street, Room 500A, Santa Cruz, CA 95060.

The next Transportation Policy Workshop meeting is scheduled for Thursday, February 16, 2023 at 9:00 a.m. by Zoom teleconference.

The meeting adjourned at 10:51a.m.

Respectfully Submitted,

Yesenia Parra
Administrative Services Officer

Attendees

(408) ***-2392

(831) ***-6833

Alex Lopez

Aurelio Gonzalez

Barry Scott

BobFi

Brian (Trail Now)

Buzz Anderson

David <3 Public Transport

Equity Transit

Erik

Hannah Cohn

Heather Adamson, AMBAG

Jack Nelson

Jacob Wysocki

Johanna Lighthill

JS

Kevin Drabinsky

Linda Wilshusen
Matt Ferrell
Michael Saint
N Yellin
Nadene Thorne
Paul Guirguis, Caltrans RP
Paula Bradley
Ramon Gomez
Rebecca Downing
Ryan Sarnataro
Sally Arnold
Woutje

AGENDA: February 2, 2023

TO: Regional Transportation Commission (RTC)

FROM: Riley Gerbrandt, P.E., Associate Transportation Engineer & Brian Zamora, Junior Transportation Engineer

RE: Construction Contract Award for Handrail and Walkway Repairs on Bridges on the Santa Cruz Branch Rail Line

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt a resolution (Attachment 1) authorizing the Executive Director to enter into an agreement with Jim Ford Construction (Exhibit A to Attachment 1) for an amount not to exceed \$50,996.85 to repair handrails and walkways on bridges along the Santa Cruz Branch Rail corridor.

BACKGROUND

In July 2018, the RTC entered into an Administration, Coordination and Licensing (ACL) Agreement with St. Paul and Pacific Railroad, LLC (SPPR), a subsidiary of Progressive Rail, Inc., which designates SPPR as the railroad operator. Section 5 of the ACL agreement with SPPR requires that the Commission complete initial repairs to the freight easement property in two phases. Initial repairs include repair of storm damage, maintenance of drainage facilities (such as culverts and drainage ditches), bridge repairs, and slope embankment repairs. RTC completed the first phase of the initial repairs up to Milepost (MP) 7 (near the Buena Vista Road grade crossing) in August of 2021 and continues to make repairs to the branch line north of MP 7 as part of the second phase of the ACL.

During the bi-annual rail line inspections of 2022, RTC staff identified multiple bridges that required handrail and walkway repairs along the Santa Cruz Branch Rail Line (SCBRL). For Phase 2, the RTC continues to be responsible for maintaining all bridges on the SCBRL per Section 5 of the Administration, Coordination, and License (ACL) Agreement with St. Paul & Pacific Railroad (SPPR). Walkways and handrails are essential to maintaining the infrastructure of bridges by providing personnel with access for inspections and repairs, and repairs are needed in order to comply with the Federal Railroad Administration (FRA) safety requirements.

In the summer of 2022 damage to the San Lorenzo River trestle at MP19.43 occurred from a vehicle that drove over the side of the west approach, damaging the bridge railing and cap. RTC staff inspected the bridge following the accident and found repairs needed to the granite slab and railing.

DISCUSSION

Staff released a request for bids (RFB) on November 16, 2022 seeking a qualified construction contractor to repair handrails and walkways at 3 locations along the SCBRL. The bridges requiring repairs are as follows:

- MP 15.89 Capitola Trestle
- MP 19.43 Bridge over San Lorenzo River
- MP 22.29 Bridge of Moore Creek

The scope of repairs includes the replacement of approximately 67 linear feet of handrail, 1,178 linear feet of walkway, and 4 handrail posts. Completing this work will ensure that the Santa Cruz Branch Rail Line bridges remain accessible for inspections and maintenance activities.

Two bids were received, one from Granite Rock Co. and one from Jim Ford Construction, Inc. Both bids were deemed complete and responsive, with the bid from Jim Ford Construction, Inc. being the low bid. **Staff recommends that the RTC accept the low bid and approve the attached resolution (Attachment 1) authorizing the Executive Director to execute a contract (Exhibit A to Attachment 1) with Jim Ford Construction, Inc. for handrail and walkway repairs on bridges along the SCBRL for a total contract value not to exceed \$50,996.85 and a term ending on December 31, 2024.**

FISCAL IMPACT

There are no new fiscal impacts associated with awarding the contract for bridge and walkway repairs. The RTC's FY23 budget and Measure D-Rail category Five-Year Program of Projects includes funds for infrastructure repairs along the SCBRL. There is sufficient capacity remaining in the current fiscal year's budget, and there is enough remaining programming capacity in this years' Measure D approved Five-Year Program of Projects to fund the work. Staff has submitted to the District Attorney a request for reimbursement for the costs associated with repairing the damage at the San Lorenzo bridge from the uninsured driver who caused the damage.

SUMMARY

Staff solicited construction bids from qualified construction contractors on the RTC's Informal Bidding Contractors List for bridge handrail and walkway repairs. Two complete and responsive construction bids were received. Staff recommends entering into an agreement with Jim Ford Construction, Inc., who submitted the low bid, for repairs to the 3 bridges along the SCBRL.

ATTACHMENTS:

1. Resolution
 - a. Contract

S:\RTC\TC2023\02\Consent\Handrail and Walkway Contract\Handrail and Walkway Repairs SR.docx

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of February 2, 2023
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH JIM FORD CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$50,996.85 TO PERFORM REPAIRS ON HANDRAILS AND WALKWAYS, AND INSTALL "NO TRESPASSING" SIGNS ON BRIDGES WITHIN THE SANTA CRUZ BRANCH RAIL CORRIDOR

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

WHEREAS, in July of 2018 the Commission entered into an Administration, Coordination and Licensing (ACL) Agreement with St. Paul and Pacific Railroad, LLC (SPPR), a subsidiary of Progressive Rail, Inc., which designates SPPR as the new railroad operator, with Section 5 of the ACL agreement requiring that the Commission complete initial repairs to the freight easement property;

WHEREAS, the 2022 biannual rail line inspections identified walkways and handrails that require repairs in order to be in compliance with FRA standards;

WHEREAS, on June 6, 2019, the RTC adopted Ordinance 2019-1 electing to become subject to the uniform public construction cost accounting procedures of the Uniform Public Construction Cost Accounting Act, and adopted the policies and procedures and cost accounting review procedures of the California Uniform Construction Cost Accounting Commission, and established policies for informal bidding process for public works construction projects estimated to cost up to \$200,000;

WHEREAS, on November 16, 2022 RTC Staff solicited informal bids from qualified construction contractors on the RTC's Informal Bidding Contractor's List for repair of bridge handrails and walkways at three bridges on the Santa Cruz Branch Rail Line; and

WHEREAS, two complete and responsible bids were received, with the bid from Jim Ford Construction, Inc. in the amount of \$50,996.85 being the low bid.

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

The Executive Director is authorized to enter into a construction contractor agreement (Exhibit A) with Jim Ford Construction, Inc. for an amount not to exceed \$50,996.85 for repairs of handrails and walkways, and sign installation on bridges within the Santa Cruz Branch Rail Line corridor;

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

ATTEST:

Manu Koenig, Chair

Guy Preston, Secretary

Exhibits: A. Independent Contractor Agreement Construction by Informal Bidding

Distribution: RTC Project Manager, RTC Fiscal, Construction Contractor

Contract No. TP2163**INDEPENDENT CONTRACTOR AGREEMENT**
CONSTRUCTION BY INFORMAL BIDDING

This contract for independent contractor services (the "Contract") is entered into on _____, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and JIM FORD CONSTRUCTION, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. **SERVICES.** In accordance with the terms and conditions set forth in this Contract, CONTRACTOR agrees to perform all services described in the Scope of Work, attached as Exhibit A, which is incorporated herein for the benefit of the COMMISSION (hereinafter "the project"). In the event of a conflict in or inconsistency between the terms of this Contract and Exhibit A, this Contract shall prevail.
2. **COMPENSATION.** The COMMISSION agrees to pay CONTRACTOR: Payment not to exceed \$50,996.85 for the Scope of Work (Exhibit A) after receipt and contract manager approval of invoices with detailed time and materials cost breakdown according to Exhibit B Quote, upon the satisfactory completion of projects and compliance with all requirements as directed by the COMMISSION contract manager.
 - A. **Invoices.** CONTRACTOR shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. CONTRACTOR shall have ninety (90) days after the completion of work to invoice COMMISSION for all amounts due and outstanding as governed by this Contract. In the event CONTRACTOR fails to invoice COMMISSION for all amounts due within such ninety (90) day period, CONTRACTOR shall waive its right to collect payment from COMMISSION.
 - B. **Payment.** COMMISSION shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
 - C. **Reimbursable Expenses.** No expenses, costs, or liabilities of CONTRACTOR shall be reimbursable unless the obligation and

manner of reimbursement is expressly set forth in the Scope of Work (Exhibit A) and in the Rate Sheet (Exhibit B), unless negotiated and pre-approved in writing by COMMISSION contract manager.

- (1) Reimbursement for transportation and subsistence costs may not exceed the per diem rates may not exceed the rates authorized to be paid rank and file State employees under current California Department of Human Resources (CalHR) rules.

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

E. **Retention.** If this Contract is for the creation, construction, alteration, repair or improvement of any public structure, building, road or other improvement of any kind and the total compensation payable under this Contract will exceed \$5,000 (five thousand dollars), five percent (5%) retention shall be withheld from progress payments and released as provided by Public Contract Code sections 9203 and 7107.

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

4. **TERM.** The term of this Contract shall be through December 31, 2023.
5. **TERMINATION FOR CAUSE OR CONVENIENCE.** COMMISSION may terminate this Contract at any time by giving thirty (30) days' written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract for cause, after providing COMMISSION thirty (30) days' written notice and opportunity to cure, specifying in detail the cause for termination.
6. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COMMISSION its officers, officials, agents, employees and volunteers from and against:
- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COMMISSION. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. Such obligations to defend, hold harmless and indemnify the COMMISSION shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the COMMISSION.
 - B. Any and all federal, State and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding). COMMISSION shall provide timely notice to CONTRACTOR of third-party claims relating to this Contract, as required by applicable law.
- CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR'S actions pertaining to this contract.
7. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall

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

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability Insurance as to each subcontractor or otherwise confirm evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this contract, unless CONTRACTOR and COMMISSION both initial here: ____ / _____. All insurance coverage must be active prior to the execution of this Contract and all provisions met with respect to cancellation.

A. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here: _____.
- (2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of one million (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COMMISSION both certify to this fact by initialing here ____ / _____.

- (3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01 or equivalent, with a minimum limit of two million (\$2,000,000) per occurrence and four million (\$4,000,000) aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability. Railroad Protective Liability insurance will be required if Commercial General Liability excludes work within 50 feet of a rail line.
- (4) Railroad Protective Liability insurance, or equivalent Commercial General Liability Insurance that does not exclude work on railroads, naming only SCCRTC and St. Paul & Pacific Railroad as the insured with a combined single limit of two million (\$2,000,000) per occurrence with a four million (\$4,000,000) aggregate. A binder stating the policy is in place must be submitted to the SCCRTC until the original policy is forwarded to the SCCRTC.

B. Other Insurance Provisions

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

endorsed to cover the Santa Cruz County Regional Transportation Commission, its governing body, officials, employees, agents and volunteers, and St. Paul & Pacific Railroad, LLC (a subsidiary of Progressive Rail, Inc.), or its successor, and its officials, employees, agents and volunteers, if any work will be undertaken in the rail right-of-way or within fifty (50) feet from the track, as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of, the CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85 or equivalent, covering ongoing operations and products and completed operations.

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

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

Santa Cruz County Regional Transportation Commission
Attn: Contracts
1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060

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

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

Santa Cruz County Regional Transportation Commission
Attn: Contracts
1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060

contracts@sccrtc.org

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

(6) **Deductibles and Self-Insured Retentions.**

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

8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR'S legal duty to furnish information.
- D. CONTRACTOR shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to the books, records, and accounts by any federal agency administering a federally assisted construction contracts program as defined pursuant to 41 CFR § 60-1.3 (hereinafter the "administering agency") and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of CONTRACTOR' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. CONTRACTOR shall include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CONTRACTOR may request the United

States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

10. SUBCONTRACTING. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the COMMISSION. Where written approval is granted by the COMMISSION, CONTRACTOR shall supervise all work subcontracted by CONTRACTOR in performing the Services; shall be responsible for **all** work performed by a subcontractor as if CONTRACTOR itself had performed such work; the subcontracting of any work to subcontractors shall not relieve CONTRACTOR from any of its obligations under this Contract with respect to the Services; and CONTRACTOR is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 7, to COMMISSION's satisfaction.

11. RIGHT OF ENTRY AGREEMENT.

- A. CONTRACTOR shall obtain a right of entry agreement with St. Paul & Pacific Railroad (SPPR) in which 30-45 days are needed for SPPR to process this request. SPPR guidelines for obtaining a right of entry agreement are included as Exhibit C.
- B. The one-time Progressive Rail, Inc. Right of Entry application processing fee (Exhibit C), if applicable, is paid for by CONTRACTOR.

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

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

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

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

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

- 16. PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 17. ATTORNEY'S FEE.** If a Party to this Contract brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Contract, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to

which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

19. ATTACHMENTS. This Contract includes the following attachments:

Exhibit A: Scope of Services

Exhibit B: Rate Sheet

Exhibit C: St. Paul & Pacific Railroad Right of Entry Guidelines
for Document Submission

**20. LICENSE, REGISTRATION, AND CALIFORNIA STATE
LICENSE BOARD NOTICE.**

A. CONTRACTOR shall maintain all required licenses throughout the term of this Contract. CONTRACTOR shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

C. In accordance with the License Law and the Public Contract Code (Business & Professions Code §7059(b) and Public Contract Code §3300(a)). The COMMISSION shall determine the license classification necessary to bid and perform the project and this classification is indicated in RFB2163, where applicable.

21. WARRANTY. In addition to any and all warranties provided or implied by law or public policy, CONTRACTOR warrants that all

Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that CONTRACTOR shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question.

CONTRACTOR further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, CONTRACTOR shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Contract. In addition to all other rights and remedies which COMMISSION may have, COMMISSION shall have the right to require, and CONTRACTOR shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor's failure to perform any Services in accordance with the standards required by this Contract. Moreover, if, during the term of this Contract (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by CONTRACTOR under this Contract fail due to defects in material and/or workmanship or other breach of this Contract, CONTRACTOR shall, upon any reasonable notice from COMMISSION, replace or repair the same to COMMISSION's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by CONTRACTOR in the performance of the Services shall be new and best of kind. Contractor hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

22. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Section 2 of this Contract is greater than \$50,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Regional Transportation Commission.

23. INTEGRATION; INCORPORATION. This Contract, including all the exhibits attached hereto, represents the entire and integrated

agreement between COMMISSION and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

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

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

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

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

SIGNATURE PAGE

Contract No. TP2163

INDEPENDENT CONTRACTOR AGREEMENT
CONSTRUCTION BY INFORMAL BIDDING

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

1. CONTRACTOR:

2. SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION:

By _____
James Ford
Owner

By _____
Guy Preston
Executive Director

Date _____

Date _____

Jim Ford Construction, Inc.
400 Reed Street, #40
Santa Clara, CA 95050
669-287-9197
jimfordconstinc@outlook.com

3. APPROVED AS TO FORM:

4. APPROVED AS TO INSURANCE:

By _____
Steve Mattas
RTC Council

By _____
Yesenia Parra
RTC Administrative Services Officer

Date _____

Date _____

Distribution: RTC Contract Manager, RTC Contracts, CONTRACTOR



Exhibit A: Scope of Work

The Santa Cruz County Regional Transportation Commission (RTC) is seeking a qualified contractor to undertake repairs on a number of damaged bridge hand railings and footwalks ("walkways") which RTC personnel and contractors utilize for maintenance inspections and repair activities. The RTC is looking to establish a multi-task contract to undertake the work, which includes replacing damaged and/or missing timber walkway boards, installing new and reattaching existing steel hand railing posts, re-mounting a granite slab on top of a bridge abutment at three different locations.

The RTC requests quotes from RTC's established list of qualified construction contractors in accordance with the California Uniform Public Construction Cost Accounting Act. The proposed work will be at three different bridge locations (see included maps for locations) in the City of Santa Cruz and in the City of Capitola. The work is to be accomplished in accordance with the 2018 Caltrans *Standard Plans* and *Standard Specifications*. Where referenced, repair work should conform to or exceed the requirements on the referenced bridge as-built plans.

Contractors are to fill in unit prices and total prices of each item in the provided quote sheets (ATTACHMENT 1) for each of the three locations. Contractors must submit a complete quote for the entire work contemplated and provide a complete quote for each of the three locations. Quote prices must include the entire cost of all work "incidental" to completion of the work. Incomplete quotes may be rejected.

Contractor will be compensated on a lump sum basis. Bidders are to provide prompt written notice of all conflicts, errors, ambiguities, or discrepancies discovered in or among the quote documents and actual conditions. Contractor will be responsible for any damage to RTC property and/or the freight easement. Contractor will return RTC property and the freight easement to pre-construction conditions.



A copy of the RTC standard independent contractor agreement for construction by informal bidding is included as ATTACHMENT 2, which includes requirements by the RTC.

The contractor will be required to obtain a right of entry agreement from St. Paul & Pacific Railway, LLC (SPPR), a subsidiary of Progressive Rail, Inc., and meet all conditions required for access and construction of the repairs. Because the SCBRL is out of service north of Milepost 3.0, flagging is not anticipated to be required at most locations. SPPR guidelines for obtaining a right of entry agreement are included as ATTACHMENT 3. Contractor is to pay for all costs necessary to obtain and comply with the ROE Agreement between Contractor and SPPR, including the \$1,500 application fee.

Construction Requirements:

Cable Railing for bridge hand railings is for cable installed from and through wooden or steel bridge handrails. Cable Railing should match existing style, gauge, diameter, and number of wire strands of the existing cable railings. Cable Railing should also conform to 2018 Caltrans *Standard Specifications* section 56-2 and 57-2, with special attention to 56-2.02J, section 56-2.02K(4) and section 57-2.03.

Furnish and install steel plates and steel handrail posts per detail provided.

Furnish and install timber walkway boards as described. Cut boards to fit areas to be replaced and attach to joists in like manner as existing boards.

Two steel handrail posts were broken off from the location 2 bridge abutment. The handrail post plates are still attached to the bridge abutment. Contractor to prepare the existing plates and steel posts per standard specifications and reattach posts to plates with 3/16" fillet welds all around. When reattaching the posts, ensure that the cable railing is secure and taut. Contractor may need to remove and reattach cable railing to achieve this.

All replaced materials and/or materials removed from the bridges during Contract Work shall become the property of the Contractor. Contractor shall dispose of such materials in accordance with all applicable laws and regulations.

Labor Requirements

The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5,



including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are available online at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

Location 1: Bridge over Soquel Creek and Capitola Ave in Capitola

Location 1 Access: Bridge at MP 15.89 can be accessed from Cliff Drive. Head to the track and proceed northeast approximately 1056 feet until arrival at the bridge.



Location 1 Scope of Work: At bridge MP 15.89, install two new steel plates to side of concrete walkway per detail. Weld two 4-foot tall steel handrail posts to the new steel plates per detail, and install 27 feet of new handrail Cable Railing. Replace three 2"x8"x14' Walkway Board (Pressure Treated). As-built plans for this bridge can be found [here](#). Details can be found in Attachment 4 (San Lorenzo River Trestle Detail).



SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060-4418 • (831) 460-3200 • info@sccrtc.org







Location 2: Bridge over San Lorenzo River in Santa Cruz

Location 2 Access: Bridge at MP 19.43 can be accessed by the parking lot on the south side of the Boardwalk.



Location 2 Scope of Work: At bridge MP 19.43 requires one granite slab to be remounted and re-affixed to the bridge abutment and the Cable Railing to be replaced. Reattach 2 steel handrail posts to their respective post plates on the bridge abutment. Contractor to examine the way the granite slab used to be mounted and affixed to the bridge abutment and remount/reaffix the slab in the same manner as it was before.









Existing steel handrail posts



Existing steel post plate



Existing steel post plate



Location 3: Bridge over Moore Creek in Santa Cruz

Location 3 Access: Bridge at MP 22.29 can be accessed by the driveway at Natural Bridges Drive adjacent to the rail crossing. Once on the track, head west for 528 feet until arrival.



Location 3 Scope of Work: At bridge MP 22.29, replace seventy one 2"x12"x16' Walkway Board (Pressure Treated).



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Quote Subtotal Shown Above in Words: ELEVEN THOUSAND NINE HUNDRED SIXTY-TWO AND 2/100.

Location 3: MP 22.29 Bridge Handrail and Walkway Repairs					
No.	Item	Unit	Quantity	Unit Cost	Total Cost
1	Furnish and install 2"x12"x16" Walkway Board	EA	71	\$406. ³¹	\$28,833. ⁵¹
SUBTOTAL QUOTE PRICE					\$28,833. ⁵¹

Quote Subtotal Shown Above in Words: TWENTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-THREE AND 51/100.

Total Quote: Bridge Handrail and Walkway Repairs		
Location	Location Description	Quote Subtotal
1	MP 15.84 Bridge Handrail and Walkway Repairs	\$10,151. ¹⁴
2	MP 19.43 Bridge Handrail and Walkway Repairs	\$11,962. ²⁰
3	MP 22.29 Bridge Handrail and Walkway Repairs	\$28,883. ⁵¹
TOTAL QUOTE PRICE		\$50,996. ⁸⁵

Quote Total Shown Above in Words: FIFTY THOUSAND NINE HUNDRED NINETY-SIX AND 85/100.

Contractor's Name: JIM FORD

Contractor's Signature: Jim Ford



Attachment 1

Quote Sheet

Submit your quote for the entire work. Contractors are to fill out total prices for each quote item, each Quote Group, and the total of all Quote Groups. Quote prices must include entire cost of all work "incidental" to completion of the work.

CONTRACTOR'S QUOTE:

Location 1: MP 15.84 Bridge Handrail and Walkway Repairs					
No.	Item	Unit	Quantity	Unit Cost	Total Cost
1	Furnish and install 2"x8"x14' Walkway Board	EA	3	\$695. ¹⁴	\$2085. ⁷⁵
2	Furnish and install Steel Cable Railing	LF	27	\$106. ⁵⁰	\$2875. ⁵⁰
3	Furnish and install new anchor bolts and affix new steel plates to edge of concrete walkway per detail	LA	2	\$1307. ⁷⁷	\$2615. ⁵⁴
4	Furnish and install 3"x3"x4' Steel Metal Posts welded to new steel plates	EA	2	\$1257. ³¹	\$2514. ⁶²
SUBTOTAL QUOTE PRICE (LUMP SUM)					\$10151. ¹⁴

Quote Subtotal Shown Above in Words: Ten THOUSAND ONE HUNDRED FIFTY-ONE AND 14/100.

Location 2: MP 19.43 Bridge Handrail and Walkway Repairs					
No.	Item	Unit	Quantity	Unit Cost	Total Cost
1	Purchase and attach 1.5"x1.5"x4' Steel Metal Posts	EA	2	\$2799.-	\$5598.-
2	Re-set, re-mount and re-affix granite slab back into original place in same manner as it was before.	EA	1	\$2104. ²⁰	\$2104. ²⁰
3	Purchase and attach cable railing to steel metal posts mentioned in No. 1	LF	40	\$106. ⁵⁰	\$4260.-
SUBTOTAL QUOTE PRICE					\$11962. ²⁰



PULLING FOR AMERICA

Guidelines for Document Submission Railroad Right of Entry (ROE)

Step 1: You can access our ROE Application at www.progressiverail.com, at the bottom of the page is “Customer Links”. Click on the “Right of Entry Request”. Once submitted, you will receive an email with further instructions on our process and the packet that will need to be filled out and approved prior to performing any and all work within the Railroad Right of Way.

ROE Packet will entail:

- A one-time, non-refundable Application Processing Fee of **\$1,500.00**
- If you are a “Utility” based on the definition in section (f) under MN Statute 237.045 the Fee is **\$1250.00**.
- Right of Entry Application
- Sub-Contractor Form
- Certificate of Insurance Requirements
- Right of Entry Agreement
- Flagging Rates and Instructions for scheduling future flagging.

Flagging rate for Standard Projects is **\$2000.00/ 8-hour day**; Flagging rate for Govt. Project is **\$500.00/day**

- Flagging rates are based on an 8-hour day, during Normal Business Hours between 7:30 A.M. and 3:30 P.M, Monday-Friday (excluding Holidays). Flag requirements outside of the Normal Business Hours will be assessed as a second day rate charge.
- After Flagging has been scheduled, you are allowed one free change. Any further changes to your Flagging will be assessed an additional \$500.00 per change to your Flagging fees.
- A Flagman is required when the work will take place within 25’ of the right of way. Rates will be assessed after the completed project and remitted to the responsible billing party for payment.

Certificate of Insurance (COI)

COI are required from the General Contractor and ALL Sub Contractors

A Certificate of Insurance is required from each Contractor/Entity who will be working within the Railroad Right of Way. The COI must state that a minimum of Two Million Dollars in General Liability Coverage is possessed by that Contractor; the General Liability policy shall include the CG2417 ‘Contractual Liability – Railroads’ or its equivalent. An alternative to the CG2417 would be a separate Railroad Protective Liability policy with minimum limit of Two Million Dollars. The Railroad shall be listed as a certificate holder and the Certificate of Insurance must be submitted via email. Note that if the project has an established General Contractor, that General Contractor must provide the above-mentioned General Liability CG2417 or Railroad Protective Policy.

Railroad Contact Information

Please email and mail required documents to:

Brenda Rivera
Progressive Rail Inc.
21778 Highview Ave.
Lakeville, MN 55044
952-495-0579
brivera@progressiverail.com

TO: Regional Transportation Commission

FROM: Sarah Christensen P.E.

RE: Highway 1 Auxiliary Lanes and Bus on Shoulder from State Park Drive to Freedom Boulevard and Coastal Rail Trail Segment 12 Project Contract Amendment 2 with Mark Thomas & Company, Inc. for Additional Grant Application Support

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve the attached resolution (Attachment 1) authorizing Amendment 2 to the professional engineering services contract with Mark Thomas & Company, Inc. (TP2122) for additional grant application support for the Highway 1 Auxiliary Lanes and Bus on Shoulders from State Park Drive to Freedom Boulevard and Coastal Rail Trail Segment 12 Project and related projects as needed.

BACKGROUND

In 2020, the RTC entered into Cooperative Agreement with Caltrans for the Project Approval & Environmental Document (PA/ED) component of the Highway 1 Auxiliary Lanes and Bus on Shoulders between State Park Drive and Freedom Boulevard Interchanges and Coastal Rail Trail Segment 12 project (Project).

In February of 2020 the Commission adopted the Measure D Strategic Implementation Plan (SIP) which included a delivery strategy for the Highway 1 Auxiliary Lanes and Bus on Shoulders projects. The Commission approved an amendment to the Measure D Expenditure Plan to explicitly include Auxiliary Lanes and Bus on Shoulder improvements between State Park Drive and Freedom Boulevard interchanges. A map showing the project location is included as Figure 1.

In June of 2021 contract (TP2122) was awarded to Mark Thomas & Company, Inc. with an original contract value of \$2.08M. In September of 2022 the Commission approved Amendment 1 to the professional engineering services contract no. TP2122 with Mark Thomas & Company to add \$9,998,225 in compensation for final design services for a total contract

value not to exceed \$12,079,064. The PS&E phase is currently underway. The draft Environmental Impact Report/ Environmental Assessment (EIR/EA) is scheduled to be released for public review this month.

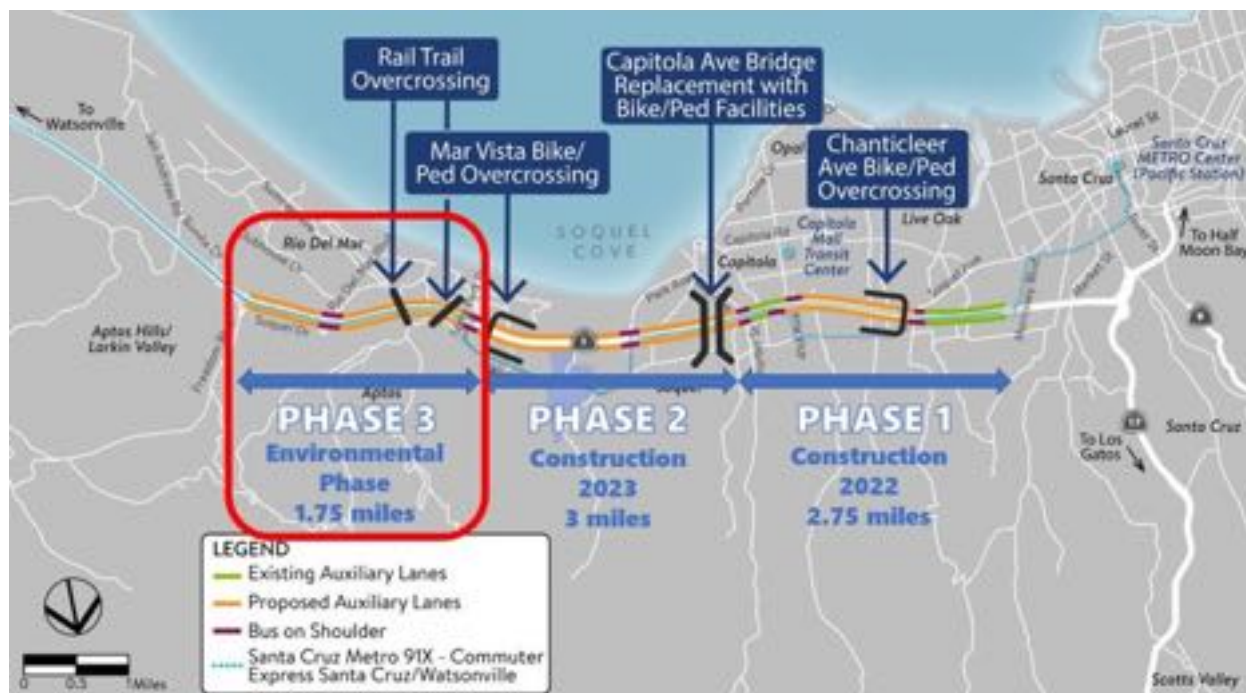


Figure 1 - The Phase 3 project includes auxiliary lanes and bus on shoulder improvements between the State Park Drive and Freedom Boulevard interchanges, widening of the Highway 1 bridge over Aptos Creek & Spreckles Drive, reconstruction of North Aptos & South Aptos Railroad Underpasses, and Segment 12 of the Coastal Rail Trail along the Santa Cruz Branch Rail Line between State Park Drive and just south of the Rio del Mar Boulevard Overhead structure.

DISCUSSION

This project proposes to construct northbound and southbound auxiliary lanes between the State Park Drive and Freedom Boulevard interchanges on Highway 1, extend the bus on shoulder facility by 2.5 miles, widen the Highway 1 bridge over Aptos Creek and Spreckles Drive, reconstruct North Aptos & South Aptos Railroad Underpasses, construct drainage facilities, and construct retaining walls and soundwalls. The project also includes the construction of an approximate 1.25-mile-long segment of the Coastal Rail Trail (Segment 12) along the Santa Cruz Branch Rail Line between State Park Drive and just south of the Rio del Mar overhead structure.

The total cost for the project is estimated to be approximately \$198M (capital and support). The PA/ED component, including the consultant contract for the preliminary engineering and environmental analysis, is funded by SB1-LPP-F and Measure D-Highway Program funds. The PS&E

component of this project is funded by previously programmed Regional Surface Transportation Program Exchange (RSTPX), State Transportation Improvement Program (STIP), and Measure D-Highway funds. RTC was recently awarded federal discretionary funds from the mega program in the amount of \$30 million to partially fund the final design, right of way, and construction components of the project and purchase 4 zero emission buses for METRO. Mark Thomas provided technical support for the MEGA grant application as well as our successful SB1- Cycle 2 application for \$107.2 million for Phases 1 & 2 and Soquel Drive. Staff is actively pursuing state and federal competitive grant funding to fully fund the project through construction. If successful, construction could begin as early as 2025, pending availability of funds.

Staff recommends continuing to pursue state and federal grants for this project as well as other regional Measure D projects to cover potential cost overruns. Professional consultant support is needed for the preparation of benefit-cost calculations and technical analysis related to performance metric calculations. Since there are several potential grants opportunities requiring prompt action, the Executive Director executed Amendment 2 on January 24, 2023, consistent with RTC policy for contract amendments up to \$50,000. To provide the Executive Director sufficient financial authority for future potential amendments, **staff recommends the Commission approve the attached resolution (Attachment 1) authorizing Amendment 2 to the contract with Mark Thomas & Company, Inc. (TP2122) for an amendment amount not to exceed \$49,905 for additional grant application support for this project and related projects, with a total contract value not to exceed \$12,128,969, subject to the final negotiations and review by legal counsel as to form.**

FISCAL IMPACT

There are no new fiscal impacts associated with this contract amendment. This project's final design work was previously programmed with a combination RSTPX, STIP and Measure D- Highway category funds, as programmed by the at previous RTC meetings. The Measure D Cash Flow Model shows sufficient capacity in the Measure D Highway category to fund this contract amendment, without issuing revenue bonds.

SUMMARY

RTC staff recommends amending the professional engineering services agreement (TP2122) with Mark Thomas & Company, Inc. for additional grant support work for the Highway 1 Auxiliary Lanes and Bus on Shoulder Project

between State Park Drive and Freedom Boulevard interchanges and Coastal Rail Trail Segment 12 Project.

ATTACHMENTS

1. Resolution
 - a. Amendment 2 to TP2122

S:\RTC\TC2023\02\Consent\Hwy1-Seg12-Amendment\Staff Report_Hwy 1-SP-Freedom-amend-2.docx

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of February 2, 2023
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING AMENDMENT 2 TO THE CONTRACT WITH MARK THOMAS & COMPANY, INC. (TP2122) FOR PROFESSIONAL ENGINEERING SERVICES FOR ADDITIONAL GRANT APPLICATION SUPPORT WORK FOR THE HIGHWAY 1 AUXILIARY LANES AND BUS ON SHOULDER BETWEEN STATE PARK DRIVE AND FREEDOM BOULEVARD INTERCHANGES AND COASTAL RAIL TRAIL SEGMENT 12 PROJECT AND RELATED PROJECTS AS NEEDED

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

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

WHEREAS, the Measure D expenditure plan approved by voters of Santa Cruz County in 2016 and amended in 2020 to include auxiliary lanes between State Park Drive and Freedom Boulevard interchanges and coastal rail trail segment 12;

WHEREAS, in 2021 the RTC conducted procurement for professional engineering and environmental documentation services, with an option to amend the contract for the final design phase at a later date;

WHEREAS, in 2021 the RTC entered into a professional engineering services agreement with Mark Thomas & Company (TP2122) for the Project Approval and Environmental Document PA&ED component of work for the project;

WHEREAS, in 2021, RTC programmed \$300,000 in State Transportation Improvement Program (STIP) and \$25,000 in Regional State Transportation Program Exchange (RSTPX);

WHEREAS, staff recommends utilizing the services of Mark Thomas and Company, Inc., to advance the final design phase of the project concurrent with the remaining environmental work in order to save 6 to 8 months on the overall schedule;

WHEREAS, in September of 2022 the Commission approved Amendment 1 to the professional engineering services contract no. TP2122 with Mark Thomas &

Company to add \$9,998,225 in compensation for final design services for a total contract value not to exceed \$12,079,064;

WHEREAS, on DATE, the Executive Director executed Amendment 2 to the professional engineering services contract no. TP2122 with Mark Thomas & Company for an amendment amount not to exceed \$49,905; and,

WHEREAS, it is desired the Executive Director has sufficient financial authority issue future potential amendments on short notice.

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

The Commission authorizes Amendment 2 to the professional engineering services agreement with Mark Thomas & Company, Inc. (TP2122) for an amendment amount not to exceed \$49,905 for the final design services, a total contract value not to exceed \$12,128,969.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ATTEST:

Manu Koenig, Chair

Guy Preston, Secretary

Distribution: RTC Fiscal, RTC Project Manager, and Consultant Project Manager

s:\rtc\tc2023\02\consent\hwy1-seg12-amendment\att1 hwy 1_sp_freedom-amend-2-res.docx

AMENDMENT 2

TO AGREEMENT NO. TP2122 BETWEEN MARK THOMAS & COMPANY, INC. AND
THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Effective 01/24/2023, the parties hereto agree to amend that certain agreement dated June 16, 2021, and amended October 27, 2022, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION hereinafter called COMMISSION, and MARK THOMAS & COMPANY, INC. hereinafter called CONSULTANT, as follows:

Section 1. Duties:

A. The scope of work shall be amended to include attached services (Exhibit A).

Section 2. Compensation:

A. Payment amount shall be increased by \$49,905 to a not to exceed amount of \$12,128,969 (Exhibit B).

All other provisions of said Agreement shall remain the same.

SIGNATURES

1. CONSULTANT:

By *Zachary Siviglia*
Zachary Siviglia
President/CEO

Date 01/24/2023

Mark Thomas & Company, Inc.
701 University Ave., #200
Sacramento, CA 95825
(916) 381-9100
zsiviglia@markthomas.com

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:

By *ALPanton*
Guy Preston
Executive Director

Date 01/24/2023

3. APPROVED AS TO FORM:

By *Steve Mattas*
Steve Mattas (Jan 23, 2023 19:44 PST)
Steve Mattas
RTC Counsel

Date 01/23/2023

4. APPROVED AS TO INSURANCE:

By *Yesenia Parra*
Yesenia Parra
RTC Administrative Services Officer

Date 01/24/2023

Distribution: RTC Contract Manager, RTC Contract Coordinator, CONSULTANT



January 18, 2023

Santa Cruz County Regional Transportation Commission
1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060
Attn: Sarah Christensen, PE

RE: 21-00117 Amendment #2 for 2023 Rail Trail RAISE Grant

Dear Sarah:

Thank you for the opportunity to support the Santa Cruz County Regional Transportation Commission (RTC) for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program grant application for the Coastal Rail Trail Segments 8 through 12.

Mark Thomas, in partnership with CDM Smith, will prepare the grant application and benefit cost analysis (BCA) in accordance with the Notice of Funding Opportunity (NOFO) and other guidance. The scope of work is provided below.

SCOPE OF WORK

Task 1 – Rail Trail 2023 RAISE Grant

Task 1.1 – Project Management

Mark Thomas and CDM Smith will attend weekly calls and meetings. We will prepare monthly invoices with progress reports documenting the work that's completed each month and the work to be completed in the following month.

Deliverables

- Attendance at up to six one- hour virtual meetings. Preparation of monthly progress reports

Task 1.2 – Grant Development

Mark Thomas will lead the preparation of the grant narrative, forms, and letter of support template.

Grant Narrative

Mark Thomas will develop the grant narrative adhering to the requirements within the NOFO. We will leverage the recent Solutions for Congested Corridors Program (SCCP) and Active Transportation Program (ATP) grant application. USDOT has separated the



grant narrative into multiple separate files with page limits consisting of the following:

- Cover Letter: Letter signed by RTC Executive Director briefly describing the project, funding request, and how the project supports the RAISE program goals.
- Project Description (5 pages): Include a description of the project and statement of work, current design states, and the transportation challenges the project will address. Include information on underserved communities, census tracts, and census-designated urban area location.
- Project Location File: Shapefile, KML/KMZ, CSV, or GEOJSON file of the project location.
- Project Budget (5 pages): Description of the RAISE project budget including design phase used to develop the estimates. Include all funding sources to be used on the project including totals and percentages and costs per census tract. Identify expenses to be occurred between time of award and funding obligation. Also include any restrictions on funding sources.
- Funding Commitment Documentation: Documentation of funding for the project from grants and local contributions.
- Merit Criteria (15 pages): Detailed descriptions of how the project aligns with the RAISE Merit Criteria of Safety, Environmental Sustainability, Quality of Life, Improves Mobility and Community Connectivity, Economic Competitiveness and Opportunity, State of Good Repair, Partnership and Collaboration, and Innovation.
- Project Readiness (5 pages): Detailed description the project schedule, environmental risk, technical capacity, and financial completeness. This includes the status of environmental clearance and permits, community involvement, right of way acquisitions, planning approvals, detailed schedule with milestones, and project risks and mitigations.

Forms

Mark Thomas will prepare the required forms for the RAISE grant. These include the Standard Form (SF) 424, SF 424C, and FY 2023 RAISE Project Information Form.

Letters of Support

Mark Thomas will draft a letter of support template to be shared with stakeholders. The letter will describe the project, how it benefits the community, and aligns with the RAISE program goals.



Deliverables

- First draft, final draft, and final narrative

Task 1.2 - Benefit-Cost Analysis Spreadsheet Preparation

CDM Smith will review the 2023 RAISE BCA requirements and USDOT BCA guidance information and webinars. The firm will modify the 2022 Multimodal Project Discretionary Grant (MPDG) grant application BCA Spreadsheet by updating/adding rail trail related project costs and benefits data and calculations, eliminating irrelevant information (e.g., Highway 1 improvements related costs and benefits), and updating the FY 2023 USDOT BCA guidance parameters. An internal Quality Review will be conducted for the BCA Spreadsheet prior to the final submission.

The Rail Trail related bike and pedestrian demand estimates provided by RTC and the mode shift assumptions made for the 2022 SCCP grant application will replace the values used in the 2022 MPDG grant application. New safety data (bike and pedestrian involved accidents data) will be collected from the UC Berkeley's Transportation Injury Mapping System (TIMS) – Active Transportation Program Maps resource. No new traffic, bike or pedestrian counts will be collected for this grant support. Using the methodologies similar to the 2022 MPDG grant application BCA Spreadsheet for value of travel time savings, value of walk/bike amenities, safety benefits, vehicle operating cost reduction, emissions reduction and health benefits, the calculations will be expanded from Segment 12 only to Segments 8 through 12.

Deliverables

- Draft and final BCA Spreadsheet

Task 1.3 – BCA Narrative Preparation

CDM Smith will draft the BCA Narrative documenting the BCA Spreadsheet. An internal Quality Review will be conducted for the BCA Narrative prior to the final submission.

Deliverables

- Draft and final BCA Narrative (five to ten pages in length) and Appendices

Task 1.4 – Grant Narrative Review

Mark Thomas will provide reviews of the grant application package to verify the narrative complies with the NOFO and effectively sells the benefits of the project. We will also provide a grammar review of the application narrative. CDM Smith will provide reviews to verify BCA information is incorporated correctly into the narrative.



PROJECT SCHEDULE

RAISE grants are due to USDOT on February 28. RTC would like to complete the application by February 17. This provides slack in the schedule should it be needed.

- January 20 – Submit draft letter of support template to RTC.
- January 25 – RTC provide comments on draft support letter.
- January 26 – Submit final draft letter of support template to RTC to begin stakeholder coordination.
- January 27 – Submit first draft narrative to RTC.
- February 3 – RTC provides comments on first draft narrative.
- February 3 - Submit draft BCA spreadsheet to RTC.
- February 9 – Submit final draft narrative to RTC.
- February 10 – Submit draft BCA narrative to RTC.
- February 14 – RTC provide comments on final draft narrative, BCA spreadsheet, and BCA narrative.
- February 16 – Submit final BCA spreadsheet and narrative.
- February 17 – Submit final narratives and forms to RTC or upload to grants.gov.

FEE ESTIMATE

The not-to-exceed project fee to complete the Scope of Work is \$49,905. A detailed cost spreadsheet showing staff hours by task is provided on the following page.

Thank you again for this opportunity. If you have any questions regarding our scope and fee, please don't hesitate to contact Ryan Bissegger at (916) 539-4680 or email him at rbissegger@markthomas.com.

Sincerely,


MARK THOMAS & COMPANY, INC.



Zach Siviglia, PE
President + CEO



COST PROPOSAL FOR PROJECT SCOPE - SCCRTC: Highway 1 State Park to Freedom (AM #2)

	Mark Thomas						Subs		TOTAL COST
	Sr. Project Manager \$260	Funding Specialist \$137	Sr. Project Accountant \$134	Sr. Project Coordinator \$125	Sr. Graphic Designer \$153	Total Hours	Total MT Cost	CDM Smith Non-DBE	
									
1.0 RAIL TRAIL 2023 RAISE GRANT									
1.1 Project Management/Meetings	10		4	4		18	\$3,629	3,462	\$7,091
1.2 Grant Development	4	86			15	105	\$15,070		\$15,070
1.3 BCA Spreadsheet Preparation						0	\$0	11,733	\$11,733
1.4 BCA Narrative Preparation						0	\$0	6,384	\$6,384
1.5 Grant Narrative Review	24					24	\$6,232	3,256	\$9,488
Subtotal Phase 1	38	86	4	4	15	147	\$24,930	\$24,836	\$49,767
TOTAL HOURS	38	86	4	4	15	147			
OTHER DIRECT COSTS							\$0	\$138	\$138
TOTAL COST	\$9,867	\$11,740	\$534	\$498	\$2,291		\$24,930	\$24,974	\$49,905












Amendment 2_TP2122_Mark Thomas

Final Audit Report

2023-01-24

Created:	2023-01-23 (Pacific Standard Time)
By:	Cynthia Convisser (cconvisser@sccrtc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkq9DOa7Wd55q2jm_EjPSfZ0M-Wvm1JO0

"Amendment 2_TP2122_Mark Thomas" History

-  Document created by Cynthia Convisser (cconvisser@sccrtc.org)
2023-01-23 - 6:38:12 PM PST
-  Document emailed to Steve Mattas (stevem@meyersnave.com) for signature
2023-01-23 - 6:40:54 PM PST
-  Email viewed by Steve Mattas (stevem@meyersnave.com)
2023-01-23 - 7:43:09 PM PST
-  Document e-signed by Steve Mattas (stevem@meyersnave.com)
Signature Date: 2023-01-23 - 7:44:47 PM PST - Time Source: server
-  Document emailed to Yesenia Parra (yparra@sccrtc.org) for signature
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-  Email viewed by Yesenia Parra (yparra@sccrtc.org)
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-  Document e-signed by Yesenia Parra (yparra@sccrtc.org)
Signature Date: 2023-01-24 - 10:10:39 AM PST - Time Source: server
-  Document emailed to zachzsiviglia@markthomas.com for signature
2023-01-24 - 10:10:40 AM PST
-  Email sent to zachzsiviglia@markthomas.com bounced and could not be delivered
2023-01-24 - 10:10:52 AM PST
-  Cynthia Convisser (cconvisser@sccrtc.org) added alternate signer Zachary Siviglia (zsiviglia@markthomas.com). The original signer zachzsiviglia@markthomas.com can still sign.
2023-01-24 - 11:02:13 AM PST



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Document emailed to Zachary Siviglia (zsiviglia@markthomas.com) for signature

2023-01-24 - 11:02:13 AM PST



Email sent to zachzsiviglia@markthomas.com bounced and could not be delivered

2023-01-24 - 11:02:27 AM PST



Email viewed by Zachary Siviglia (zsiviglia@markthomas.com)

2023-01-24 - 11:02:33 AM PST



Document e-signed by Zachary Siviglia (zsiviglia@markthomas.com)

Signature Date: 2023-01-24 - 11:02:45 AM PST - Time Source: server



Document emailed to Guy Preston (gpreston@sccrtc.org) for signature

2023-01-24 - 11:02:46 AM PST



Email sent to Zachary Siviglia (zsiviglia@markthomas.com) bounced and could not be delivered

2023-01-24 - 11:02:47 AM PST



Email viewed by Guy Preston (gpreston@sccrtc.org)

2023-01-24 - 11:08:55 AM PST



Document e-signed by Guy Preston (gpreston@sccrtc.org)

Signature Date: 2023-01-24 - 11:10:14 AM PST - Time Source: server



Agreement completed.

2023-01-24 - 11:10:14 AM PST

AGENDA: February 2, 2023

TO: Santa Cruz County Regional Transportation Commission

FROM: Luis Pavel Mendez, Deputy Director; Riley Gerbrandt, Transportation Engineer and Jason Thompson, Transportation Planning Technician

RE: Contract award for vegetation control along the Santa Cruz Branch Rail Corridor

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt a resolution (Attachment 1) authorizing the Executive Director to:

1. Enter into an agreement with Professional Tree Care (Exhibit 1 to the resolution) for an amount of \$69,900 for vegetation control along the Santa Cruz Branch Rail corridor that includes mowing, trimming, and hand-application of herbicides not considered hazardous per federal OSHA criteria; and
 2. Enter into an agreement with Capra Environmental Services (Exhibit 2 to the resolution) for an amount of \$31,500 for vegetation control along the Santa Cruz Branch Rail Line corridor using goats.
-

BACKGROUND

Significant progress has been made over the past three years to control vegetation on the Santa Cruz Branch Rail Line right-of-way (ROW) by mowing, trimming and application of herbicides approved by the RTC that are not considered hazardous under federal OSHA criteria. The RTC also implemented a pilot project in 2022 for vegetation control using goats, which worked well. It is important to continue the vegetation control efforts to ensure proper drainage as well as safe and efficient access for maintenance and law enforcement.

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

DISCUSSION

RTC staff released requests for bids through an informal bidding process for vegetation control using goats and traditional vegetation control (mowing, trimming and herbicide application). The RTC received one bid for vegetation control using goats and three bids for mowing, trimming and herbicide application.

Vegetation Control with Goats

The RTC first used goats for vegetation control in 2022 as part of a pilot project on about 2.1 miles of the rail corridor. The vegetation control with goats worked well; therefore, RTC staff released a request for bids for vegetation control using goats on a slightly larger area (about 2.6 miles) of the rail corridor. Goats are quieter, more energy efficient, require less person-power, and could reduce the need for and/or enhance the effectiveness of herbicides and can reduce the overall maintenance cost of the corridor. Goats can eat poison oak, as well as many invasive species of plants. However, goats will not eat all plants. Some of those plants that the goats will not eat include pampas grass and scotch broom. There are also areas where it is difficult to use the goats and keep them contained. Therefore, goats do not completely eliminate the need for traditional vegetation control (mowing, trimming and herbicide application).

Utilizing goats to clear vegetation prior to application of herbicides can help to ensure greater effectiveness of herbicides. This means that less harmful pre-emergent herbicides can be used by allowing these herbicides to more effectively reach the ground. This includes the two herbicides approved previously by the RTC for use because they are not considered hazardous per Federal OSHA criteria. Other agencies, including Caltrans, use goats as part of their vegetation management strategy with effective results.

Staff received one bid from Capra Environmental Services for vegetation control with goats at a cost of \$31,500 for about 2.6 miles of the Santa Cruz Branch Rail Line corridor. This is the same contractor that the RTC used in 2022.

Traditional Vegetation Control

As communicated above, goats do not eliminate the need for traditional vegetation control strategies partly because they do not eat all plants and partly because there are some areas where it is difficult to use the goats and keep them contained. Therefore, staff requested bids for traditional vegetation control that includes mowing, trimming and hand application of herbicides not considered hazardous per OSHA criteria and previously approved by the RTC. The RTC received three bids with the lowest responsible bid at \$69,900 for 18.75 miles of the Santa Cruz Branch Rail Line corridor.

The project will involve mowing and trimming, removal of woody trimmings, and followed by herbicide application by hand to a distance of 6 feet from the track. For the general track bed herbicide application, the same two products (Method 240SL and Milestone) that the RTC approved in 2021 and 2022 would be applied using required best management practices as droplets close to ground. These products are not considered hazardous under OSHA Hazard Communication Standard 29 CFR 1910.1200.

Staff will use social media and other internet tools to notify the community when the goats will be working and when the herbicide application will be done. The

Agricultural Commissioner has requirements for posting notices when certain herbicides are used. Staff will ensure that requirements of the Agricultural Commissioner for posting of notices for the herbicides used by RTC's contractor are met, including bilingual notices.

Staff recommends adopting a resolution (Attachment 1) authorizing the Executive Director to enter into an agreement with Professional Tree Care (Exhibit 1 to the resolution) for an amount of \$69,900 for vegetation control along the Santa Cruz Branch Rail corridor that includes mowing, trimming, and hand-application of herbicides; and enter into an agreement with Capra Environmental Services (Exhibit 2 to the resolution) for an amount of \$31,500 for vegetation control along the Santa Cruz Branch Rail Line corridor using goats.

FISCAL IMPACT

The RTC's budget includes funds for maintenance of the Santa Cruz Branch Rail Line which is sufficient for these proposed contracts along with other maintenance commitments. Therefore, there are no new fiscal impacts associated with the proposed contract to maintain vegetation along the SCBRL.

SUMMARY

Staff conducted an information bidding process to secure contractors to maintain vegetation along the Santa Cruz Branch Rail corridor using goats and employing traditional vegetation control methods. One bid was received for vegetation control using goats and three bids were received for the traditional vegetation control methods. Staff recommends entering into a contract with Professional Tree Care for traditional vegetation control and a contract with Capra Environmental Services for vegetation control using goats for the needed vegetation control along the SCBRL corridor.

ATTACHMENTS:

1. Resolution authorizing the Executive Director to enter into vegetation control contracts

ATTACHMENT 1

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of February 2, 2023
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A
CONSTRUCTION CONTRACT WITH PROFESSIONAL TREE CARE IN THE AMOUNT OF
\$69,900 AND EXECUTE A CONTRACT WITH CAPRA ENVIRONMENTAL SERVICES IN THE
AMOUNT OF \$31,500 FOR VEGETATION CONTROL 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, vegetation control is needed for the SCBRL right-of-way to maintain the
property and ensure access for other maintenance and for law enforcement;

WHEREAS, the RTC has authorized traditional vegetation control over the past
three years (mowing, trimming and hand application of herbicide) and in 2022, initiated a
pilot project for vegetation control using goats, which worked well; and

WHEREAS, RTC staff released requests for bids for traditional vegetation control
and vegetation control through an informal bidding process; and

WHEREAS, the RTC received three bids for traditional vegetation control with the
lowest bid at \$69,900 and received one bid for vegetation control with goats at \$31,500;

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

1. The RTC accepts the lowest responsive bid for traditional vegetation control in the
amount of \$69,900, and the bid for vegetation control with goats in the amount of
\$31,500; and
2. The Executive Director is authorized to enter into an agreement with Professional
Tree Care for traditional vegetation control along the Santa Cruz Branch Rail
corridor for an amount of \$69,900, and enter into a contract with Capra
Environmental Services for vegetation control using goats along the Santa Cruz
Branch Rail corridor for an amount of \$35,500, subject to the final review by legal
counsel as to form.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Manu Konig, Chair

ATTEST:

Guy Preston, Secretary

Exhibit A: Draft Agreement with Professional Tree Care

Exhibit B: Draft Agreement with Capra Environmental Services

Distribution: RTC Project Manager, RTC Fiscal, Contractors

S:\RESOLUTI\2023\0223\Resolution Veg Control 0223.docx

Exhibit 1 to Attachment 1

RTC Standard Independent Contractor Agreement for Construction by Informal Bidding

This contract for independent contractor services (the “Contract”) is entered into this (enter day of month) day of (enter month), 20__, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and PROFESSIONAL TREE CARE, hereinafter called CONTRACTOR. The parties agree as follows:

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

2. **COMPENSATION.** In consideration for performing the Scope of Services in a manner acceptable to the Commission, the Commission shall pay the Contractor for such services on a lump sum basis. The total lump sum price paid to CONTRACTOR will include compensation for all work and incidentals, including travel and equipment described in Exhibit A Scope of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work. In the instance of a change in the scope of work, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COMMISSION based on the unit costs provided in the Bid Sheets dated (date), included as Exhibit B. The total amount payable by COMMISSION shall not exceed \$69,900.00 for Part 1 of the Scope of Work (Tasks 1, 2 and 3).

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

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

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

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

E. **Retention.** If this Contract is for the creation, construction, alteration, repair or improvement of any public structure, building, road or other improvement of any kind

and the total compensation payable under this Contract will exceed \$5000, five percent (5%) retention shall be withheld from progress payments and released as provided by Public Contract Code sections 9203 and 7107.

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

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

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

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

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

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

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

A. Types of Insurance and Minimum Limits

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

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

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

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

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

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of

interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. SUBCONTRACTING. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the COMMISSION. Where written approval is granted by the COMMISSION, CONTRACTOR shall supervise all work subcontracted by CONTRACTOR in performing the Services; shall be

responsible for all work performed by a subcontractor as if CONTRACTOR itself had performed such work; the subcontracting of any work to subcontractors shall not relieve CONTRACTOR from any of its obligations under this Contract with respect to the Services; and CONTRACTOR is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 6, to COMMISSION's satisfaction.

10. RIGHT OF ENTRY AGREEMENT. CONTRACTOR shall obtain a right of entry agreement with St. Paul & Pacific Railway (SPPR) in which 30-45 days are needed for SPPR to process this request. SPPR guidelines for obtaining a right of entry agreement are included as Exhibit C. CONTRACTOR will contact St. Paul & Pacific Railway representative to provide notice of the date, time, location, duration and nature of activity to be done.

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

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

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

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

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

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

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

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

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

18. ATTACHMENTS. This Contract includes the following attachments which are included herein and made a part of this contract:

Exhibit A: Scope of Work

Exhibit B: Bid Sheet for Tasks 1, 2 and 3 and Time and Materials price sheet

Exhibit C: Best Management Practices

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

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

20. LICENSE, REGISTRATION, AND CLSB NOTICE. CONTRACTOR shall maintain all required licenses throughout the term of this Contract. CONTRACTOR shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. **NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A

complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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

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

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

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

25. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The

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

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

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

SIGNATURE PAGE

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT
CONSTRUCTION BY INFORMAL BIDDING

1. CONSULTANT/CONTRACTOR:

2. SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION

By _____

By _____

Date _____

Date _____

Professional Tree Care

Guy Preston
Executive Director

3. APPROVED AS TO FORM:

4. APPROVED AS TO INSURANCE:

By _____

By _____

Date _____

Date _____

RTC Legal Counsel

RTC Administrative Services Officer

Distribution:

Administrative Services Officer

CONTRACTOR

Exhibit A

Scope of Work

Mowing

All vegetation shall be cleared at least 6 feet back from outer edge of each rail as well as between the two rails, to less than 4 inches from ground. Clearance shall extend vertically at least 8 feet above level of rails. Total length is up to 18.75 miles. Invasive Pampas grass growth in approximately 0.4 mile of track will require clearing down to ground level. Mowed herbaceous clippings may be left on site (Except for pampas grass). All woody material, including mowed and pre-existing down wood, as well as Pampas grass material must be hauled off site and disposed of. Contractor must follow RTC BMPs, which are different for “North” and “South” areas (ATTACHMENT 2).

- Task 1: MP 3.55 to 6.85 (3.33 miles) performed before April 1, 2023
- Task 2: (13.63 miles) performed before April 1, 2023
- Task 3: (1.79 miles) performed after April 18, 2023
- TOTAL 18.75 miles

Herbicide

Performed after the above mowing tasks. Contractor must be certified and is restricted to use only products approved by contract manager. Products include:

- Method 240SL
- Milestone

Other products such as vinegar-based products will be considered for approval only if a) they are not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200, b) they have not been identified through the U.S. EPA endangered species protection program and the California Department of Pesticide’s endangered species project as herbicides that require additional limitations beyond those identified by the manufacturer on the product labels when industry standard best management practices (BMPs) are also implemented, and c) the active ingredients within these herbicides are also not included in the injunction of 2006 that limited the use of 66 active ingredients in 33 counties throughout California to minimize potential impacts to California red-legged frog. Pre-emergent and post-emergent herbicide will be applied to the track bed to a distance of 6 feet from the outer edge of each rail as well as between the two rails. Contractor must follow all of the product manufacturer best management practices and avoid areas where water is present, bridges, crossings, and areas where the ROW is too narrow, as required for the application and specified by the contract manager. Repeat applications may be necessary. Expected result will be project area almost entirely free of all vegetation and very little new growth occurring in spring. Contractor must follow RTC BMPs (ATTACHMENT 2).

- Task 1: Mile Post 3.55 to 6.85 (3.33 miles) performed before April 1, 2023, using track-mounted sprayer if possible.
- Task 2: Mile Post 9.37 to 23.00 (13.63 miles) performed before April 1, 2023, using track-mounted sprayer if possible.
- Task 3: Mile Post 6.85 to 8.64 (1.79 miles) performed after April 18, 2023, applied by hand on foot.
- TOTAL 18.75 miles

Exhibit A

Bid Sheet

Bid prices include entire cost of all work "incidental" to completion of the work.

Task	Work	Bid Price
Task 1	Mow all vegetation between rails and 6' to each side from MP 3.55 to 6.85 (3.33 miles). Apply herbicide after mowing occurs.	\$6,400.00
Task 2	Mow all vegetation between rails and 6' to each side to less than 4" from ground and to 8' vertically from MP 9.37 to 23.00 (13.63 miles) Apply herbicide after mowing occurs.	\$35,000.00
Task 3	Mow all vegetation between rails and 6' to each side to less than 4" from ground and to 8' vertically from MP 6.85 to 8.64 (1.79 miles). Apply herbicide BY HAND after mowing occurs.	\$27,000.00
	St. Paul & Pacific Railway (SPPR) ROE agreement	\$1,500.00
	TOTAL	\$69,900.00

Exhibit C

RTC Best Management Practices for North of MP 9.84		
Category	Detail	Timing
Biological Resources	Prior to the use of equipment along the rail lines, all equipment will be cleaned to ensure that any equipment caked with mud, soils, or debris from off-site sources or previous project sites is removed to avoid introducing or spreading invasive exotic plant species. When feasible, invasive exotic plants will be removed from along the rail line. All equipment used on the premises would be cleaned prior to leaving the site for other projects.	Pre-construction/Ongoing
Water Quality, Equipment Maintenance and Spill Prevention	There must be a 20 foot vegetative buffer between all herbicide application along the rails and open water, riparian corridors, or wetlands, including saturated soils, and there will be no direct application to open water, riparian corridors, or wetlands.	Ongoing
	There will be no application of herbicides within 48 hours of forecasted rain events.	Ongoing
	All herbicides will be mixed in areas that are not prone to runoff, such as concrete mixing/loading pads, or graveled mix pads. A suitable spill containment structure will always be in place. Following the application of herbicides, all herbicides will be properly emptied and all vessels/containers will be triple-rinsed at the time of use.	Ongoing
	In order to minimize overspray that may harm sensitive species, application will occur between wind speeds of 3 mph and 10 mph.	Ongoing
	Where vegetation clearing activities are proposed to occur adjacent to riparian and aquatic habitats (including wetlands, ponds, drainages, and waters of the US and/or state), encroachment of equipment will not occur beyond the rail line to prevent toxic substances, sediment, or debris from entering these features.	Ongoing
	All equipment to be used on the project that are staged or in use along the rail line will be checked daily for fuel, oil, and hydraulic fluid leaks or other problems that could result in spills of toxic materials.	Ongoing
	Fueling, lubrication, maintenance, storage, and staging of vehicles and equipment must not result in a discharge to any waters of the United States and/or state, and shall be located outside of waters of the United States and/or state in areas where accidental spills are not likely to enter or affect such waters.	Ongoing
	All refueling and equipment maintenance will be conducted at least 100 feet away from any waterbodies to avoid accidental contamination, in a location where fluids or accidental discharges cannot flow into a waterbody. Pans or absorbent pads will be utilized during maintenance activities.	Ongoing
	If construction related materials reach surface waters, appropriate spill response procedures must be initiated as soon as the incident is discovered, and the RWQCB will be immediately notified.	Ongoing
	The contractor shall retain a standard construction spill plan and appropriate spill control and clean up materials (e.g., oil absorbent pads and drip pans) onsite in case spills or leaks from equipment occur.	Daily
	All equipment will remain on the rail line, and will stay outside of any water bodies or drainages.	Daily
	The contractor will visually inspect the project alignment and areas of waters adjacent to the areas where vegetation clearing occurs following the completion of project activities to ensure that the project is not causing excessive erosion, bank, or road instability, or other water quality problems. If the project does cause water quality problems, the RTC will contact the RWQCB.	As Needed

	All equipment, materials, and any management practices no longer needed shall be removed and cleared from the rail line immediately upon completion of the project.	Ongoing
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RTC Best Management Practices for South of MP 9.84		
Category	Detail	Timing
Work	Mow only to 6" from ground and ensure no cutting or scraping occurs below. Spray only by hand.	Ongoing
Window	Activities shall take place during the dry season, between April 15 and October 15, or until the first rain of the season. All work will be avoided at night or during rain events.	Ongoing
Biological Resources	Prior to the use of equipment along the rail lines, all equipment will be cleaned to ensure that any equipment caked with mud, soils, or debris from off-site sources or previous project sites is removed to avoid introducing or spreading invasive exotic plant species. When feasible, invasive exotic plants will be removed from along the rail line. All equipment used on the premises would be cleaned prior to leaving the site for other projects.	Pre-construction/Ongoing
Fire Prevention	At all times, fire prevention materials will be carried during vegetation removal. Employ spark arresters and carry shovels and fire extinguishers.	Ongoing
Water Quality, Equipment Maintenance and Spill Prevention	There must be a 20 foot vegetative buffer between all herbicide application along the rails and open water, riparian corridors, or wetlands, including saturated soils, and there will be no direct application to open water, riparian corridors, or wetlands.	Ongoing
	There will be no application of herbicides within 48 hours of forecasted rain events.	Ongoing
	All herbicides will be mixed in areas that are not prone to runoff, such as concrete mixing/loading pads, or graveled mix pads. A suitable spill containment structure will always be in place. Following the application of herbicides, all herbicides will be properly emptied and all vessels/containers will be triple-rinsed at the time of use.	Ongoing
	Where vegetation clearing activities are proposed to occur adjacent to riparian and aquatic habitats (including wetlands, ponds, drainages, and waters of the US and/or state), encroachment of equipment will not occur beyond the rail line to prevent toxic substances, sediment, or debris from entering these features.	Ongoing
	All equipment to be used on the project that are staged or in use along the rail line will be checked daily for fuel, oil, and hydraulic fluid leaks or other problems that could result in spills of toxic materials.	Ongoing
	Fueling, lubrication, maintenance, storage, and staging of vehicles and equipment must not result in a discharge to any waters of the United States and/or state, and shall be located outside of waters of the United States and/or state in areas where accidental spills are not likely to enter or affect such waters.	Ongoing
	All refueling and equipment maintenance will be conducted at least 100 feet away from any waterbodies to avoid accidental contamination, in a location where fluids or accidental discharges cannot flow into a waterbody. Pans or absorbent pads will be utilized during maintenance activities.	Ongoing
	If construction related materials reach surface waters, appropriate spill response procedures must be initiated as soon as the incident is discovered, and the RWQCB will be immediately notified.	Ongoing
	The contractor shall retain a standard construction spill plan and appropriate spill control and clean up materials (e.g., oil absorbent pads and drip pans) onsite in case spills or leaks from equipment occur.	Daily

	All equipment will remain on the rail line, and will stay outside of any water bodies or drainages.	Daily
	The contractor will visually inspect the project alignment and areas of waters adjacent to the areas where vegetation clearing occurs following the completion of project activities to ensure that the project is not causing excessive erosion, bank, or road instability, or other water quality problems. If the project does cause water quality problems, the RTC will contact the RWQCB.	As Needed
	All equipment, materials, and any management practices no longer needed shall be removed and cleared from the rail line immediately upon completion of the project.	Ongoing

Exhibit 2 to Attachment 1

RTC Standard Independent Contractor Agreement for Construction by Informal Bidding

This contract for independent contractor services (the “Contract”) is entered into this (enter day of month) day of (enter month), 20__, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and CAPRA ENVIRONMENTAL SERVICES, hereinafter called CONTRACTOR. The parties agree as follows:

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

2. COMPENSATION. Total amount payable by COMMISSION for work as described in Exhibit A. Scope of Work, for a total amount not to exceed \$31,500.00, will be compensated on a lump sum basis, and compensated based on the Bid Sheet (see Exhibit B). Payment will be made upon satisfactory completion of project requirements as directed by the COMMISSION contract manager.

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

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

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

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

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

3. **TERM.** The term of this Contract shall be through April 1, 2022. If this Contract is placed on the RTC's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

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

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

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

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

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

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor

equivalent to that required of CONTRACTOR in this contract, unless CONTRACTOR and COMMISSION both initial here: ____ / ____.

A. Types of Insurance and Minimum Limits

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

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

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

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

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

B. Other Insurance Provisions

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

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

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

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

**Santa Cruz County Regional Transportation Commission
Attn: Risk Manager
1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060**

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

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

**Santa Cruz County Regional Transportation Commission
Attn: Risk Manager
1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060**

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

(6) **Deductibles and Self-Insured Retentions.** CONTRACTOR shall disclose to and obtain the approval of COMMISSION for the self-insured retentions and

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

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

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

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

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

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

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

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

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

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

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

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

9. SUBCONTRACTING. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the COMMISSION. Where written approval is granted by the COMMISSION, CONTRACTOR shall supervise all work subcontracted by CONTRACTOR in performing the Services; shall be responsible for all work performed by a subcontractor as if CONTRACTOR itself had performed such work; the subcontracting of any work to subcontractors shall not relieve CONTRACTOR from any of its obligations under this Contract with respect to the Services; and CONTRACTOR

is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 6, to COMMISSION's satisfaction.

10. RIGHT OF ENTRY AGREEMENT. CONTRACTOR shall obtain a right of entry agreement with St. Paul & Pacific Railway (SPPR) in which up to 30 days are needed for SPPR to process this request. SPPR guidelines for obtaining a right of entry agreement are included as Exhibit C. Before entering the Property under this right of entry agreement, CONTRACTOR will contact St. Paul & Pacific Railway representatives to provide notice of the date, time, location, duration and nature of activity to be done. St. Paul & Pacific Railway's contact information is provided in Exhibit C.

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

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

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

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

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

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

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

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

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

18. ATTACHMENTS. This Contract includes the following attachments:

Exhibit A. Scope of Services

Exhibit B. Fee Schedule

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

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

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

referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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

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

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

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

25. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by

all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any part of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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

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

SIGNATURE PAGE

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT
CONSTRUCTION BY INFORMAL BIDDING

1. CONSULTANT/CONTRACTOR:

2. SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION:

By _____

By _____

Date _____

Date _____

Name

Guy Preston

Title

Executive Director

Company Name

Address

Address Line 2

Telephone number

Email address

3. APPROVED AS TO FORM:

4. APPROVED AS TO INSURANCE:

By _____

By _____

Date _____

Date _____

RTC Legal Council

RTC Administrative Services Officer

Distribution:

RTC Accounting

RTC Administrative Services Officer

CONSULTANT/CONTRACTOR

Exhibit A

Scope of Work—Task Descriptions

Task 1: La Selva – MP 8.2 to San Andreas Railroad Bridge: Vegetation Removal utilizing Goats -- Track & Ditch clearing & preservation

Eliminate any vegetation in between tracks, and out to 10 feet from nearest rail, or to outside edge of drainage ditches, whichever is further. 80% reduction in nonwoody vegetation load for the areas between the trackbed/ditch area and the edge of ROW.

Approximate area: Approximately 0.45 miles of track with ROW property width varying from 40 to 75 feet

Delivery: Before 3/1/23

Location: MP 8.2 (36.93028, -121.853871) Aptos, to San Andreas Railroad Bridge (36.931712, -121.858093) Aptos. MP 8.2 to 8.65

Staging Area: To be Determined

Task 1 Map



Task 2: Aptos – Sumner Ave at Doris Ave to Highway 1: Vegetation Removal utilizing Goats -- Track & Ditch clearing & preservation

Eliminate any vegetation in between tracks, and out to 10 feet from nearest rail, or to outside edge of drainage ditches, whichever is further. 80% reduction in nonwoody vegetation load for the areas between the trackbed/ditch area and the edge of ROW. No veg removal needed in areas shown in red hatch on map.

Approximate area: Approximately 0.8 miles of track with ROW property width varying from 40 to 75 feet

Delivery: Before 3/1/23

Location: from MP 8.2 (36.965625, -121.891473), Aptos, to Highway 1 railroad bridge (36.974798, -121.897804), Aptos. MP 11.5–12.26

Task 2 Maps

Task 2 south map



Task 2 central map



Task 2 north map



Task 3: Capitola – Park Ave at Grove Ln: Vegetation Removal utilizing Goats – Track & Ditch clearing & preservation

Eliminate any vegetation in between tracks, and out to outside edge of the parallel drainage ditches. 80% reduction in nonwoody vegetation load for the areas between the trackbed/ditch area and the edge of ROW. No veg removal needed in areas shown in red hatch on map.

Approximate area: Approximately .3 miles of track, with ROW property width varying from 80 to 185 feet

Delivery: Before 3/1/23

Location: from point aligning with southeast corner of 850 Balboa Ave, (36.978537, -121.939738), Capitola, to Grove Lane (36.976967, -121.943227), Capitola. MP 15.0–15.3



Task 4: Live Oak—38th Ave to 17th Ave: Vegetation Removal utilizing Goats —Track & Ditch clearing & preservation

Eliminate any vegetation in between tracks, and out to 10 feet from nearest rail, or to outside edge of drainage ditch, whichever is further. 80% reduction in nonwoody vegetation load for the areas between the trackbed/ditch area and the edge of ROW. No veg removal needed in areas shown in red hatch on map.

Approximate area: Approximately 1 mile of track with ROW property width 35–40 feet, and one area near Rodeo Creek as wide as 50 feet

Delivery: Before 3/1/23

Location: from 38th Ave (36.967900, -121.967485), Santa Cruz, to 17th Ave (36.969198, -121.984964), Santa Cruz, MP 16.87–17.87

Task 4 Maps

Task 4 south map



Task 4 central map



Task 4 north map



Exhibit B

Bid Sheet

Bid prices include entire cost of all work "incidental" to completion of the work.

Bid Sheet		
Task No.	Location	Total Price
1	La Selva Beach Culvert to San Andreas Rd. Trestle	\$5,014.50
2	Aptos—Sumner Ave at Doris Ave to Highway 1	\$9,207.00
3	Capitola—Park Ave at Grove Ln	\$7,776.00
4	Live Oak—38 th Ave. to 17 th Ave.	\$8,002.50
	SPPR Right of Entry	\$1,500
Total Price		\$31,500.00

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
TDA REVENUE REPORT
FY 2022/2023**

MONTH	FY21 - 22 ACTUAL REVENUE	FY22 - 23 ESTIMATE REVENUE	FY22 - 23 ACTUAL REVENUE	DIFFERENCE	DIFFERENCE AS % OF PROJECTION	CUMULATIVE % OF ACTUAL TO PROJECTION
JULY	1,180,089	1,221,370	1,159,164	-62,206	-5.09%	94.91%
AUGUST	947,834	980,991	954,929	-26,062	-2.66%	95.99%
SEPTEMBER	1,008,451	1,043,728	1,013,414	-30,314	-2.90%	96.35%
OCTOBER	1,242,981	1,286,462	1,084,000	-202,462	-15.74%	92.92%
NOVEMBER	835,454	864,680	1,113,301	248,621	28.75%	98.66%
DECEMBER	1,015,997	1,051,538	948,121	-103,417	-9.83%	97.27%
JANUARY	990,616	1,025,270				
FEBRUARY	1,080,393	1,118,187				
MARCH	863,751	893,967				
APRIL	894,620	925,915				
MAY	1,067,922	1,105,280				
JUNE	960,550	994,152				
TOTAL	12,088,658	12,511,540	6,272,929	-175,841	-1.41%	50%

Note:

I:\FISCAL\TDA\MonthlyReceipts\FY2023\FY2023 TDA Receipts.xlsx\FY2023

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
TDA REVENUE REPORT
FY 2022/2023**

MONTH	FY21 - 22 ACTUAL REVENUE	FY22 - 23 ESTIMATE REVENUE	FY22 - 23 ACTUAL REVENUE	DIFFERENCE	DIFFERENCE AS % OF PROJECTION	CUMULATIVE % OF ACTUAL TO PROJECTION
JULY	1,180,089	1,221,370	1,159,164	-62,206	-5.09%	94.91%
AUGUST	947,834	980,991	954,929	-26,062	-2.66%	95.99%
SEPTEMBER	1,008,451	1,043,728	1,013,414	-30,314	-2.90%	96.35%
OCTOBER	1,242,981	1,286,462	1,084,000	-202,462	-15.74%	92.92%
NOVEMBER	835,454	864,680	1,113,301	248,621	28.75%	98.66%
DECEMBER	1,015,997	1,051,538	948,121	-103,417	-9.83%	97.27%
JANUARY	990,616	1,025,270	880,692	-144,578	-14.10%	95.71%
FEBRUARY	1,080,393	1,118,187				
MARCH	863,751	893,967				
APRIL	894,620	925,915				
MAY	1,067,922	1,105,280				
JUNE	960,550	994,152				
TOTAL	12,088,658	12,511,540	7,153,621	-320,419	-2.56%	57%

Note:

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SCCRTC
TRANSPORTATION TAX REGIONAL TRANSPORTATION FUND (TTRTF) - MEASURE D
SUMMARY OF REVENUE ALLOCATION BY MONTH
FY2023 ENDING JUNE 30, 2023

	KEY/OBJECT	RATE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL	YEAR END ADJUSTMENT	ADJUSTED TOTAL
GROSS	729000/40186		2,595,872.85	2,349,895.40	2,241,845.65	2,421,640.38	2,640,688.55	2,186,840.67	14,436,783.50	0.00	14,436,783.50
BOE FEES			-	(65,160.00)	-	-	(65,160.00)	-	(130,320.00)	-	(130,320.00)
NET			2,595,872.85	2,284,735.40	2,241,845.65	2,421,640.38	2,575,528.55	2,186,840.67	14,306,463.50	0.00	14,306,463.50
ADMINISTRATION & IMPLEMENTATION - 729100/75381											
ADMINISTRATION - SALARIES & BENEFITS		1%	25,958.73	22,847.35	22,418.46	24,216.40	25,755.29	21,868.41	143,064.64	0.00	143,064.64
O/H ADMIN			33,362.16	29,363.42	28,812.20	31,122.92	33,100.69	28,105.28	183,866.67	0.00	183,866.67
SALARIES & O/H IMPEME& OVERSIGHT			13,056.25	13,056.25	13,056.25	13,056.25	13,056.25	13,056.25	78,337.50	0.00	78,337.50
SERVICES & SUPPLIES			4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	24,250.00	0.00	24,250.00
Subtotal			76,418.80	69,308.69	68,328.57	72,437.24	75,953.90	67,071.60	429,518.80	0.00	429,518.80
TO DISTRIBUTE TO INVESTMENT CATEGORIES			2,519,454.05	2,215,426.71	2,173,517.08	2,349,203.14	2,499,574.65	2,119,769.07	13,876,944.70	-	13,876,944.70
1. NEIGHBORHOOD - 729200/75382											
		30%	755,836.21	664,628.01	652,055.12	704,760.94	749,872.40	635,930.72	4,163,083.41	-	4,163,083.41
SLV SR9	Fixed \$		27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	166,666.67	0.00	166,666.67
HWY 17 Wildlife	Fixed \$		13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	83,333.33	0.00	83,333.33
			41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	250,000.00	0.00	250,000.00
City of Capitola - V100207		4.8540%	34,665.83	30,238.58	29,628.29	32,186.63	34,376.34	28,845.61	189,941.27	-	189,941.27
City of Santa Cruz - V110467		22.3548%	159,650.96	139,261.57	136,450.93	148,233.20	158,317.76	132,846.36	874,760.78	-	874,760.78
City of Scotts Valley - V102713		4.8017%	34,292.60	29,913.02	29,309.30	31,840.10	34,006.23	28,535.05	187,896.29	-	187,896.29
City of Watsonville - V1728		15.6656%	111,879.26	97,590.91	95,621.29	103,877.99	110,944.99	93,095.30	613,009.74	-	613,009.74
County of Santa Cruz		52.3238%	373,680.90	325,957.27	319,378.65	346,956.36	370,560.40	310,941.75	2,047,475.32	-	2,047,475.32
		100%	714,169.55	622,961.35	610,388.46	663,094.27	708,205.73	594,264.05	3,913,083.41	0.00	3,913,083.41
2. HWY Corridors - 729300/75383											
		25%	629,863.51	553,856.68	543,379.27	587,300.78	624,893.66	529,942.27	3,469,236.17	-	3,469,236.17
3. TRANSIT/PARATRANSIT - 729400/75384											
Santa Cruz Metro (SCMTD) 16%		80%	403,112.65	354,468.27	347,762.73	375,872.50	399,931.94	339,163.05	2,220,311.15	-	2,220,311.15
Community Bridges - V127587 - 4%		20%	100,778.16	88,617.07	86,940.68	93,968.13	99,982.99	84,790.76	555,077.79	-	555,077.79
4. ACTIVE TRANSPORTATION - 729500/75385											
		17%	428,307.19	376,622.54	369,497.90	399,364.53	424,927.69	360,360.74	2,359,080.60	-	2,359,080.60
5. RAIL CORRIDOR - 729600/75386											
		8%	201,556.32	177,234.14	173,881.37	187,936.25	199,965.97	169,581.53	1,110,155.58	-	1,110,155.58
DISTRIBUTED TO INVESTMENT CATEGORIES			2,519,454.05	2,215,426.71	2,173,517.08	2,349,203.14	2,499,574.65	2,119,769.07	13,876,944.70	-	13,876,944.70
TOTAL ADMIN & IMPEM AND INVESTMENT CATEGORIES			2,595,872.85	2,284,735.40	2,241,845.65	2,421,640.38	2,575,528.55	2,186,840.67	14,306,463.50	0.00	14,306,463.50

I:\FISCAL\Measure D\2Distribution To Investment Category\FY2023\[FY2023 06 December 2022 Measure D Distribution.xlsx]Summary

**SCCRTC
TRANSPORTATION TAX REGIONAL TRANSPORTATION FUND (TTRTF) - MEASURE D
SUMMARY OF REVENUE ALLOCATION BY MONTH
FY2023 ENDING JUNE 30, 2023**

	KEY/OBJECT	RATE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	TOTAL	YEAR END ADJUSTMENT	ADJUSTED TOTAL
GROSS	729000/40186		2,595,872.85	2,349,895.40	2,241,845.65	2,421,640.38	2,640,688.55	2,186,840.67	2,129,361.28	16,566,144.78	0.00	16,566,144.78
BOE FEES			-	(65,160.00)	-	-	(65,160.00)	-	-	(130,320.00)	-	(130,320.00)
NET			2,595,872.85	2,284,735.40	2,241,845.65	2,421,640.38	2,575,528.55	2,186,840.67	2,129,361.28	16,435,824.78	0.00	16,435,824.78
ADMINISTRATION & IMPLEMENTATION - 729100/75381												
ADMINISTRATION - SALARIES & BENEFITS		1%	25,958.73	22,847.35	22,418.46	24,216.40	25,755.29	21,868.41	21,293.61	164,358.25	0.00	164,358.25
O/H ADMIN			33,362.16	29,363.42	28,812.20	31,122.92	33,100.69	28,105.28	27,366.55	211,233.22	0.00	211,233.22
SALARIES & O/H IMPELME& OVERSIGHT			13,056.25	13,056.25	13,056.25	13,056.25	13,056.25	13,056.25	13,056.25	91,393.75	0.00	91,393.75
SERVICES & SUPPLIES			4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	28,291.67	0.00	28,291.67
Subtotal			76,418.80	69,308.69	68,328.57	72,437.24	75,953.90	67,071.60	65,758.08	495,276.88	0.00	495,276.88
TO DISTRIBUTE TO INVESTMENT CATEGORIES			2,519,454.05	2,215,426.71	2,173,517.08	2,349,203.14	2,499,574.65	2,119,769.07	2,063,603.20	15,940,547.90	-	15,940,547.90
1. NEIGHBORHOOD - 729200/75382												
		30%	755,836.21	664,628.01	652,055.12	704,760.94	749,872.40	635,930.72	619,080.96	4,782,164.37	-	4,782,164.37
SLV SR9	Fixed \$		27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	194,444.44	0.00	194,444.44
HWY 17 Wildlife	Fixed \$		13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	97,222.22	0.00	97,222.22
			41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	291,666.67	0.00	291,666.67
City of Capitola - V100207	4.8540%		34,665.83	30,238.58	29,628.29	32,186.63	34,376.34	28,845.61	28,027.72	217,968.99	-	217,968.99
City of Santa Cruz - V110467	22.3548%		159,650.96	139,261.57	136,450.93	148,233.20	158,317.76	132,846.36	129,079.63	1,003,840.41	-	1,003,840.41
City of Scotts Valley - V102713	4.8017%		34,292.60	29,913.02	29,309.30	31,840.10	34,006.23	28,535.05	27,725.96	215,622.26	-	215,622.26
City of Watsonville - V1728	15.6656%		111,879.26	97,590.91	95,621.29	103,877.99	110,944.99	93,095.30	90,455.67	703,465.42	-	703,465.42
County of Santa Cruz	52.3238%		373,680.90	325,957.27	319,378.65	346,956.36	370,560.40	310,941.75	302,125.30	2,349,600.63	-	2,349,600.63
	100%		714,169.55	622,961.35	610,388.46	663,094.27	708,205.73	594,264.05	577,414.29	4,490,497.70	0.00	4,490,497.70
2. HWY Corridors - 729300/75383												
		25%	629,863.51	553,856.68	543,379.27	587,300.78	624,893.66	529,942.27	515,900.80	3,985,136.97	-	3,985,136.97
3. TRANSIT/PARATRANSIT - 729400/75384												
Santa Cruz Metro (SCMTD) 16%	80%		403,112.65	354,468.27	347,762.73	375,872.50	399,931.94	339,163.05	330,176.51	2,550,487.66	-	2,550,487.66
Community Bridges - V127587 - 4%	20%		100,778.16	88,617.07	86,940.68	93,968.13	99,982.99	84,790.76	82,544.13	637,621.92	-	637,621.92
4. ACTIVE TRANSPORTATION - 729500/75385												
		17%	428,307.19	376,622.54	369,497.90	399,364.53	424,927.69	360,360.74	350,812.54	2,709,893.14	-	2,709,893.14
5. RAIL CORRIDOR - 729600/75386												
		8%	201,556.32	177,234.14	173,881.37	187,936.25	199,965.97	169,581.53	165,088.26	1,275,243.83	-	1,275,243.83
DISTRIBUTED TO INVESTMENT CATEGORIES			100%	2,519,454.05	2,215,426.71	2,173,517.08	2,349,203.14	2,499,574.65	2,119,769.07	2,063,603.20	-	15,940,547.90
TOTAL ADMIN & IMPEM AND INVESTMENT CATEGORIES				2,595,872.85	2,284,735.40	2,241,845.65	2,421,640.38	2,575,528.55	2,186,840.67	2,129,361.28	0.00	16,435,824.78

I:\FISCAL\Measure D\Distribution To Investment Category\FY2022\FY2022 08 February 2022 Measure D Distribution.xlsx|Summary

Agenda: February 2, 2023

To: Santa Cruz County Regional Transportation Commission
From: Tommy Travers, RTC Staff
Re: City of Santa Cruz Article 8 Transportation Development Act Allocation Requests

RECOMMENDATION

The Regional Transportation Commission's Bicycle Advisory Committee (BAC) and staff recommend that the Regional Transportation Commission approve by resolution (Attachment 1) the City of Santa Cruz Article 8 Transportation Development Act (TDA) Claims totaling \$290,000 for the Bay Street Protected Bike Lanes and Pedestrian Path project and the Bikeway Striping and Minor Improvements project.

BACKGROUND

The Transportation Development Act (TDA) was established by the State Legislature in 1971. The TDA provides one of the major funding sources for public, specialized, bicycle and pedestrian transportation in California. Each year the Regional Transportation Commission allocates Article 8 TDA funds for bikeway and pedestrian projects to local jurisdictions according to the RTC Rules & Regulations using a population formula. TDA funds allocated to a local jurisdiction may be rolled over from one fiscal year to the next. As stated in the Rules and Regulations, a TDA Article 8 claim from local jurisdictions shall include a description of the project adequate for review by the RTC and its advisory committees; justification for the project including a statement regarding its consistency and relationship with the Regional Transportation Plan; estimated cost of the project including other funding sources; and a statement agreeing to maintain the funded project in the condition outlined in the submitted plans for a period of 20 years. Allocation requests with pedestrian components must be reviewed by the Elderly and Disabled Transportation Advisory Committee (E&DTAC) and requests for bicycle facilities must be reviewed by the Bicycle Advisory Committee (BAC) prior to consideration by the RTC.

DISCUSSION

The City of Santa Cruz submitted a letter and TDA Claim Forms (Exhibit A to Attachment 1) requesting new allocations for two projects.

The first project is Bay Street Protected Bike Lanes and Pedestrian Path. It is a proposal to design and construct new separated bike lanes on Bay Street (Bay

Drive) between Escalona Drive and Nobel Drive/Iowa Drive as well as a pedestrian path on one side of Bay Street, requesting \$250,000. The project includes the removal of one vehicle lane in each direction. City staff presented this project, including concept designs, to the BAC and E&DTAC at their December meetings. The BAC and RTC staff recommend that the RTC approve the allocation request and claim. The E&DTAC did not have quorum necessary to hold a vote, but members present did not express concerns or opposition to the project.

The second project is Bikeway Striping and Minor Improvements. Periodically, the city requests TDA funds for general maintenance of bike lanes and paths throughout the city. The project will include restriping and resigning to maintain the infrastructure and improve safety. The RTC has approved funds for such bikeway maintenance in past years including 2020, 2018, and 2016. City staff brought this project to the BAC at its December meeting. The BAC and RTC staff recommend that the RTC approve the allocation request and claim.

The BAC and staff recommend that the RTC approve by resolution (Attachment 1) the City of Santa Cruz TDA claims for \$250,000 for the Bay Street Protected Bike Lanes and Pedestrian Path project and \$40,000 for the Bikeway Striping and Minor Improvements project.

FISCAL IMPACT

The City of Santa Cruz has sufficient unallocated TDA funds to cover these TDA claims. The TDA funds included in this staff report for the City of Santa Cruz are included in the approved RTC budget; therefore, there is no fiscal impact to the RTC.

SUMMARY

The City of Santa Cruz submitted a TDA Article 8 allocation request and claim forms for a total of \$290,000 for two projects. The BAC and staff recommend approval of the City of Santa Cruz's request.

ATTACHMENTS:

Attachment 1: Resolution

Exhibit A: City of Santa Cruz Allocation Claim Forms

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RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of February 2, 2023
on the motion of Commissioner
duly seconded by Commissioner

**A RESOLUTION ALLOCATING \$290,000 IN ARTICLE 8 TRANSPORTATION DEVELOPMENT
ACT (TDA) FUNDS TO THE CITY OF SANTA CRUZ**

WHEREAS the City of Santa Cruz submitted a letter for an Article 8 TDA claim for \$250,000 of new allocations and an Article 8 TDA claim for \$40,000 of new allocations; and

WHEREAS the City of Santa Cruz has sufficient unallocated Article 8 TDA revenues; and

WHEREAS the Bicycle Advisory Committee (BAC) reviewed the TDA projects funding request pertaining to their charge, and the BAC recommends approval; and

WHEREAS the Elderly & Disabled Transportation Advisory Committee (E&DTAC) reviewed the TDA project funding request pertaining to their charge, and while there was no quorum for a vote, did not express concerns or opposition; and

WHEREAS, the proposed projects are consistent with the 2045 Regional Transportation Plan and the claimant agrees to maintain funded projects for a period of 20 years;

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

1. \$250,000 in TDA Article 8 funds are allocated to the City of Santa Cruz for the Bay Street Protected Bike Lanes and Pedestrian Path project and
2. \$40,000 in TDA Article 8 funds are allocated to the City of Santa Cruz for the Bikeway Striping and Minor Improvements project.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ATTEST:

Manu Koenig, Chair

Guy Preston, Secretary

Distribution: *City of Santa Cruz Public Works*
RTC Fiscal
RTC BAC and E&DTAC staff

Exhibit A: City of Santa Cruz Allocation Letter and Claim Forms



PUBLIC WORKS DEPARTMENT

809 Center Street, Room 201, Santa Cruz, CA 95060 • 831 420-5160 • Fax: 831 420-5161

October 24, 2022

Mr. Guy Preston
Santa Cruz County Regional Transportation Commission (RTC)
1523 Pacific Avenue
Santa Cruz, CA 95060

RE: City of Santa Cruz – FY 2022-23 TDA Article 8 Allocation Request

Dear Mr. Preston:

Please accept this letter as a FY 2022-23 TDA Article 8 allocation request for the following project:

Bikeway Striping and Minor Improvements	\$ 40,000
Bay Drive Protected Bike Lanes and Pedestrian Path	\$250,000

The Bikeway Striping project is our annual request to maintain and improve the bikeway system. The Bay Drive Protected Bike Lanes and Pedestrian Path is a new project that provides improved bike and pedestrian infrastructure through the reduction of motor vehicle lanes on Bay Drive, from Escalona to High Street.

As with all City claims, the City will commit to maintain any facilities provided with these funds for 20 years and will prepare all necessary environmental review for these projects. The above project is consistent with the City's Active Transportation Plan and the RTC's Regional Transportation Plan.

Please call me at 420-5188 if you have any questions or need additional information.

Sincerely,

Nathan Nguyen
Assistant Public Works Director/City Engineer

Attachments: Project Claim Forms

cc: Public Works (SH)
Finance Department (NG)

Transportation Development Act (TDA) CLAIM FORM

Submit a separate form for each project.

This form has been developed in an effort to standardize information required from TDA recipients, based on TDA Statute, RTC Rules and Regulations, and/or RTC board requests.

If you have any questions about this claim form or would like an electronic copy of the form, please contact the Santa Cruz County Regional Transportation Commission at 460-3200.

Project Information

1. Project Title: Bay Street Protected Bike Lanes and Pedestrian Path
2. Implementing Agency: City of Santa Cruz
3. Sponsoring Agency (if different) – must be a TDA Eligible Claimant:
4. Funding requested this claim: TDA– Local Transportation Funds (LTF) \$250,000
STA (transit/paratransit only) \$_____
5. Fiscal Year (FY) for which funds are claimed: FY 2022-23
6. General purpose for which the claim is made, identified by the article and section of the Act which authorizes such claims:
 - ☒ Article 8 Bicycle and/or Pedestrian Facility
 - ☐ Article 4 Public Transportation
 - ☐ Article 8 Specialized Transportation via city sponsor
 - ☐ Article 3 & 8 TDA Admin or Planning
7. Contact Person/Project Manager
 Name: Nathan Nguyen
 Telephone Number: 831-420-5188 E-mail: nnguyen@cityofsantacruz.com

 Secondary Contact (in event primary not available): Matt Starkey
 Telephone Number: 831-420-5422 E-mail: mstarkey@cityofsantacruz.com
8. Project/Program Description/Scope (use additional pages, if needed, to provide details such as work elements/tasks):

 Design and installation of protected bike lanes on Bay Street, northbound and southbound between Escalona Drive and Nobel/Iowa Street, and the installation of a pedestrian walkway on the northbound side of the street between Escalona Drive and Iowa Drive. The project requires the removal of one motor vehicle travel lane in each direction.
9. Project Location/Limits (attach a map and/or photos if available/applicable, include street names):

 Bay Street from Escalona Drive to Nobel/Iowa.
10. Justification for the project. (Why is this project needed? Primary goal/purpose of the project; problem to be addressed; project benefits; importance to the community)

 Improve bicyclist and pedestrian access and safety along this arterial corridor that serves UCSC, other schools and neighborhoods.
11. Project Productivity Goals for this fiscal year:
 - a. Measures of performance, success or completion to be used to evaluate project/program (ex. increase use of facility/service, decrease collisions, etc.):

Traffic safety, number of users and public comments.

- b. Number of people to be served/anticipated number of users of project/program (ex. number of new or maintained bike miles; number of people served/rides provided):

Estimated number of 100 users daily.

12. Consistency and relationship with the Regional Transportation Plan (RTP) - Is program/project listed in the RTP and/or consistent with a specific RTP Goal/Policy?

Lump Sum Bike Projects SC-P75. Consistent with all RTP goals and policies.

13. Impact(s) of project on other modes of travel, if any (ex. parking to be removed):

The removal of a travel lane may increase congestion and may also reduce speeds for motorists.

14. Estimated Project Cost/Budget, including other funding sources, and Schedule: *(attach project budget). Specialized Transportation Claims require 10% local match or other performance standard. Local match can take the form of fares, donations, agency charges, grants, revenue sharing and other non-restricted sources. In kind services many NOT apply toward the local match. In lieu of a 10% match performance standard, the Volunteer Center performance standard is to provide 4,000 rides per year.*

What is the total project cost? \$300,000

Is project fully funded? Yes

What will TDA (and STA, if applicable) funds be used on (ex. operations, administration, brochures, engineering, construction)?

Engineering, Project Management and Construction.

15. Preferred Method and Schedule for TDA-LTF fund distribution *(see RTC Rules and Regulations for details and requirements. Note if funds are distributed in advance of use, agencies will be required to subsequently provide documentation of actual expenditures.):*

- a. Bike/Ped: Cities/County: ☐ Up to 90% upon initiation of work OR ☒ 100% upon project completion
HSA/BTW: ☐ Quarterly disbursement OR ☐ Semi-annual disbursement

- b. CTSA: ☐ Quarterly disbursement, with up to 35% in first quarter, and the remaining quarterly payments being one-third of the remaining claim amount;
OR ☐ Quarterly disbursement

- c. Volunteer Center: ☐ Full approved claim amount in the first quarter

- d. SCMTD: ☐ Quarterly disbursement

16. TDA Eligibility:

	YES?/NO?
A. Has the project/program been approved by the claimant's governing body? Form of approval Approved FY23 Budget_ (eg resolution, work program, budget, other document)	Yes

If "NO," provide the approximate date approval is anticipated. _____	
B. Has this project previously received TDA funding? If yes, date RTC approved: _____	No
C. For capital projects, have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	Yes
D. Has the project already been reviewed by the RTC Bicycle Committee and/or Elderly/Disabled Transportation Advisory Committee? (If "NO," project will be reviewed prior to RTC approval).	No
E. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	Yes
F. For Article 4 transit claims: Does operator meet Article 4 eligibility requirements? i. Farebox recovery ratio? and/or, ii. 50 percent expenditure rule as an older operator, defined as service starting prior to 1974?	

Bike/Ped (Article 8) Only**17. Project Cost/Budget, including other funding sources, and Schedule: (complete "24a" or "24b")**

- a. Capital Projects (Bicycle projects: Bicycle Advisory Committee or RTC must approve the final project design plans prior to construction; see RTC Rules & Regulations)

	Planning	Environ- mental	Design/ Engineering	ROW	Construction	Other *	Contingency	Total
SCHEDULE (Month/Yr) Completion Date /			Spring '23		Fall '23			
Total Cost/Phase			\$25,000		\$275,000			\$300,000
\$TDA Requested (this claim)			\$25,000		\$225,000			\$250,000
Prior TDA:								
Source 3: City D					\$50,000			\$50,000
Source 4:								
Unsecured/ additional need**								

*Please describe what is included in "Other":

- b. Non-Capital Projects – Cost/Schedule: List any tasks and amount per task for which TDA will be used. Can be substituted with alternate budget format.

Work Element/ Activity/Task	SCHEDULE (Month/Year)	Total Cost per Element	\$ TDA requested	\$ Source 2:	\$ Source 3:	\$ Source 4:
Administration /Overhead						
Activity 1:						
Activity 2:						

Activity 3:						
Activity 4:						
Ex. Consultants						
Ex. Materials						

SCMTD, CTSA, Bike to Work, HSA, Volunteer Center Only – PLEASE KEEP ANSWERS BRIEF

18. Improving Program Efficiency/Productivity

- Describe any areas where special efforts have been made in the **last fiscal year** to reduce operating cost and/or increase ridership/program usage. Note any important trends.

- Goals for next fiscal year (ex. identify opportunities to maximize economies of scale, planned productivity improvements). Describe any areas where special efforts will be made to improve efficiency and increase program usage/ridership:

19. What is different from last year's program/claim?

20. Schedule of regular progress reports including an evaluation at the end of the year:

- ☐ SCMD – April each year
- ☐ Specialized Transportation: Quarterly¹ to E/D TAC, RTC _____ (Months/Year)
- ☐ HSA/BTW: Bicycle Committee _____ (Month, year); RTC _____ (Month, year)

SCMTD, CTSA and Volunteer Center Only

21. a. Are these transportation services responding to transportation needs not otherwise being met within the community or jurisdiction of the claimant?

b. Does the project meet an unmet transit need from the most recently approved RTC **Unmet Paratransit and Transit Needs List? Describe.**

CTSA and Volunteer Center (Article 8) Only

22. Where appropriate, are these specialized transportation services coordinated with other transportation services, including METRO service? Describe.

23. Provide performance information, as pertinent, which demonstrate service efficiency and effectiveness, such as: verification of the operating cost per passenger, operating cost per vehicle service hour, passengers per vehicle service hour, passengers per vehicle service mile, and vehicle service hours per employee for last fiscal year (definitions available in Section 99247 of TDA Guidelines). (99246d, per Performance Audits)

- a. *Volunteer Center, only:* ☐ provide a minimum 4,000 rides per year

¹ If feasible, the quarterly TDA reports submitted by Community Bridges for Lift Line as the Consolidated Transportation Services Agency (CTSA) should include on-time performance of the service.

Vehicle on-time arrival to pick up a passenger at the scheduled time is an important measure of operational effectiveness and customer service.

24. Discuss the needs and types of the passengers being served, the employment of part-time drivers and the contracting with common carriers of persons operating under a franchise or license to provide services during peak hours, as defined in subdivision (a) of Section 99260.2. (99246d, per 2010 Performance Audit)

SCMTD, CTSA, Volunteer Center & RTC Only

25. List the recommendations provided in the last TDA Triennial Performance Audit and your progress toward meeting them.
- Describe the work your agency has undertaken to implement each performance audit recommendation and the steps it will take to fully implement the recommendation.
 - For any recommendations that have not been implemented, explain why the recommendation has not been implemented and describe the work your agency will undertake to implement each performance audit recommendation.
 - Describe any problems encountered in implementing individual recommendations.

SCMTD Only

26. TDA Article 4 Eligibility Compliance – *Provide documentation for 50% expenditure limitation (PUC Section 99268.1). 50 percent expenditure limitation (use if LTF remains below 50 percent of its operating costs):*
- Overall operating cost for fiscal year: \$ _____
 - TDA-LTF claim: \$ _____
 - Source of information (e.g. audited financial statements, budget, etc):

Funds	Urbanized Service	Rural/Non-Urban Service (could use FTA 5311 application)
Fare Revenue:	\$ _____	\$ _____
Local Support Revenues:	\$ _____	\$ _____
Operation costs:	\$ _____	\$ _____
Ratio Fare Rev ÷ Op Cost: (minimum required=15% per PUC Sec.6645)	_____ %	_____ %
Cost per ride being subsidized for different services/funds	\$ _____	\$ _____

Note: Exemptions for calculating operating costs – spell out in your operating budget summary.

- Service extensions are exempt until two years after the end of the fiscal year during which they were established (PUC Sec. 99268.8). This exemption applies only if the new service was not provided nor was funded by LTF/STA during any of the prior three fiscal years.
- The additional operating costs to a transit operator of providing comparable complementary paratransit services, pursuant to the Americans with Disabilities Act, that exceed operator's prior year costs as adjusted by the CPI are excluded from operating cost.
- As set forth in Section 99268.2, ratio must be at least equal to one-fifth if serving an urbanized area or one-tenth if serving a non-urbanized area. If a ratio of the sum of fare revenues and local support to operating cost greater than one-fifth if serving an urbanized area, or one-tenth if serving a non-urbanized area, during the 1978 -79 fiscal year shall, at least, maintain that ratio in order to be eligible for additional funds pursuant to this section.
- Additional exclusions in calculating urban/rural farebox recovery: operating costs above the consumer price index for fuel, alternative fuel programs, power, insurance premiums and payments in settlement of claims, and state and federal mandates.

27. Did the SCMTD operating budget increase over 15% from the prior fiscal year?

If the answer is yes, please provide a statement identifying and substantiating the reason or need for the increase in the transit operating budget in excess of 15% above the preceding year, and identify substantial increases or decreases in the scope of operations or capital provisions for major new service - (transit claimants only, if applicable).

28. Operating statistics (compare current fiscal year to date to last three full fiscal years; *TDA required performance indicators), submit items from the following list.

- Annual passengers
 - Rides/passenger trips provided by type (student, senior, adult, pass holders, etc, or however stat's kept) and amount of TDA \$ used for each type of ride
- Annual service hours
- Passengers per vehicle service hour*
- Annual service miles
- # of fixed-route miles
- Service Area – square miles
- Service Area Population
- Passengers per vehicle service mile*
- Average passengers per weekday
- Total operating costs in budget
- Operating cost per vehicle service hour*
- Total operating cost per passenger*
- Average Farebox Revenue per passenger (describe what is included)
- # of FTE employees (all employees, not just drivers)
- Vehicle Service hours/Employee*
- # of routes
- Average route length
- Average travel times/rider
- # of bus stops
- # of vehicles in operation
- # of monthly bus passes in circulation
- Max vehicles in service at any time:
- Hours of service:
- Approximate # of unduplicated passengers
- Cost per unit of service plus text about long range plans to make/keep this low
- Funds and percentage spent on administration/overhead/grantee allocation/etc
- Actual financials compared with budget
- Actual number of rides provided compared with goal and text about whether goal was met and why/why not

Definitions:

- a) "Operating cost" means all costs in the operating expense object classes exclusive of the costs in the depreciation and amortization expense object class of the uniform system of accounts and records adopted by the Controller pursuant to Section 99243. "Operating cost" excludes all subsidies for commuter rail services operated on railroad lines under the jurisdiction of the Federal Railroad Administration, all direct costs for providing charter services, all vehicles lease costs, and principal and interest payments on capital projects funded with certificates of participation.
- b) "Operating cost per passenger," means the operating cost divided by the total passengers.
- c) "Operating cost per vehicle service hour," means the operating cost divided by the vehicle service hours.
- d) "Passengers per vehicle service hour" means the total passengers divided by the vehicle service hours.
- e) "Passengers per vehicle service mile" means the total passengers divided by the vehicle service miles.

- f) "Total passengers" means the number of boarding passengers, whether revenue producing or not, carried by the public transportation system.*
- g) "Transit vehicle" means a vehicle, including, but not limited to, one operated on rails or tracks, which is used for public transportation services funded, in whole or in part, under this chapter.*
- h) "Vehicle service hours" means the total number of hours that each transit vehicle is in revenue service, including layover time.*
- i) "Vehicle service miles" means the total number of miles that each transit vehicle is in revenue service.*
- j) "Vehicle service hours per employee" means the vehicle service hours divided by the number of employees employed in connection with the public transportation system, based on the assumption that 2,000 person-hours of work in one year constitute one employee. The count of employees shall also include those individuals employed by the operator, which provide services to the agency of the operator responsible for the operation of the public transportation system even though not employed in that agency.*

Documentation to Include with Your Claim (all TDA Claims):

All Claims

- ☐ A letter of transmittal addressed to the SCCRTC Executive Director that attests to the accuracy of the claim and all its accompanying documentation.
- ☐ Statement from the TDA Eligible Claimant indicating its role and responsibilities. Previously submitted.

Article 8 Bicycle/Pedestrian Claims

- ☐ Evidence of environmental review for capital projects
Project is exempt.

All Transit and Specialized Transportation Claims (SCMTD, CTSA, and Volunteer Center)

- ☐ A copy of the operating and capital budgets for the coming fiscal year
- ☐ Description of capital projects, including time frame over which project will be funded and implemented
- ☐ Operating Plan for current and upcoming activities – can be within project description
- ☐ TDA Standard Assurances Checklist

Article 4 Transit Claims

- ☐ A certification from the California Highway Patrol (completed within the last 13 months) indicating that the operator is in compliance with Section 1808.1 of the Vehicle Code.
- ☐ Other Certifications
- ☐ Written report of current and upcoming activities. (*per RTC Rules and Regulations*)

Local Agency Certification:

This TDA Claim has been prepared in accordance with the SCCRTC's Budget, SCCRTC's Rules and Regulations, and Caltrans TDA Guidebook (<http://www.dot.ca.gov/hq/MassTrans/State-TDA.html>). I certify that the information provided in this form is accurate and correct. I understand that if the required information has not been provided this form may be returned and the funding allocation may be delayed.

PROOF OF EXPENDITURES: Claimant acknowledges it is required to submit all expenditure backup as well as evidence of other funding used for project to RTC, to RTC's satisfaction, before receiving periodic disbursement or disbursement upon project completion.

CERTIFIED FISCAL AUDIT: Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with the required certification statement, to SCCRTC and to the State Controller's Office, pursuant to PUC 99245 and CCR 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one). *This requirement does not apply to new transit operators nor Bike to Work or HSA claims submitted through the SCCRTC.*

Signature  Title: Assistant Director of Public Works Date: 11/24/22

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Transportation Development Act (TDA) CLAIM FORM

Submit a separate form for each project.

This form has been developed in an effort to standardize information required from TDA recipients, based on TDA Statute, RTC Rules and Regulations, and/or RTC board requests.

If you have any questions about this claim form or would like an electronic copy of the form, please contact the Santa Cruz County Regional Transportation Commission at 460-3200.

Project Information

1. Project Title: Bikeway Striping and Minor Improvements
2. Implementing Agency: City of Santa Cruz
3. Sponsoring Agency (if different) – must be a TDA Eligible Claimant:
4. Funding requested this claim: TDA– Local Transportation Funds (LTF) \$40,000
STA (transit/paratransit only) \$ _____
5. Fiscal Year (FY) for which funds are claimed: FY 2022-23
6. General purpose for which the claim is made, identified by the article and section of the Act which authorizes such claims:
 - ☒ Article 8 Bicycle and/or Pedestrian Facility
 - ☐ Article 4 Public Transportation
 - ☐ Article 8 Specialized Transportation via city sponsor
 - ☐ Article 3 & 8 TDA Admin or Planning
7. Contact Person/Project Manager
 Name: Nathan Nguyen
 Telephone Number: 831-420-5188 E-mail: nnguyen@cityofsantacruz.com

 Secondary Contact (in event primary not available): Matt Starkey
 Telephone Number: 831-420-5422 E-mail: mstarkey@cityofsantacruz.com
8. Project/Program Description/Scope (use additional pages, if needed, to provide details such as work elements/tasks):
 Annual restriping and resigning of portions of the City's 30 plus miles of bikeways and minor bikeway improvements.
9. Project Location/Limits (attach a map and/or photos if available/applicable, include street names):
 Projects are citywide and as needed based on existing conditions and public requests.
10. Justification for the project. (Why is this project needed? Primary goal/purpose of the project; problem to be addressed; project benefits; importance to the community)
 Maintain transportation infrastructure, and to encourage traffic safety and safe bike use.
11. Project Productivity Goals for this fiscal year:
 - a. Measures of performance, success or completion to be used to evaluate project/program (ex. increase use of facility/service, decrease collisions, etc.):
Traffic safety and public comments.
 - b. Number of people to be served/anticipated number of users of project/program (ex. number of new or maintained

bike miles; number of people served/rides provided):

Current bikeway and roadway users.

12. Consistency and relationship with the Regional Transportation Plan (RTP) - Is program/project listed in the RTP and/or consistent with a specific RTP Goal/Policy?

SC52 Citywide Operations and Maintenance. Consistent with all RTP goals and policies.

13. Impact(s) of project on other modes of travel, if any (ex. parking to be removed):

N/A

14. Estimated Project Cost/Budget, including other funding sources, and Schedule: *(attach project budget). Specialized Transportation Claims require 10% local match or other performance standard. Local match can take the form of fares, donations, agency charges, grants, revenue sharing and other non-restricted sources. In kind services many NOT apply toward the local match. In lieu of a 10% match performance standard, the Volunteer Center performance standard is to provide 4,000 rides per year.*

What is the total project cost? \$40,000

Is project fully funded? Yes

What will TDA (and STA, if applicable) funds be used on (ex. operations, administration, brochures, engineering, construction)?

15. Preferred Method and Schedule for TDA-LTF fund distribution *(see RTC Rules and Regulations for details and requirements. Note if funds are distributed in advance of use, agencies will be required to subsequently provide documentation of actual expenditures.):*

a. Bike/Ped: Cities/County: ☐ Up to 90% upon initiation of work OR ☒ 100% upon project completion
HSA/BTW: ☐ Quarterly disbursement OR ☐ Semi-annual disbursement

b. CTSA: ☐ Quarterly disbursement, with up to 35% in first quarter, and the remaining quarterly payments being one-third of the remaining claim amount;
OR ☐ Quarterly disbursement

c. Volunteer Center: ☐ Full approved claim amount in the first quarter

d. SCMTD: ☐ Quarterly disbursement

16. TDA Eligibility:

	YES?/NO?
A. Has the project/program been approved by the claimant's governing body? Form of approval Approval of FY23 Budget _____ (eg resolution, work program, budget, other document) If "NO," provide the approximate date approval is anticipated. _____	Yes
B. Has this project previously received TDA funding? If yes, date RTC approved: _____	Yes
C. For capital projects, have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	Yes

D. Has the project already been reviewed by the RTC Bicycle Committee and/or Elderly/Disabled Transportation Advisory Committee? (If "NO," project will be reviewed prior to RTC approval).	Yes
E. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	Yes
F. For Article 4 transit claims: Does operator meet Article 4 eligibility requirements? i. Farebox recovery ratio? and/or, ii. 50 percent expenditure rule as an older operator, defined as service starting prior to 1974?	

Bike/Ped (Article 8) Only

17. Project Cost/Budget, including other funding sources, and Schedule: (complete "24a" or "24b")

- a. Capital Projects (Bicycle projects: Bicycle Advisory Committee or RTC must approve the final project design plans prior to construction; see RTC Rules & Regulations)

	Planning	Environ- mental	Design/ Engineering	ROW	Construction	Other *	Contingency	Total
SCHEDULE (Month/Yr) Completion Date /					Fall '23			
Total Cost/Phase					\$40,000			\$40,000
\$TDA Requested (this claim)					\$40,000			\$40,000
Prior TDA:								
Source 3:								
Source 4:								
Unsecured/ additional need**								

*Please describe what is included in "Other":

- b. Non-Capital Projects – Cost/Schedule: List any tasks and amount per task for which TDA will be used. Can be substituted with alternate budget format.

Work Element/ Activity/Task	SCHEDULE (Month/Year)	Total Cost per Element	\$ TDA requested	\$ Source 2:	\$ Source 3:	\$ Source 4:
Administration /Overhead						
Activity 1:						
Activity 2:						
Activity 3:						
Activity 4:						
Ex. Consultants						

Ex. Materials						
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SCMTD, CTSA, Bike to Work, HSA, Volunteer Center Only – PLEASE KEEP ANSWERS BRIEF

18. Improving Program Efficiency/Productivity

- Describe any areas where special efforts have been made in the **last fiscal year** to reduce operating cost and/or increase ridership/program usage. Note any important trends.
- Goals for next fiscal year (ex. identify opportunities to maximize economies of scale, planned productivity improvements). Describe any areas where special efforts will be made to improve efficiency and increase program usage/ridership:

19. What is different from last year's program/claim?

20. Schedule of regular progress reports including an evaluation at the end of the year:

- ☐ SCMD – April each year
- ☐ Specialized Transportation: Quarterly¹ to E/D TAC, RTC _____ (Months/Year)
- ☐ HSA/BTW: Bicycle Committee _____ (Month, year); RTC _____ (Month, year)

SCMTD, CTSA and Volunteer Center Only

21. a. Are these transportation services responding to transportation needs not otherwise being met within the community or jurisdiction of the claimant?

b. Does the project meet an unmet transit need from the most recently approved RTC Unmet Paratransit and Transit Needs List? Describe.

CTSA and Volunteer Center (Article 8) Only

22. Where appropriate, are these specialized transportation services coordinated with other transportation services, including METRO service? Describe.

23. Provide performance information, as pertinent, which demonstrate service efficiency and effectiveness, such as: verification of the operating cost per passenger, operating cost per vehicle service hour, passengers per vehicle service hour, passengers per vehicle service mile, and vehicle service hours per employee for last fiscal year (definitions available in Section 99247 of TDA Guidelines). (99246d, per Performance Audits)

- a. *Volunteer Center, only:* ☐ provide a minimum 4,000 rides per year

24. Discuss the needs and types of the passengers being served, the employment of part-time drivers and the contracting with common carriers of persons operating under a franchise or license to provide services during peak hours, as defined in subdivision (a) of Section 99260.2. (99246d, per 2010 Performance Audit)

¹ If feasible, the quarterly TDA reports submitted by Community Bridges for Lift Line as the Consolidated Transportation Services Agency (CTSA) should include on-time performance of the service. Vehicle on-time arrival to pick up a passenger at the scheduled time is an important measure of operational effectiveness and customer service.

SCMTD, CTSA, Volunteer Center & RTC Only

25. List the recommendations provided in the last TDA Triennial Performance Audit and your progress toward meeting them.

- Describe the work your agency has undertaken to implement each performance audit recommendation and the steps it will take to fully implement the recommendation.
- For any recommendations that have not been implemented, explain why the recommendation has not been implemented and describe the work your agency will undertake to implement each performance audit recommendation.
- Describe any problems encountered in implementing individual recommendations.

SCMTD Only

26. TDA Article 4 Eligibility Compliance – *Provide documentation for 50% expenditure limitation (PUC Section 99268.1). 50 percent expenditure limitation (use if LTF remains below 50 percent of its operating costs):*

- Overall operating cost for fiscal year: \$ _____
- TDA-LTF claim: \$ _____
- Source of information (e.g. audited financial statements, budget, etc):

<i>Funds</i>	<i>Urbanized Service</i>	<i>Rural/Non-Urban Service (could use FTA 5311 application)</i>
Fare Revenue:	\$ _____	\$ _____
Local Support Revenues:	\$ _____	\$ _____
Operation costs:	\$ _____	\$ _____
Ratio Fare Rev ÷ Op Cost: (minimum required=15% per PUC Sec.6645)	_____ %	_____ %
Cost per ride being subsidized for different services/funds	\$ _____	\$ _____

Note: Exemptions for calculating operating costs – spell out in your operating budget summary.

- *Service extensions are exempt until two years after the end of the fiscal year during which they were established (PUC Sec. 99268.8). This exemption applies only if the new service was not provided nor was funded by LTF/STA during any of the prior three fiscal years.*
- *The additional operating costs to a transit operator of providing comparable complementary paratransit services, pursuant to the Americans with Disabilities Act, that exceed operator's prior year costs as adjusted by the CPI are excluded from operating cost.*
- *As set forth in Section 99268.2, ratio must be at least equal to one-fifth if serving an urbanized area or one-tenth if serving a non-urbanized area. If a ratio of the sum of fare revenues and local support to operating cost greater than one-fifth if serving an urbanized area, or one-tenth if serving a non-urbanized area, during the 1978 -79 fiscal year shall, at least, maintain that ratio in order to be eligible for additional funds pursuant to this section.*
- *Additional exclusions in calculating urban/rural farebox recovery: operating costs above the consumer price index for fuel, alternative fuel programs, power, insurance premiums and payments in settlement of claims, and state and federal mandates.*

27. Did the SCMTD operating budget increase over 15% from the prior fiscal year?

If the answer is yes, please provide a statement identifying and substantiating the reason or need for the increase in the transit operating budget in excess of 15% above the preceding year, and identify substantial increases or decreases in the scope of operations or capital provisions for major new service - (transit claimants only, if applicable).

28. Operating statistics (compare current fiscal year to date to last three full fiscal years; *TDA required performance indicators), submit items from the following list.

- Annual passengers
 - Rides/passenger trips provided by type (student, senior, adult, pass holders, etc, or however stat's kept) and amount of TDA \$ used for each type of ride
- Annual service hours
- Passengers per vehicle service hour*
- Annual service miles
- # of fixed-route miles
- Service Area – square miles
- Service Area Population
- Passengers per vehicle service mile*
- Average passengers per weekday
- Total operating costs in budget
- Operating cost per vehicle service hour*
- Total operating cost per passenger*
- Average Farebox Revenue per passenger (describe what is included)
- # of FTE employees (all employees, not just drivers)
- Vehicle Service hours/Employee*
- # of routes
- Average route length
- Average travel times/rider
- # of bus stops
- # of vehicles in operation
- # of monthly bus passes in circulation
- Max vehicles in service at any time:
- Hours of service:
- Approximate # of unduplicated passengers
- Cost per unit of service plus text about long range plans to make/keep this low
- Funds and percentage spent on administration/overhead/grantee allocation/etc
- Actual financials compared with budget
- Actual number of rides provided compared with goal and text about whether goal was met and why/why not

Definitions:

- a) "Operating cost" means all costs in the operating expense object classes exclusive of the costs in the depreciation and amortization expense object class of the uniform system of accounts and records adopted by the Controller pursuant to Section 99243. "Operating cost" excludes all subsidies for commuter rail services operated on railroad lines under the jurisdiction of the Federal Railroad Administration, all direct costs for providing charter services, all vehicles lease costs, and principal and interest payments on capital projects funded with certificates of participation.
- b) "Operating cost per passenger," means the operating cost divided by the total passengers.
- c) "Operating cost per vehicle service hour," means the operating cost divided by the vehicle service hours.
- d) "Passengers per vehicle service hour" means the total passengers divided by the vehicle service hours.
- e) "Passengers per vehicle service mile" means the total passengers divided by the vehicle service miles.
- f) "Total passengers" means the number of boarding passengers, whether revenue producing or not, carried by the public transportation system.
- g) "Transit vehicle" means a vehicle, including, but not limited to, one operated on rails or tracks, which is used for public transportation services funded, in whole or in part, under this chapter.
- h) "Vehicle service hours" means the total number of hours that each transit vehicle is in revenue service, including layover time.
- i) "Vehicle service miles" means the total number of miles that each transit vehicle is in revenue service.

- j) *"Vehicle service hours per employee" means the vehicle service hours divided by the number of employees employed in connection with the public transportation system, based on the assumption that 2,000 person-hours of work in one year constitute one employee. The count of employees shall also include those individuals employed by the operator, which provide services to the agency of the operator responsible for the operation of the public transportation system even though not employed in that agency.*

Documentation to Include with Your Claim (all TDA Claims):

All Claims

- ☐ A letter of transmittal addressed to the SCCRTC Executive Director that attests to the accuracy of the claim and all its accompanying documentation.
- ☐ Statement from the TDA Eligible Claimant indicating its role and responsibilities. Previously submitted.

Article 8 Bicycle/Pedestrian Claims

- ☐ Evidence of environmental review for capital projects
Project is exempt.

All Transit and Specialized Transportation Claims (SCMTD, CTSA, and Volunteer Center)

- ☐ A copy of the operating and capital budgets for the coming fiscal year
- ☐ Description of capital projects, including time frame over which project will be funded and implemented
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- ☐ TDA Standard Assurances Checklist

Article 4 Transit Claims

- ☐ A certification from the California Highway Patrol (completed within the last 13 months) indicating that the operator is in compliance with Section 1808.1 of the Vehicle Code.
- ☐ Other Certifications
- ☐ Written report of current and upcoming activities. (*per RTC Rules and Regulations*)

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This TDA Claim has been prepared in accordance with the SCCRTC's Budget, SCCRTC's Rules and Regulations, and Caltrans TDA Guidebook (<http://www.dot.ca.gov/hq/MassTrans/State-TDA.html>). I certify that the information provided in this form is accurate and correct. I understand that if the required information has not been provided this form may be returned and the funding allocation may be delayed.

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Signature  Title: Assistant Director Public Works Date: 11/29/22

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AGENDA: February 2, 2023

TO: Santa Cruz County Regional Transportation Commission

FROM: Luis Pavel Mendez, Deputy Director

RE: Assembly Bill 361 Findings for Virtual, Hybrid Meetings, and Remote Participation in Meetings Per Assembly Bill 2449

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) find that:

1. The RTC has reconsidered the circumstances of the current COVID-19 state of emergency; and
 2. The state of emergency continues to directly impact the ability of the members of the RTC, its committees, its staff and the public to meet safely in person; and
 3. State or local officials continue to recommend measures to promote social distancing; and
 4. Therefore, meetings of the RTC will continue to be held in a hybrid or virtual format via Zoom and meetings of RTC committees will be held virtually via Zoom.
-

BACKGROUND

In March 2020, due to the COVID-19 pandemic, Governor Newsom declared a state of emergency (will be lifted February 28, 2023.) The Governor also issued executive orders, which expired on September 30, 2021, suspending several provisions of the Brown Act to ensure that the work of government agencies could continue with virtual meetings to reduce the risk of spreading COVID-19. AB 361 took effect on October 1, 2021, allowing virtual meetings, if the declared state of emergency continues and requires that findings be made by local agencies to continue virtual and/or hybrid meetings.

On October 18, 2022 the Governor communicated that the COVID 19 pandemic state of emergency will be lifted on February 28, 2023, which would make virtual or hybrid meetings under AB361 no longer possible beginning in March 2023. AB2449 was signed into law and took effect on

January 2023, making it possible for members of a legislative body to participate in meetings remotely under very limited circumstances.

DISCUSSION

The RTC has been making the necessary AB361 findings since November 2021 to hold virtual and/or hybrid meetings. The RTC began hybrid RTC meetings on August 4, 2022. Staff plans to continue to hold hybrid RTC meetings as long as AB361 and the state of emergency are in effect (through February 2023) and regular in-person meetings beginning in March 2023. Therefore, this is expected to be the last time that the RTC makes AB361 findings. For hybrid meetings, everyone participating in person will need to abide by Santa Cruz County requirements that may be in place for wearing masks and social distancing. Anyone not participating in person may participate via Zoom. All of the meetings of RTC committees will continue to be virtual meetings via Zoom through February 2023 and will be held as regular in-person meetings, beginning in March 2023.

To continue to hold virtual and/or hybrid meetings through February 2023, the RTC must continue to make findings as required in Section 54953 of the Government Code, added by AB 361, which states:

“(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

- (A) The legislative body has reconsidered the circumstances of the state of emergency.
- (B) Any of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing.”

Therefore, staff recommends that the RTC find that RTC has reconsidered the circumstances of the current COVID-19 state of emergency; the state of emergency continues to directly impact the ability of the members of the RTC, its committees, its staff and the public to meet safely in person; and state and local officials continue to recommend measures to promote social distancing; and meetings

of the RTC will be virtual or hybrid while meetings of committees will be virtual.

Remote Participation in Meetings per AB 2449

Assembly Bill (AB) 2449 was signed into law in September 2022 and allows members of a legislative body to participate in meetings remotely under very limited circumstances. AB 2449 provides the following:

- A. A quorum of the members of the agency's legislative body must participate in person from a singular physical location within the agency's jurisdiction identified on the agenda;
- B. If a member of a legislative body wishes to participate remotely under AB 2449, that member must make a request to do so at the earliest opportunity possible, including at the start of a regular meeting, and the legislative body must take action to approve the request at the earliest opportunity.
- C. A request to participate remotely must be on the basis of a circumstance that qualifies as a "just cause" or "emergency" as defined by AB 2449:
 - 1. Just Cause Circumstance: AB 2449 defines "just cause" as:
 - a. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely;
 - b. A contagious illness that prevents a member from attending in person;
 - c. A need related to certain statutorily defined forms of physical or mental disability; or
 - d. Travel while on official business of the public agency or for another state or local agency.
 - 2. Emergency Circumstance: AB 2449 defines "emergency circumstance" as a "physical or family medical emergency that prevents a member from attending a meeting in person." The requesting member must provide a general description (not exceeding 20 words) that describes the circumstances relating to the requesting member's "emergency." The requesting member is not required to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law.
- D. The member must publicly disclose at the meeting, before any action is taken, whether any other individuals 18 years of age or older are present

in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

- E. The member must participate through both audio and visual technology.
- F. A member's remote participation may not exceed (i) three consecutive months, or (ii) 20% of a legislative body's regular meetings within a single calendar year. Also, if the legislative body regularly meets fewer than 10 times per calendar year, a member's participation from a remote location cannot be for more than two meetings total.

Staff will include a standing item on RTC meeting agendas at the beginning of every meeting starting with the RTC meeting in February 2023 for any requests that the Commissioners may make or wish to make to participate remotely due to a just cause or emergency circumstance under AB2449. Staff requests that, per AB2449, Commissioners make any requests to participate remotely in accordance with AB2449 as early as possible and provide information to the Clerk of the Board for the Commission to consider the request per the AB2449 requirements.

Regular Brown Act Meetings Starting in March 2023

For regular Brown Act meetings, all members of a legislative body attend in person at one location, unless other locations are properly posted and made available for public attendance. A legislative body can allow the public to attend from any remote location at its discretion. As was done prior to the COVID-19 pandemic, RTC staff will plan for in-person meetings to begin with the March 2023 meeting with meetings rotating throughout the county and held at the chambers or the Board of Supervisors and corresponding City Councils.

Members of the public have communicated a desire to continue the option to participate in meetings of the RTC remotely because it reduces vehicle miles traveled and provides the public greater flexibility and possibility for participating in RTC meetings. Therefore, when the meeting facility is equipped with the equipment and technology necessary for hybrid meetings, RTC will provide an option for members of the public to participate remotely via Zoom. Since the Commission has communicated the value in providing the public with remote attendance options, staff will prioritize finding locations that have the technology for remote attendance. Commissioners for commission meetings and committee members for committee meetings will need to attend in person, unless they attend from another public location, where the agenda has been posted in accordance with the Brown Act or if they have provided sufficient justification for the very limited just

cause or emergency circumstances provided for in AB 2449. Staff plans to conduct committee meetings at locations with the technology necessary for the public to participate remotely and members to attend remotely under the provisions of AB 2449.

Teleconference Meetings under the Brown Act

The Brown Act allows for regular meetings of a legislative body to be done by teleconference, if the legislative body elects to do so and meets a variety of requirements. The Brown Act states the following with regards to teleconferencing for regular meetings:

1. The legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of the Brown Act and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.
2. Teleconferencing may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:
 - a. All votes taken during a teleconferenced meeting shall be by rollcall.
 - b. The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.
 - c. The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.
 - d. The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.
 - e. The legislative body shall post agendas at all teleconference locations.
 - f. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.

- g. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction.

Provisions for teleconference attendance under the Brown Act are different than remote attendance under AB 2449. These differences, such as having a quorum at one location (AB 2449 provision), may result in complications to both allowing attendance at multiple locations and allowing members to claim an allowance to attend remotely under circumstances provided for in AB 2449.

In the past, RTC has not typically provided multiple locations for participation for Board members, due to staffing challenges. With the added challenge of the conflicting Brown Act and AB 2449 provisions for remote/teleconference attendance, staff does not plan Brown Act meetings at more than one physical location.

FISCAL IMPACT

The costs necessary to hold meetings of the RTC either as regular Brown Act meetings, virtual meetings or hybrid meetings are included in the approved RTC budget. The costs to hold Brown Act and virtual meetings of RTC committees are also included in the RTC budget. No additional fiscal impacts are anticipated for such meetings at this time.

SUMMARY

Due to the COVID-19 pandemic, the Governor declared a state of emergency and issued executive orders to allow public agencies to hold meetings virtually. The executive orders allowing virtual meetings expired and AB 361 was signed into law to allow the continuation of virtual and/or hybrid meetings as long as the state of emergency still exists and public agencies make appropriate findings. Staff recommends that the RTC make such findings to allow virtual and/or hybrid meetings of itself and its committees. The state of emergency will be lifted at the end of February 2023, no longer allowing virtual or hybrid meetings. AB2449 was signed into law allowing Commissioners the possibility to participate remotely in meetings under limited circumstances. Regular in-person meetings will resume in March 2023 at one physical location, with the option for the public to participate remotely and members to attend remotely under the provisions of AB 2449, when the meeting facility is equipped for remote participation.

AGENDA: February 2, 2023

TO: Santa Cruz County Regional Transportation Commission

FROM: Shannon Munz, Communications Specialist

RE: Santa Cruz County Measure D Taxpayer Oversight Committee

RECOMMENDATIONS

Staff recommend that the Regional Transportation Commission approve the appointments to the Measure D Taxpayer Oversight Committee of the following:

1. Appoint two new committee members representing Districts 1 & 2 to the Measure D Taxpayer Oversight Committee, and
 2. Reappoint the two current committee members representing Districts 3 & 5 to a second two-year term.
-

BACKGROUND

Measure D, the "Santa Cruz County Transportation Improvement Plan Measure," passed by more than a 2/3 majority of Santa Cruz County voters on November 8, 2016, includes a number of safeguards, audits and accountability provisions to protect Santa Cruz County taxpayers' investment. Per Section 32C of the voter approved measure, the Regional Transportation Commission (RTC), as the directors of the Measure D Authority, is responsible for forming an oversight committee tasked with the following responsibilities:

- Reviewing Expenditure Plan expenditures on an annual basis to ensure they conform to the Ordinance.
- Reviewing the annual audit and report prepared by an independent auditor, describing how funds were spent.
- Produce a publicly available Annual Report of oversight activities.

In August 2017, the RTC revised its rules and regulations to incorporate the Measure D Taxpayer Oversight Committee in the bylaws for RTC committees. In September 2018, the RTC appointed five members to the newly-formed committee for a term of two years. The committee met for the first time in March 2019 to audit the 2018 Measure D expenditure reports, in May 2020 to audit the 2019 Measure D expenditure reports, in March 2021 to audit the 2020 Measure D expenditure reports, and again in March 2022 to audit the 2021 Measure D expenditure reports.

The first terms of the original five members of the Measure D Taxpayer Oversight Committee expired in September 2020. Since then, new committee members have

been appointed as vacancies opened up. The committee currently has vacancies for committee members from Districts 1 & 2. The committee members from Districts 3 & 5 are seeking reappointment to a second two-year term. The Committee member from District 4 is in the middle of a two-year term.

DISCUSSION

The Measure D Taxpayer Oversight Committee functions best when all committee membership positions are filled. According to the committee bylaws, "Members will serve for a term of two (2) years and may be reappointed up to three (3) times. Members will not serve more than two (2) consecutive terms, if there are other eligible applicants for the position." In 2023, one year into a two-year term, the committee member representing District 2 resigned his position, and the committee member from District 1 completed a two-year term and is not seeking reappointment. This has created vacancies on the committee for Districts 1 & 2. The committee members representing Districts 3 & 5 would like to continue to serve on the committee for a second term.

RTC staff solicited applications from community members to fill the vacant positions from December 15, 2022 to January 15, 2023. During this timeframe, staff heavily promoted the application period through existing RTC channels of communication, including the RTC website, eNews, Facebook, Twitter, Nextdoor, newspaper ads, and targeted emails to community groups.

In total, 9 applications were submitted. Supervisorial District 1 received 3 applications. Supervisorial District 2 received 6 applications.

Once the application period closed, RTC staff reviewed the submitted applications and worked with District 1 Commissioner/Supervisor Manu Koenig and District 2 Commissioner/Supervisor Zach Friend on choosing two candidates to recommend to the Commission for approval to fill the vacant spots on the committee for Districts 1 & 2. Below is a summary of the applicants being nominated for appointment and reappointment with their full applications in Attachment 1.

Recommended Reappointments

- District 3: Phillip Hodsdon – Mr. Hodsdon was appointed to the committee in April 2020 to replace the previous committee member that resigned during his term. Mr. Hodsdon has lived in the City of Santa Cruz for approximately 6 years. He works in management for systems integrator company Innominds Software. He has a BS in political science from UCLA and an MBA from St. Mary's College in Finance, Marketing and Strategy.
- District 5: Andre Duurvoort – Mr. Duurvoort is a longtime Santa Cruz County resident. He previously worked in a management position for five years in a Fortune 500 company. He is currently the Sustainability Manager for the City of Cupertino where his duties include responsibility over budgeting and spending decisions for both capital improvements and operational expenses.

Recommended Appointments

- District 1: Gail Jack – Ms. Jack is a 22-year resident of Santa Cruz County. She has an MA in finance from Stanford University's Graduate School of Business. She is an independent contractor serving several small businesses in the county as a bookkeeper. Her volunteer work includes being the assistant to the chief financial officer of the Sierra Club, and previously working for several years as the treasurer of the People's Democratic Club.
- District 2: David Culver – Mr. Culver has 25 years of experience as a municipal finance director having previously worked for several cities, including the City of Santa Cruz, as the Director of Finance/Treasurer. He has a Master of Public Administration degree from the University of Colorado, Boulder and a Certificate in Accounting from California State University, San Bernadino. He is currently serving as the public member alternate on the Santa Cruz County Treasury Oversight Committee.

RTC staff recommend that the RTC reappoint the District 3 and District 5 committee members and appoint the two nominated applicants to fill the District 1 and District 2 vacancies on the Measure D Taxpayer Oversight Committee.

RTC staff feels that these applicants represent the community, and help to provide balance and diversity to the committee. The candidates range in age, are a mix of male and female, have a wide range of business experience and education, and come from different supervisorial districts for geographic diversity. The selected candidates also have different needs and interests when it comes to transportation and transportation infrastructure in the county. Additionally, they both have varying degrees of an accounting or fiscal management background.

FISCAL IMPACT

The work to recruit for and appoint members to the RTC's Measure D Taxpayer Oversight Committee does not add fiscal impacts.

SUMMARY

The Measure D Taxpayer Oversight Committee functions best when all committee membership positions are filled. In 2023, one year into a two-year term, the committee member representing District 2 resigned his position, and the committee member from District 1 completed a two-year term and is not seeking reappointment creating vacancies on the committee. From December 15, 2022 to January 15, 2023, the application period to fill the two vacancies was open. RTC staff promoted the application period through multiple communications channels across the entire county to ensure geographical, social, cultural, and economic diversity. In total, 9 applications were received. RTC staff reviewed the applications and selected two candidates to recommend to the Commission for appointment to the Measure D Taxpayer Oversight Committee.

Attachments:

1. Committee Member Applications

2023 JAN -9 PM 3:11

Application for the Santa Cruz County Measure D Taxpayer Oversight Committee



The Santa Cruz County Regional Transportation Commission (SCCRTC) invites residents of Santa Cruz County to serve on the **Measure D Taxpayer Oversight Committee (TOC)**. The Oversight Committee is responsible for the following (as set forth in the voter-approved Measure D Ordinance):

- A. Review Expenditure Plan expenditures on an annual basis to ensure that they conform to the Ordinance.
- B. Review the annual audit and report prepared by an independent auditor, describing how funds were spent.
- C. Produce a publicly available Annual Report of Oversight Activities issued to the Regional Transportation Commission with findings regarding compliance with the requirements of Measure D and its Expenditure Plan.

Meetings: Maximum of four (4) per year **Term:** Two (2) years with option for reappointment

Name: Gail H. Jack

Home Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Please provide responses to the following sections (either in this document or on a separate attachment). *(See 2nd page)*

1. **Statement of Interest:** Provide a brief statement indicating why you are interested in serving on the Measure D Taxpayer Oversight Committee.
2. **Experience:** Describe any relevant work or volunteer experience that would make you qualified for this appointment, including if you have an accounting or fiscal management background.
3. **Committee Experience:** Describe any experience you have had serving on commissions, boards, or committees, including if you are currently a member of any commissions, boards, or committees.
4. **Demographics:** The voter-approved Measure D Ordinance states that the Oversight Committee will fairly represent the "social, cultural, and economic diversity of Santa Cruz County to ensure maximum benefit for transportation users." **Describe how you are representative of Santa Cruz County residents and taxpayers.** This may include information about ethnicity, race, where you were born, first language or languages spoken at home, age, gender, if you have a disability, occupation, household income and household size, where you live (e.g. neighborhood, urban, rural, suburban, if you rent or own your home or if you are unhoused or have been in the past), etc. *(Note- you are not required to*

provide information on these demographics, but it will help the RTC measure how well committees reflect the community and meet the requirements of the Ordinance.)

Members of the Measure D Oversight Committee must be Santa Cruz County residents who are neither elected officials of any government, nor employees from any agency or organization* that either oversees or implements projects funded from the proceeds of the Measure D sales tax.

Certification: I certify that the information provided in the application is true and complete to the best of my knowledge, that I live in Santa Cruz County, that I am neither an elected official of any government agency nor an employee of any agency or organization that either oversees or implements projects funded from the proceeds of the Measure D sales tax:

Signature: _____

Date: _____

Return completed application to:

Santa Cruz County Regional Transportation Commission
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060,
or email to smunz@sccrtc.org

Measure D Information:

www.sccrtc.org/move

*Entities that oversee or implement projects funded from the proceeds of the Measure D sales tax include city or county public works departments in Santa Cruz County, Santa Cruz METRO, Lift Line, the Santa Cruz County Regional Transportation Commission (SCCRTC), Caltrans.

Responses to page 1:

1. I fully support Measure D and want to engage in a bipartisan review of spending in compliance with the Expenditure Plan to help insure the projects are finished to completion.
2. MA in finance from Stanford/University Business School, assistant to the Chief Financial Officer of the Sierra Club, several years the Treasurer of People's Democratic Club (PDC). Also independent contractor serving several small businesses in SCC as bookkeeper.
3. No committee experience
4. 22-year resident of SCCo., homeowner, born in New Jersey, Caucasian, 77-year old female now retired.

Application for the Santa Cruz County Measure D Taxpayer Oversight Committee



The Santa Cruz County Regional Transportation Commission (SCCRTC) invites residents of Santa Cruz County to serve on the **Measure D Taxpayer Oversight Committee (TOC)**. The Oversight Committee is responsible for the following (as set forth in the voter-approved Measure D Ordinance):

- A. Review Expenditure Plan expenditures on an annual basis to ensure that they conform to the Ordinance.
- B. Review the annual audit and report prepared by an independent auditor, describing how funds were spent.
- C. Produce a publicly available Annual Report of Oversight Activities issued to the Regional Transportation Commission with findings regarding compliance with the requirements of Measure D and its Expenditure Plan.

Meetings: Maximum of four (4) per year **Term:** Two (2) years with option for reappointment

Name: DAVE CULVER

Home Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Please provide responses to the following sections (either in this document or on a separate attachment).

1. **Statement of Interest:** Provide a brief statement indicating why you are interested in serving on the Measure D Taxpayer Oversight Committee.
2. **Experience:** Describe any relevant work or volunteer experience that would make you qualified for this appointment, including if you have an accounting or fiscal management background.
3. **Committee Experience:** Describe any experience you have had serving on commissions, boards, or committees, including if you are currently a member of any commissions, boards, or committees.
4. **Demographics:** The voter-approved Measure D Ordinance states that the Oversight Committee will fairly represent the "social, cultural, and economic diversity of Santa Cruz County to ensure maximum benefit for transportation users." **Describe how you are representative of Santa Cruz County residents and taxpayers.** This may include information about ethnicity, race, where you were born, first language or languages spoken at home, age, gender, if you have a disability, occupation, household income and household size, where you live (e.g. neighborhood, urban, rural, suburban, if you rent or own your home or if you are unhoused or have been in the past), etc. *(Note- you are not required to*

provide information on these demographics, but it will help the RTC measure how well committees reflect the community and meet the requirements of the Ordinance.)

Members of the Measure D Oversight Committee must be Santa Cruz County residents who are neither elected officials of any government, nor employees from any agency or organization* that either oversees or implements projects funded from the proceeds of the Measure D sales tax.

Certification: I certify that the information provided in the application is true and complete to the best of my knowledge, that I live in Santa Cruz County, that I am neither an elected official of any government agency nor an employee of any agency or organization that either oversees or implements projects funded from the proceeds of the Measure D sales tax:

Signature: David P. Culex Date: 12/22/22

Return completed application to:
Santa Cruz County Regional Transportation Commission
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060,
or email to smunz@scrtc.org

Measure D Information:
www.scrtc.org/move

**Entities that oversee or implement projects funded from the proceeds of the Measure D sales tax include city or county public works departments in Santa Cruz County, Santa Cruz METRO, Lift Line, the Santa Cruz County Regional Transportation Commission (SCRTC), Caltrans.*

David Culver Measure D TOC application

1. I have been interested in continuing my community service since retirement and relocating back to Santa Cruz County. I am interested in and follow closely the transportation policy issues in Santa Cruz County.
2. See attached Biographical Summary. Also, I have staffed a few bond issue oversight committee's during my 25 years as a municipal finance director which gives me an appreciation for taxpayer oversight.
3. I am currently serving as the public member alternate on the Santa Cruz County Treasury Oversight Commission.
4. I am a 71 year old male Caucasian who was born in Denver Colorado, own my townhome in Aptos where I live with my wife Jill.

**BIOGRAPHICAL SUMMARY
DAVID P. CULVER**

EDUCATION:

Certificate in Accounting, California State University,
San Bernardino, CA 1997

Master of Public Administration (MPA), University of Colorado,
Boulder, Colorado 1975.

Bachelor of Arts (BA), University of Northern Colorado,
Greenley, Colorado 1973.

EXPERIENCE:

City of San Mateo, California (population 105,661)

Director of Finance/Treasurer, 2010 – 2015

City of Pleasanton, California (population 70,812)

Director of Finance/Treasurer, 2006 – 2010

City of Santa Cruz, California (population 55,700)

Director of Finance/Treasurer, 1998 – 2006

City of Indio, California (population 44,200)

Director of Finance/Treasurer, 1991-1998

University of California, Riverside – Extension
Governmental Accounting Program
Instructor, 1995

City of Colorado Springs, Colorado (population 281,140)

Senior Management Analyst, 1985 – 1991

University of Colorado at Colorado Springs
Graduate School of Public Affairs
Adjunct Professor, 1987 – 1990

City of Steamboat Springs, Colorado (population 6,695)

Assistant to City Manager/Personnel Director, 1982 – 1985

City of Boulder, Colorado (population 83,312)

Assistant to City Manager, 1980 – 1982

Budget Analyst, 1978 – 1980

Application for the
Santa Cruz County Measure D Taxpayer Oversight Committee

Per voter-approved Measure D, the Oversight Committee shall:

APR 6 2018

- A. Review Expenditure Plan expenditures on an annual basis to ensure that they conform to the Ordinance.
- B. Review the annual audit and report prepared by an independent auditor, describing how funds were spent.
- C. Produce a publicly available Annual Report of Oversight Activities issued to the Regional Transportation Commission with findings regarding compliance with the requirements of Measure D and its Expenditure Plan.

Meetings: Maximum of four (4) per year Term: Two (2) years with option for reappointment

Name: Philip R Hodsdon

Address: [REDACTED]

Email: [REDACTED] Cell phone: [REDACTED]

Other Phone: n/a Supervisorial District: Santa Cruz, Ca 3

The voter approved Measure D ordinance states that the Oversight Committee will fairly represent the "social, cultural, and economic diversity of Santa Cruz County to ensure maximum benefit for transportation users." Describe how you represent the above (attach additional pages if necessary).

Dear Board,

I have lived in the city of Santa Cruz for approximately 4 years. I own my own home. My wife and I are both commuters that go over highway 17 every working day. My wife works as a school psychologist for the San Jose Unified school district and I am in management of a systems integrator, called Innominds Software, that codes Big Data software which we sell globally. I have revenue, headcount, margin, marketing and other P&L responsibilities.

I have a BS in political science from UCLA and an MBA from St. Mary's college (Finance, Marketing and Strategy). I have owned three business' in my working life and I know how to read, understand, and evaluate an audit report. I can also analyze financial pro-forma's, estimate cash flows, and mathematically model predictive financial statements. One of my current projects is working with a large Brokerage house to build predictive wealth management models for financial advisors.

I have three adult children who are out of the house, so I have the time to commit to public service. I love Santa Cruz city and the county. I am committed to upgrading the public

infrastructure of all transportation paths that county citizens choose to use. I am also an avid bike rider. I ride my bike 3-4 times a week throughout the entire county. Biking to explore the beauty of Santa Cruz is a passion of mine. I would like biking safety to expand. I am a very defensive bike rider and I am excited that the County of Santa Cruz wants to explore and invest in all kinds of transportation, from walking to biking, to light rail.

I am rapidly approaching retirement. While I still have 5 years to go, its time I gave back to the community I love so much. I have the skills to do the work. You can expect professional oversight from the business background that I have.

Describe your accounting or fiscal management background, if any

I have an MBA in business with an emphasis on Finance, Marketing, and Strategic Planning. I have owned several companies and have been responsible for the P&L, Balance Sheets, and Bank Covenants. I am quite familiar with FASB, Accounting Standards, Fiduciary responsibilities. I have never had a formal audit role in any of my business interests.

Describe your previous experience, including if you are currently a member of a commission or committee.

I sit on several committees at my church, Holy Cross: Social Justice and Housing, and I lead the Technology Office.

Members of the Measure D Oversight Committee must be Santa Cruz County residents who are neither elected officials of any government, nor employees from any agency or organization that either oversees or implements projects funded from the proceeds of the Measure D sales tax.

I certify that the above information is true and complete to the best of my knowledge and that I am neither an elected official of any government nor an employee of any agency or organization that either oversees or implements projects funded from the proceeds of the Measure D sales tax:

Signature: _____

Date: APRIL 3, 2018

Return completed application to:

Santa Cruz County Regional Transportation Commission
1523 Pacific Avenue, Santa Cruz, CA 95062, info@sccrtc.org

Measure D Information:

www.sccrtc.org/move

Application for the
Santa Cruz County Measure D Taxpayer Oversight Committee

Per voter-approved Measure D, the Oversight Committee shall:

- A. Review Expenditure Plan expenditures on an annual basis to ensure that they conform to the Ordinance.
- B. Review the annual audit and report prepared by an independent auditor, describing how funds were spent.
- C. Produce a publicly available Annual Report of Oversight Activities issued to the Regional Transportation Commission with findings regarding compliance with the requirements of Measure D and its Expenditure Plan.

Meetings: Maximum of four (4) per year Term: Two (2) years with option for reappointment

Name: Andre J Duurvoort

Address: _____

Email: _____ Cell phone: 8 _____

Other Phone: 4 [REDACTED] Supervisorial District: District 5

The voter approved Measure D ordinance states that the Oversight Committee will fairly represent the “social, cultural, and economic diversity of Santa Cruz County to ensure maximum benefit for transportation users.” Describe how you represent the above (attach additional pages if necessary).

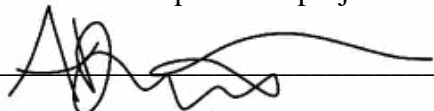
[illegible]

Describe your accounting or fiscal management background, if any

Describe your previous experience, including if you are currently a member of a commission or committee.

Members of the Measure D Oversight Committee must be Santa Cruz County residents who are neither elected officials of any government, nor employees from any agency or organization that either oversees or implements projects funded from the proceeds of the Measure D sales tax.

I certify that the above information is true and complete to the best of my knowledge and that I am neither an elected official of any government nor an employee of any agency or organization that either oversees or implements projects funded from the proceeds of the Measure D sales tax:

Signature:  Date: 4 January, 2021

Return completed application to:
Santa Cruz County Regional Transportation Commission
1523 Pacific Avenue, Santa Cruz, CA 95062, info@sccrtc.org

Measure D Information:
www.sccrtc.org/move

Summary

12 years of diverse roles in the public, private, and non-profit sectors directing sustainability efforts. I manage resources, strategy, and execution for organizations of all types and aim to grow in the fields of general management and organizational leadership. My mission is to deliver science-based and mission-aligned solutions for a resilient, clean, and inclusive operation. I practice with a broad knowledge across technical and business domains and with a people-first attitude.

Career Exposure

Board assignments | Consulting | Cross-functional leadership | Cyber security | Disclosure & reporting | Energy engineering | Procurement | P&L management | Program design & evaluation | Project executive | Relationship management | Remote & global working | Stakeholder engagement | Systems integration | Technical programs

Domains

Communications | Corporate real estate | Environmental, social & governance | Health & safety | Nonprofit | Public policy & administration | Resiliency & disaster response

My Strengths

Adaptability | Ideation | Intellection | Input | Strategic

Education

(2018) Emerging Leaders Program. Jones Lang LaSalle Corporate

(2015) Professional Certificate, Mechanical Engineering. UC Berkeley Extension

(2014) Professional Certificate, Existing Building Commissioning. PG&E Pacific Energy Center

(2007) Dual Bachelor's Degrees, Politics and Environmental Studies. UC Santa Cruz

Licensure & Professional Societies

Certified Energy Manager (CEM). Association of Energy Engineers

LEED Green Associate. US Green Building Council

Member. Association of Heating, Cooling, and Air Conditioning Engineers (ASHRAE)

Job History

Sustainability Manager. City of Cupertino

August 2019 - present

I oversee the Sustainability Division within the City Manager's office. Our team coordinates sustainability actions among internal departments, external agencies, and community organizations throughout the City and in the Silicon Valley region. My team engages in policy development and programs to support the City's Climate Action Plan.

Select project work:

- Conducted public outreach and policy development of an all-electric building ordinance or “reach code,” one of the first such laws in the US energy transition. All new developments in Cupertino will be served by clean electricity supply with few exceptions.

Director, Energy & Sustainability Services. JLL

April 2014 – August 2019 (5 years 5 months)

I served as a portfolio energy manager for several high-profile clients in the technology and financial services sectors. At JLL I took lead of a cross-functional team of professionals across the Americas, EMEA and Asia-Pacific. Recognized by clients for delivering outstanding value and rewarded with expanded scope and account renewals.

Select project work:

- Global energy & sustainability program – fortune 50 technology company (Palo Alto). Accomplished the ground-up build of a unified utilities and carbon reporting and analytics database, budget & control procedures, team training platform, and strategic plan. Also managed a \$4M/annum capital works program for energy & water efficiency projects including procurement and acting as project executive. Successfully met all KPIs in the first two years of the program.
- Acted as client representative for three megawatts of 100% renewable electric capacity with an offsite direct access contract that ensured a scheduled, known price for the Direct Access client. The wind asset was a re-powered portion of the Altamont pass turbines by Leeward Energy, claiming additional renewable capacity on the grid. <https://www.businesswire.com/news/home/20170202005430/en/Renewable-Power-Direct-Brings-Wind-Energy-Intuit>

Energy Engineer. Association for Energy Affordability

March 2012 – March 2014 (2 years 1 month)

AEA is a leading nonprofit provider of energy services, an implementer of government and utility energy efficiency programs, a weatherization agency, and a professional training organization. AEA is a leader in the decarbonization movement, and particularly in improving energy resilience and reducing energy burdens in the affordable multi-family sector.

Select project work:

- The Keys HOA, Walnut Creek: <https://www.retrofitmagazine.com/combining-smart-energy-strategies-brings-multifamily-communities-substantial-savings/>
- Delivered workshops and seminar-style talks for diverse sets of audiences from all backgrounds

Green Building Consultant. Bright Green Strategies

September 2010 – March 2012 (1 year 7 months)

Provide consulting services to clients who design and build in California, including code consulting, energy modeling, in-field HERS ratings, and green building certification such as LEED. Focus on new construction of multi-family housing developments, affordable housing, small commercial, and high-end residential.

Select project work:

- Camphora Apartments, Eden Housing (Monterey County). Provide technical services for redevelopment of a 44-unit farmworker labor camp.

Analyst/Energy Auditor. RetroCom Energy Strategies

August 2008 – August 2010 (2 years 1 month)

Perform a wide range of duties and field work to support energy engineers improve the performance of commercial and biotech facilities. Duties including field measurement & monitoring with data loggers, setting up and analyzing BMS trends, HVAC system profiling, utility bill and data analysis.

TO: Regional Transportation Commission
FROM: Tommy Travers, Transportation Planner
RE: Bicycle Advisory Committee Membership Appointment

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) receive the appointment of Brad Kava to serve as primary representative for District 2 on the Bicycle Advisory Committee.

BACKGROUND

Seats on the Regional Transportation Commission's Bicycle Advisory Committee correspond to City and Supervisorial District seats on the Regional Transportation Commission (RTC). Commissioners of the four cities may nominate individuals for Committee and RTC consideration. Commissioners of the five Supervisorial Districts may appoint representatives directly. Two additional seats for Bike to Work and the Community Traffic Safety Coalition also exist, and appointments are made by the respective organization. Seats for the Bicycle Committee are for four-year terms (Supervisorial Districts) or three-year terms (all others). Each seat has a primary (voting) and an alternate representative. The Bicycle Advisory Committee's description, role and membership are in the 2022 RTC Rules and Regulations available on the RTC website.

DISCUSSION

In October 2023, the primary representative for District 2, Kathleen Bortolussi, resigned. RTC staff updated its website and included a flyer about vacancies on the committee at outreach events. Staff did not have any recent applications from people either applying for or living in the district. One new application was received and shared with Commissioner Friend, who appointed Brad Kava to the Committee via email to staff in December 2022.

With the District 2 vacancy filled by Commissioner Friend, there is only one remaining vacancy: Alternative representative for Scotts Valley. Staff continues to seek applicants to fill this vacancy and welcomes recommendations from Commissioners. The application and more information about the Committee are available on the RTC webpage <https://sccrtc.org/meetings/bike-committee/>.

A current roster is included as Attachment 1.

As communicated by Commissioner Friend, staff recommends that the RTC receive the appointment of Brad Kava to serve on the Bicycle Advisory Committee as primary representative for District 2.

FISCAL IMPACT

None.

SUMMARY

Due to a resignation, a vacancy was created for the primary representative for District 2. Commissioner Friend made a new appointment. Staff recommends that the RTC receive the appointment.

Attachment:

1. December 2022 Bicycle Advisory Committee Roster

Bicycle Advisory Committee Membership Appointments

December 2022 Bicycle Advisory Committee Roster

Members	Representing	Alternate
Scott Roseman	County of Santa Cruz-District 1	Corrina McFarlane
Brad Kava*	County of Santa Cruz-District 2	John Hunt
Sally Arnold	County of Santa Cruz-District 3	Peter Scott
Anna Kammer	County of Santa Cruz-District 4	Liz Hernandez
Rick Hyman	County of Santa Cruz-District 5	Theresia Rogerson
Paula Bradley	City of Capitola	Mike Moore
Matt Farrell	City of Santa Cruz	Grace Voss
Richard Masoner	City of Scotts Valley	Vacant
Gina Cole	City of Watsonville	Drew Rogers
Amelia Conlen, Chair	Bike to Work	Matt Miller
Leo Jed	Community Traffic Safety Coalition	Arnold Shir

*New appointment

AGENDA: February 2, 2023

TO: Regional Transportation Commission (RTC)

FROM: Yesenia Parra, Administrative Services Officer

RE: Committee Appointments: Budget and Administration/Personnel; California Association of Councils of Government (CALCOG); Coast Rail Coordinating Council (CRCC)

RECOMMENDATIONS

Staff recommends that by February 15, 2023 Commissioners communicate individual preferences to the RTC Chair or Executive Director regarding serving on the RTC's Budget and Administration /Personnel Committee; the California Association of Councils of Government (CALCOG); or the Coast Rail Coordinating Council (CRCC). Staff also recommends that Commission provide concurrence to an interim appointment to the CRCC to serve until March 2, 2023, due to a vacancy.

BACKGROUND

Currently, the Budget and Administration/Personnel Committee is the RTC's only standing committee. The RTC rules and regulations state:

"Commissioner appointments to committees shall be made annually at the March Commission meeting by the Chair with concurrence of the Commission. When a Commissioner vacancy on a Committee is created, the Commission Chair shall make an interim appointment with concurrence of the Commission at the next meeting."

The Regional Transportation Commission holds a membership in CalCOG. CalCOG provides public policy advocacy and intergovernmental coordination with the state legislature, state agencies, the League of California Cities, California State Association of Counties, California's Congressional Delegation and federal officials (**Attachment 2**).

The RTC has also appointed a representative to the Coast Rail Coordinating Council (CRCC). The CRCC advocates for increased passenger rail service between Los Angeles and the San Francisco Bay Area and has been successful in securing regular intercity passenger rail service between Los Angeles and San Luis Obispo (**Attachment 3**).

The RTC has historically requested that Commissioners inform the Commission Chair or Executive Director of their interest in serving on a committee.

DISCUSSION

Regional Transportation Commission Roster:

Attachment 1 is the 2023 Santa Cruz County Regional Transportation Commission roster. Please review the attached roster (**Attachment 1**) and inform staff of any needed corrections. The Santa Cruz Metropolitan Transit District (METRO) has received nominees to serve on the RTC for 2023 and is scheduled to make its appointments at its February 24, 2023 meeting. Once the METRO representatives have been appointed, staff will inform the RTC and post a final RTC roster on its website: www.sccrtc.org.

Budget and Administration/Personnel Committee

The Budget & Administration/Personnel Committee serves to review and monitor issues relating to the budget, work program, and other administrative and personnel functions of the RTC and makes recommendations to the Commission regarding such items. The committee also functions as the Personnel Committee to review personnel matters. According to the RTC rules and regulations, the membership of the committee is to be composed of the Commission Chair and up to 5 other Commissioners. A Commissioner may be designated to serve in lieu of the Commission Chair. **Attachment 4** is the 2023 meeting schedule.

The 2022 roster of the Budget and Administration/Personnel Committee was:

Member	Alternate
Manu Koenig	Amy Miyakusu
Ryan Coonerty	Andy Schiffrin
Zach Friend	Robert Quinn
Greg Caput	Felipe Hernandez
Bruce McPherson	Virginia Johnson
Eduardo Montesino	Lowell Hurst

California Association of Councils of Governments (CALCOG)

CalCOG delegates are typically appointed annually. CalCOG member agencies elect delegates to serve at CalCOG's annual Regional Issues Forum and occasional delegates meetings, where CalCOG policies and priorities are discussed and adopted. At these forums, there are presentations and discussions on transportation, legislation, local and regional planning and financing issues. Commissioner Zach Friend is RTC's current appointee.

The meeting schedule is included as **Attachment 5** and starting in March, there may be travel associated with attending meetings.

Coast Rail Coordinating Council (CRCC)

The CRCC only meets every 3 months CRCC membership is composed of representatives from the San Luis Obispo Council of Governments (SLOCOG), Santa Barbara County Association of Governments (SBCAG), Santa Cruz County Regional Transportation Commission (SCCRTC), Transportation Agency for Monterey County (TAMC) and the Ventura County Transportation Commission (VCTC). Other participating staff agencies include: Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN) and California Department of Transportation (Caltrans). The mission of the CRCC is to improve the frequency, speed, reliability, and ease of use of passenger trains on the coastal route between Los Angeles and San Francisco.

RTC can appoint both a primary and an alternate. Jacques Bertrand was RTC's appointee for 2022 and there was no alternate appointed. The RTC will need to appoint a Commissioner to be a primary member and possibly also a Commissioner to serve as an alternate member on this Council. The meeting schedule is included as Attachment 6 and starting in May, there may be travel associated with attending meetings. Any Commissioner interested should contact the Commission Chair or the RTC Executive Director by February 15, 2023.

Staff recommends that Commissioners wishing to be appointed or reappointed to the Budget and Administration/Personnel committee, the Coast Rail Coordinating Council (CRCC), or the California Association of Councils of Government (CALCOG) inform the RTC Chair or Executive Director by February 15, 2023. Appointments will be made at the March RTC meeting.

Jacques Bertrand is no longer serving on the RTC. Therefore, RTC's CRCC position is vacant, and the Chair can appoint an interim member. That interim appointment would serve until the annual appointments in March. Chair Koenig has indicated that he would like to appoint Commissioner Alex Pedersen as an interim member of the CRCC.

Staff recommends that the Commission provide concurrence to the Chair's appointment of Alex Pedersen as RTC's interim member of the CRCC.

SUMMARY

The RTC has one standing commissioner committee, the Budget and Administration /Personnel Committee (B&A/P) and is a member of CALCOG and the CRCC. Staff recommends that by February 15, 2023 individual Commissioners inform the Chair or Executive Director of their interest in continuing to serve on or being newly appointed to the Budget and Administration/Personnel Committee or appointed to CALCOG or the CRCC. Due to a vacancy, the Chair has appointed Commissioner Alex Pederson to represent RTC on the CRCC as an interim member.

Attachments:

1. Attachment 1: 2023 Santa Cruz County Regional Transportation Commission (RTC) roster
2. Attachment 2: California Association of Council of Governments (CALCOG) Mission
3. Attachment 3: Coastal Rail Coordinating Council (CRCC) Mission
4. Attachment 4: B&A/P 2023 Meeting Schedule
5. Attachment 5: CALCOG 2023 Meeting Schedule
6. Attachment 6: CRCC 2023 Meeting Schedule

2023 RTC Commissioner Roster

Representing	Commissioners (13)	Alternates*
SC County, 1 st District <i>Live Oak, Pleasure Point, Soquel, Happy Valley, parts of Summit</i>	Manu Koenig – Chair Manu.koenig@santacruzcounty.us (831) 454-2200	Shane Mckeithen
SC County, 2 nd District <i>Aptos, La Selva, Seacliff, Corralitos, parts of Freedom, Capitola, Watsonville</i>	Zach Friend Zach.friend@santacruzcounty.us (831) 454-2200	Robert Quinn
SC County, 3 rd District <i>Bonny Doon, Davenport, Santa Cruz, UCSC</i>	Justin Cummings Justin.cummings@santacruzcounty.us (831) 454-2200	Andy Schiffrin
SC County, 4 th District <i>Greater Pajaro Valley, Watsonville, Aromas, 152</i>	Felipe Hernandez Felipe.hernandez@santacruzcounty.us (831)454-2200	Maria Orozco
SC County, 5 th District <i>San Lorenzo Valley, Scotts Valley</i>	Bruce McPherson Bruce.mcpherson@santacruzcounty.us (831) 454-2200	Virginia (Gine) Johnson
City of Santa Cruz	Sandy Brown Sbrown@cityofsantacruz.com (831) 420-5020	Fred Keeley
City of Capitola	Alexander Pedersen apedersen@ci.capitola.ca.us (530) 574-3398	Joe Clarke
City of Watsonville	Eduardo Montesino Eduardo.montesino@cityofwatsonville.org (831) 768-3001	Casey Clark
City of Scotts Valley	Randy Johnson Rlj12@comcast.net (831) 438-0633	Jack Dilles
Santa Cruz Metropolitan Transit District (METRO)	Ari Parker ari.parker@cityofwatsonville.org (831) 235-2567	Shebreh Kalantari- Johnson, Larry Pageler, Donna Lind
Santa Cruz Metropolitan Transit District (METRO)	Kristen Brown – Vice Chair thekristenbrown@gmail.com (831)475-7300	Shebreh Kalantari- Johnson, Larry Pageler, Donna Lind
Santa Cruz Metropolitan Transit District (METRO)	Mike Rotkin Openup@ucsc.edu (831) 345-8469	Shebreh Kalantari- Johnson, Larry Pageler, Donna Lind
Caltrans District 5 (Ex-Officio)	Richard Rosales richard.rosales@dot.ca.gov (805) 549-3127	Scott Eades, Brandy Rider

*See next page for Alternate e-mail addresses

Alternate email addresses

Andy Schiffrin – andy.schiffrin@santacruzcounty.us

Brandy Rider – brandy.rider@dot.ca.gov

Donna Lind – dlind@scottsvally.gov

Fred Keeley – fkeeley@cityofsantacruz.com

Jack Dilles – jackdilles@gmail.com

Joe Clarke – joecclarke@ci.capitola.ca.us

Mario Orozco – orozco.maria.r@gmail.com

Larry Pageler – larry.pageler@gmail.com

Robert Quinn – robertpquinn1@gmail.com

Scott Eades – scott.eades@dot.ca.gov

Shane Mckeithen – shane.mckeithen@santacruzcounty.us

Shebreh Kalantari-Johnson – skalantari-johnson@cityofsantacruz.com

Virginia Johnson – gine.johnson@santacruzcounty.us

CALCOG

Our Mission

We work for and on behalf of regional governments in California. We serve *our* regional members so that they can better serve *their* local cities and counties.

We recognize that each region in California is unique. But all can learn from the experience of others. We are dedicated to ensuring the success of our 46 member agencies by facilitating communication and information sharing between our members, local officials, state and federal agencies, involved stakeholders, and the public.

In addition, our work program also includes:

- A consensus-based advocacy program that targets high priority Legislation in which our members have a common interest.
- Facilitate member meetings and conferences designed to share information and encourage peer-to-peer learning.
- Coordinate government-to-government communications between state, regional, and local governments as it relates to implementing policy, including transportation, housing, and climate change.
- Provide general educational information to interested stakeholders, governmental partners, and the public the structure, role, constraints, and opportunities for effective regional governance.
- As the only entity that counts all 18 of the state's Metropolitan Planning Organizations amongst its membership, focus on SB 375 (requiring regions to achieve a greenhouse gas reduction target within their transportation planning process).
- Coordinate transportation policy implementation with Caltrans, the California Transportation Commission, and California State Transportation Agency. California is a leader in devolving authority to make decisions at the regional level. But with that duty comes a responsibility to work with the state to assure that state goals are met.

Regardless of the issue, our members are all public agencies striving to deliver high quality, cost effective services to their own member local governments. But there are commonalities in their organization responsibilities—like public education related to regional roles and responsibilities, effective board governance, staff, and understanding new developments and technologies. CALCOG was founded to facilitate these discussions among members so that all could provide better service to their own constituencies.



The Coast Rail Coordinating Council (CRCC) is a coalition of regional transportation planning agencies focused on improving passenger rail service along the Coast Corridor between Los Angeles and San Francisco/San Jose.

The Coast Route offers the only single-seat passenger rail service between the two largest metropolitan areas in California, but no state-supported rail service operates between these two regions.

WHO IS THE CRCC?

In October of 2018, the San Luis Obispo Council of Governments (SLOCOG), Santa Barbara County Association of Governments (SBCAG), Santa Cruz County Regional Transportation Commission (SCCRTC), Transportation Agency for Monterey County (TAMC), and Ventura County Transportation Commission (VCTC) formalized their relationship through a Memorandum of Understanding establishing themselves as the CRCC.

The mission of the CRCC is to improve the frequency, speed, reliability, and ease of use of passenger trains on the coastal route between San Francisco and Los Angeles.

PROPOSED RAIL SERVICES

- **New LA-SF/San Jose Connection**
 - Estimated annual incremental ridership: 100,900
 - Projected annual operating cost: \$7.2M
 - Projected annual revenue in first year: \$3.8M
 - Projected annual cost: \$3.2M
- **Santa Barbara-Ventura Commuter Rail**
 - Estimated annual ridership: 200,000
 - Projected annual VMT reduction: 6 million
- **Monterey County Rail Extension**
 - Estimated annual ridership: 112,000
 - Projected 66% farebox recovery ratio
 - Projected to reduce carbon monoxide by 40 tons and carbon dioxide by 34 tons, both annually.
- **Monterey Branch Line Light Rail**
- **Santa Cruz Branch Rail Line**



Facts about the corridor:

- 150,000 vehicles per day travel the corridor.
- \$6.5 billion (and growing) worth of agricultural production per year - one of the largest values in California and the nation.
- 25,000 military personnel and employees at 6 military bases, deemed essential of the nation's defense.
- \$5 billion tourism industry with some of the country's most premier tourist destinations.
- 100,000 students enrolled at 12 colleges and universities, including University of California Santa Barbara, Cal Poly San Luis Obispo, California State University Monterey Bay Area, and California State University Channel Islands.

INTER-REGIONAL RAIL INITIATIVES BACKGROUND

NEW LA-SF/ SAN JOSE

The new LA-SF/San Jose, an extension of the existing Pacific Surfliner service north, fills the gap in intercity rail service between San Francisco and Los Angeles. The CRCC has been working to improve the frequency and speed of passenger trains along this coastal route. The *2018 California State Rail Plan* identifies this coastal route as an emerging corridor. Additionally, Caltrans has included this service in its *Passenger Rail Program Report* and Amtrak has incorporated the service into its strategic plan improving California's rail corridors. Connecting San Francisco and Los Angeles along the scenic coastal route will serve businesses, commuters, and visitors alike, in addition to supporting economic development at stations along the route.

SB-VENTURA CORRIDOR

The SBCAG Board has adopted a strategic plan to address the traffic congestion facing travelers on US 101 between Ventura and Santa Barbara counties. The *101 in Motion Plan* calls for a "Lane and Train" strategy, which will connect the two regions by creating a 16-mile peak hour HOV lane and a commuter rail service that will serve residents of Ventura County who work in South Santa Barbara County. The freeway project has received significant SB 1 funding, planning for commuter rail service is well underway, and both projects are being funded by Santa Barbara County's local transportation measure. With US 101 as the only connection between these two counties, the rail corridor is the only alternative to the freeway for the 15,000 commuters traveling between the two counties during peak hour.

MONTEREY COUNTY RAIL

TAMC proposes to extend passenger rail service from Santa Clara County south to Salinas. This transformative project will revitalize the downtown Salinas train station and create new multimodal transportation hubs for the disadvantaged communities of Pajaro and Castroville. These multimodal stations will be served by new passenger rail service and bus transit that will provide peak period connections for the residents of Salinas and their northern neighbors in Monterey County, Monterey Peninsula, and Santa Cruz County, to access Silicon Valley, San Jose, the greater San Francisco Bay Area, and Sacramento. The *2018 California State Rail Plan* includes the Monterey County Rail Extension Project in the near-term (2022) scenario.

HOW CAN WE MAKE PROGRESS THIS YEAR?

- Support state legislative effort to pick up and drop off passengers on Amtrak intercity thruway bus routes without requiring passengers to have a train ticket as part of their trip (SB 742)
- Applied for and received approx. \$2.2 million in State Rail Assistance funding (SB 1) to support a Coast Rail Service Implementation Plan and temporary passenger platform for King City
- Pursue Transit and Intercity Rail Capital Program (TIRCP) funding

CRCC FACILITATING AGENCY: SAN LUIS OBISPO COUNCIL OF GOVERNMENTS
CONTACT: ANNA DEVERS, ADEVERS@SLOCOG.ORG, 805.781.4462

2023 Budget and Administration/Personnel Committee Meeting Schedule

Meeting Date	Meeting Location	Meeting Time
Thursday, February 9	Virtual-CANCELLED	3:00 p.m.
Thursday, March 9	Virtual	3:00 p.m.
Thursday, April 13	Virtual	3:00 p.m.
Thursday, June 10	Virtual	3:00 p.m.
<i>July</i>	No Meetings	
Thursday, September 14	TBD	3:00 p.m.
Thursday, November 9	TBD	3:00 p.m.

Staff: Yesenia Parra



Board Calendar for 2023

Jan 17 (10 am to 12 pm): **CDAC**: (Administrative issue update; some legislative). **Virtual**

Jan 27 (2:00 to 3:30). **Board** Update Briefing. **Virtual**

March 5-7. Regional Leadership Forum. **In Person**, Riverside

March 7. (1 to 3 pm) Board Meeting. **In Person**, Riverside.

April 20: **CDAC** Policy Update (Legislative & Administration): **Virtual**

May 17: (Tentative**: 10 am to 4 pm). **Board/CDAC Policy Meeting In Person**. (Include Meetings with State Agency Leaders; key Legislators) CDAC and Board.

May 17: (evening). **CARL Cohort graduating ceremony** at the Awards Dinner hosted by the California Transportation Foundation (Sacramento). **In Person**.

June 5: (3:00 pm to 4:30 pm) Board Business Meeting (Budget). **Virtual**

August 7: (2 to 4 pm). **COG Directors Group (CDAC)**. (Late Leg. Session Check-in). **Virtual**

August 14: (2 to 3 pm). **Board**. Hold: Late Session Policy Meeting (if needed). **Virtual**

September 22: (2:00 to 3:30 pm). **Board** Update Briefing. **Virtual**

September 27: (10 am to 12 pm). **COG Directors Group (CDAC)** Update Briefing. **Virtual**

November 2 & 3: Fall **Board** Meeting and Retreat. **In Person** (TBD)

December 14: **Board &/or CDAC**: Policy Update (Hold: use if needed) **Virtual**

*** Subject to a number of issues, including potentially collaborating with the Self Help Counties Coalition, who is also seeking to host a legislative policy day. Given the large overlap in our membership, CALCOG staff will confer about possibility of hosting one event or whether the focus areas will be different enough to warrant two events.*



Meeting Schedule

Updated 1/14/21 *(subject to change)*

WORKING GROUP CALL Friday, January 15, 2021	Conference Call	8:30-9:30
WORKING GROUP CALL Friday, February 19, 2021	Conference Call	8:30-9:30
POLICY MEETING Friday, March 19, 2021	Conference Call	TBD
WORKING GROUP CALL Friday, April 16, 2021	Conference Call	8:30-9:30
WORKING GROUP CALL Friday, May 21, 2021	Conference Call	8:30-9:30
POLICY MEETING Friday, June 18, 2021	Conference Call*	TBD
WORKING GROUP CALL Friday, July 16, 2021	Conference Call	8:30-9:30
WORKING GROUP CALL Friday, August 20, 2021	Conference Call	8:30-9:30
POLICY MEETING Friday, September 17, 2021	Conference Call*	TBD
WORKING GROUP CALL Friday, October 15, 2021	Conference Call	8:30-9:30
WORKING GROUP CALL Friday, November 19, 2021	Conference Call	8:30-9:30
POLICY MEETING Friday, December 10, 2021	Conference Call*	TBD

* We may try to hold these meetings in person, depending on what the pandemic looks like at this point.

Additional meeting(s) may be added subject to need.

1. Most meetings are scheduled for the 3rd Friday of the month. If significant conflicts occur, it is rescheduled.
2. Policy meetings occur 4-5 times per year; Working Group meetings are monthly conference calls on the 3rd Friday.
3. Meetings will be canceled one month in advance as necessary

Contact: Anna Devers 805-781-4462, adevers@slocog.org

Three Month Meeting Schedulewww.sccrtc.org/meetings/**RTC 02/02/2023**

February 2023- April 2023

Note: All meetings are subject to cancellation when there are no action items to be considered.

Date	Day	Meeting Body	Time	Place
02/02/23	Thu	Regional Transportation Commission	9:00am	County BOS & Zoom
02/09/23	Thu	Budget & Admin/Personnel CANCELLED	N/A	N/A
02/13/23	Mon	Bicycle Advisory Committee	6:00pm	Zoom
02/14/23	Tue	Elderly & Disabled TAC	1:30pm	Zoom
02/16/23	Thu	Interagency Technical Advisory Committee	1:30pm	Zoom
Feb or March	TBD	Measure D Taxpayer Oversight Committee	TBD	TBD
03/02/23	Thu	Regional Transportation Commission	9:00am	County BOS
03/09/23	Thu	Budget & Admin/Personnel	1:30pm	Zoom
03/15/23	Wed	Safe on 17 Taskforce	10:00am	Zoom & San Jose CHP
03/16/23	Thu	Transportation Policy Workshop	9:00am	Zoom
03/16/23	Thu	Interagency Technical Advisory Committee	1:30pm	RTC Office
04/06/23	Thu	Regional Transportation Commission	9:00am	Watsonville
04/10/23	Mon	Bicycle Advisory Committee	6:00pm	RTC Office
04/11/23	Tue	Elderly & Disabled TAC	1:30pm	RTC Office
04/13/23	Thu	Budget & Admin/Personnel	1:30pm	TBD
04/20/23	Thu	Transportation Policy Workshop	9:00am	TBD
04/20/23	Thu	Interagency Technical Advisory Committee	1:30pm	RTC Office

- Zoom – See agenda for log-in information.
- RTC Office – 1101 Pacific Ave, Suite 250, Santa Cruz, CA
- County BOS – 701 Ocean St., 5th Floor, Santa Cruz, CA
- Watsonville Chambers – 275 Main St., 4th Floor, Watsonville, CA
- San Jose CHP – 2020 Junction Ave. San Jose, CA 95131

Correspondence Log (11/21/22-01/23/23)

RTC 02/02/2023

TO							From			Link to full comments
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
11/18/22	Email	Incoming	S.Munz 11.29.2022	Shannon	Munz	SCCRTC	Christine	Otakan	Resident	When the ROW phase is expected to begin for RTC24GSC?
11/23/22	Email	Incoming	S.Munz 1.23.2023	Shannon	Munz	SCCRTC	Dana	Juncker	Cruz Properties	Creating a bus stop at Hwy 17/Summit Rd.
11/28/22	Email	Incoming	S.Munz 11.30.2022 (phone)	Shannon	Munz	SCCRTC	Andre	Wesley	Resident	I am interested in purchasing the Santa Cruz Bay Railroad outright appraised value
11/29/22	Email	Incoming	K.Corwin 11.29.2022	Tommy	Travers	SCCRTC	Mark	Mesiti-Miller	Friends of the Rail and Trail	Comment on item 7, 12/1/2022 RTC meeting agenda
11/30/22	Email	Incoming	N/A	RTC		SCCRTC	Debbie	Bulger	Mission Pedestrian	CC'd on correspondence to Caltrans D5: Appreciation for recent light replacements at crosswalks on Mission at King Street
11/30/22	Email	Incoming	K.Corwin 11.30.2022	Sarah	Christensen	SCCRTC	Jose	Martinez	Resident	(late) comment on item 20, Dec 1, 2022 RTC Meeting
11/30/22	Email	Incoming	K.Corwin 1.20.2023	Yesenia	Parra	SCCRTC	Megan	Sarrai	Farmers Insurance Subrogation & Recovery Law Firm	Claim for Damages - DOL 12/30/21 (First Insurance Claim #5015133611): Please provide a status on this matter as I have not received a response to my email or the attached letter.
11/29/22	Email	Outgoing	N.Merrill 12.6.2022	Nina	Merrill	Valley Water Dam Safety Program	Shannon	Munz	SCCRTC	Response to Request for Emergency Action Planning Contact
12/05/22	Email	Outgoing	n/a	Interested	Parties	ITAC	Rachel	Moriconi	SCCRTC	Caltrans Division of Local Assistance - Overview of New and Existing Funding Opportunities Webinars
12/05/22	Email	Incoming	C.Convisser 12.20.2022	Yesenia	Parra	SCCRTC	Christine	Otakan	Resident	Public Records Request
12/05/22	Email	Incoming	K.Corwin 12.7.2022	RTC		SCCRTC	Debbie	Bulger	Mission Pedestrian	Sidewalk at 655 High St.
12/06/22	Email	Incoming	S.Munz 12.07.2022 (phone)	Shannon Munz	Luis Mendez	SCCRTC	Nina	Merrill	Valley Water Dam Safety Program	Request for clarification regarding railroad operator on the Watsonville railroad
12/06/22	Email	Incoming	T.Travers 1.24.2023	Tommy	Travers	SCCRTC	Denise	Tu	Balance Hydrologics	Could you verify the traffic count data is number of one-way trips on the day(s) of the study?

TO							From			
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
12/05/22	Email	Incoming	N/a	Yesenia	Parra	SCCRTC	Marguerite	Pierson	Resident	Resume - Active Transportation Planner
12/08/22	Contact us form	Incoming	K.Corwin 12.9.2022	Rail	Maintenance	SCCRTC	Carm	A	Resident	Report of pedestrian light out at Fair St and trash accumulation at the bridge between Natural Bridges Way and Swift
12/08/22	Email	Incoming	K.Corwin 12.9.2022	Jason	Thompson	SCCRTC	Debbie	Bulger	Mission Pedestrian	Re: Follow up to Sidewalk at 655 High St.
12/08/22	Email	Incoming	A.Naranjo 1.24.2023	Amy	Naranjo	SCCRTC	Deborah	Benham	Resident	"Safe on 17" Task Force: recommendation
12/09/22	News Release	Incoming	n/a	RTC		SCCRTC	Alexa	Bertola	Caltrans D5	California Awards \$1 Billion for Walking and Biking Projects in Disadvantaged Communities, Invests \$878 Million for Transportation Infrastructure
12/09/22	Email	Incoming	K.Corwin 12.12.2022	RTC		SCCRTC	Pall	Marten	Resident	Request RR Maintenance in the "Lost Boys" area weekly or monthly
12/09/22	Contact us form	Incoming	K.Corwin 12.12.2022	Sarah	Christensen	SCCRTC	Bradley	Poroli	Tensar	Request to set up a lunch presentation for your engineering staff
12/13/22	Email	Incoming	K.Corwin 12.14.2022	RTC		SCCRTC	Scott	Roseman	Resident	Article: DC unveils bold plan to boost public transit
12/14/22	Email	Incoming	n/a	Shannon	Munz	SCCRTC	Danielle	Squires	Alstom	Santa Cruz Electric Vehicle Rail Plan - Alstom Vehicle offerings
12/14/22	Email	Incoming	K.Corwin 12.14.2022	Shannon	Munz	SCCRTC	Ben	Vernazza	Resident	Re: Third Application to be member of the OVERSIGHT COMMITTEE
12/19/22	Email	Incoming	T.Travers 12.20.2022	Tommy	Travers	SCCRTC	Grace	Voss	Resident	BAC meeting location for Aug 12?
12/20/22	Email	Incoming	R.Moriconi 12.26.2022	Rachel	Moriconi	SCCRTC	Parker	Friederich	Cal Governor's Office of Planning and Research	Request for Involvement in OPR General Plan Guidelines Update
12/16/22	Email	Incoming	K.Corwin 12.20.2022	Guy	Preston	SCCRTC	Iwalani	Faulkner	Equity Transit	Regarding the \$115.8 Million Award from the CTC - Thank you!

TO							From			
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
12/20/22	Email	Incoming	S.Munz 12.16.2022	Shannon	Munz	SCCRTC	Wayne	Thompson	Pacific Paleontology	Questions re: North Coast Rail Trail Project
12/20/22	Email	Incoming	K.Corwin 12.22.2022	RTC		SCCRTC	Kyle	Carter	Resident	We approved measure D 6 years ago and you still haven't started construction of widening highway 1
12/24/22	Email	Incoming	K.Corwin 12.27.2022	RTC		SCCRTC	JT	Rueppel	Resident	Questions regarding the Highway 1 Bus-on-Shoulder auxiliary lanes concept
12/26/22	Email	Incoming	K.Corwin 12.27.2022	RTC		SCCRTC	Cheryl	Dyck	Resident	Request for PDF bike map
12/20/22	Email	Outgoing	L.Bugriyev 12.28.2022	Lilia	Bugriyev	Euro-Style Management	Cindy	Convisser	SCCRTC	Notice of Intent to Award - Pajaro Bridge Rehabilitation Project
12/29/22	Email	Incoming	n/a	Tommy	Travers	SCCRTC	Matt	Miller	Ecology Action	Thank you for helping Ecology Action's mission
01/03/22	Email	Incoming	K.Corwin 1.4.2022	Amanda	Marino	SCCRTC	Debbie	Bulger	Resident	Dangerous by Design
01/03/22	Email	Incoming	n/a	Sarah	Christensen	SCCRTC	Leo	Nieblas	Willscot Mobile Mini	Offer to rent a mobile office trailer for Highway 1 Auxiliary Lanes Project
01/05/23	Email	Incoming	n/a	Shannon	Munz	SCCRTC	Christina	Watson	Transportation Agency for Monterey County	WTS Scholarship Announcement
01/09/23	Email	Incoming	C.Convisser 1.10.2023	RTC		SCCRTC	Rick	Longinotti	Resident	Public Records Request for Application for Cycle 3 SB 1 grants that are summarized on the RTC website
01/08/23	Email	Incoming	K.Corwin 1.10.2023	RTC		SCCRTC	Gene	Wood	Resident	Money talks: comments on rail trail funding & passenger rail costs
01/08/23	Email	Incoming	K.Corwin 1.10.2023	Krista	Corwin	SCCRTC	Jean	Brocklebank	Resident	Inaccurate link on the website to Commissioner Hernandez's email address
01/08/23	Email	Incoming	n/a	Amanda	Marino	SCCRTC	Bennett	Williamson	Resident	CC'd on correspondence to Board of Supervisors re: two related pedestrian advocacy items
01/09/23	Email	Incoming	n/a	Cindy	Convisser	SCCRTC	Maintenance	Account	MCM Diversified	Storm Prep Memo

TO							From			
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
01/08/23	Email	Incoming	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Sandy	Skees	Resident	Comment on Rail Car Storage
01/10/23	Email	Incoming	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Heather	Braga	Resident	Comment on Rail Car Storage
01/08/23	Email	Incoming	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Jack	Brown	Resident	Comment on Rail Car Storage
01/09/23	Email	Incoming	K.Corwin 1.10.2023	RTC		SCCRTC	Ann	McKenzie	Resident	Save Santa Cruz Trees: Comments on the proposed destruction of trees along the Segment 9 Rail Trail Corridor
01/09/23	Contact us form	Incoming	K.Corwin 1.10.2023	RTC		SCCRTC	Ann	McKenzie	Resident	Comments on the proposed destruction of over 400 trees along segment 9 of the rail and trail projects
01/06/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Jack	Brown	Resident	Comment on Rail Car Storage
01/06/23	Email	Incoming	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Liz	Ruggles	Resident	Comment on Rail Car Storage
01/06/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Jean	Anderson	Resident	Comment on Rail Car Storage
01/07/23	Email	Incoming	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Joni & Dan	Steele	Resident	Comment on Rail Car Storage
01/07/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Doug	Huskey	Resident	Comment on Rail Car Storage
01/07/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Mary	Talpas	Resident	Comment on Rail Car Storage
01/07/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Katrina	Rogers	Resident	Comment on Rail Car Storage
01/07/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Rob	Martin	Resident	Comment on Rail Car Storage

TO							From			
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
01/07/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	John	Benza	Resident	Comment on Rail Car Storage
01/07/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	John	Balawejder	Resident	Comment on Rail Car Storage
01/07/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	William	Martin	Resident	Comment on Rail Car Storage
01/07/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Carmen	Bryant	Resident	Comment on Rail Car Storage
01/08/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	David	Ross	Resident	Comment on Rail Car Storage
01/08/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Joe	Morici	Resident	Comment on Rail Car Storage
01/09/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Stephanie	Gelman	Resident	Comment on Rail Car Storage
01/09/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Buzz	Anderson	Resident	Comment on Rail Car Storage
01/09/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Michael	Vickers	Resident	Comment on Rail Car Storage
01/09/23	Email	Incomng	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Ellen	Martinez	Resident	Comment on Rail Car Storage
01/10/23	Email	Incoming	K.Corwin 1.10.2023	RTC		SCCRTC	Gene	Wood	Resident	Opposition letter to cutting down trees along segment 9 of the rail trail
01/10/23	Email	Incoming	K.Corwin 1.10.2023	Krista	Corwin	SCCRTC	Paula	Bradley	Resident	Question about agenda packet posted on SCCRTC website
01/10/23	Email	Incoming	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Tina	Andreatta	Resident	Comment on Rail Car Storage
01/10/23	Email	Incoming	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Melani	Clark	Roaring Camp	Comment on Rail Car Storage

TO							From			
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
01/10/23	Email	Incoming	n/a	Yesenia	Parra	SCCRTC	Jesseka	Rodriguez	County Board of Supervisors	RTC Alternate appointment
01/10/23	Email	Incoming	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	David	Van Brink	Resident	Comment on Rail Car Storage
12/23/22	Letter	Incoming	n/a	Manu	Koenig	SCCRTC	Anna	Eshoo	House of Representatives	Re:Consolidated Appropriations Act funding for the Boulder Creek Complete Streets Project
01/10/23	Email	Incoming	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Faina	Segal	Friends of the Rail and Trail	Comment on Rail Car Storage
01/10/23	Email	Incoming	K.Corwin 1.10.2023	Luis	Mendez	SCCRTC	Sarah	Ringler	Resident	Comment on Rail Car Storage
01/10/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Brian	Peoples	Trail Now	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	RTC		SCCRTC	Bob	Fifield	Resident	Let's Allow All Modes of Transportation Not Just That From Centuries Past
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Paula	Bradley	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Barry	Scott	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Johanna	Lighthill	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Eva	Brunner	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Jacob	Wysocki	Resident	Comment on Rail Car Storage
01/10/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Nick	Smith	Resident	Comment on Rail Car Storage
01/10/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Frank	Rimicci	Resident	Comment on Rail Car Storage

TO							From			
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Cathy	Marino	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Cathy	Marino	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	David	Morris	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Erik	Kayhart	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Steve	Plumb	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Caryn	Simon	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Robert	Stephens	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Tom	Haid	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.11.2023	Luis	Mendez	SCCRTC	Sean	Witt	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming		Sarah	Christensen	SCCRTC	Paula	Bradley	Resident	Question re: Agenda Item 9
01/11/23	Email	Incoming	K.Corwin 1.11.2023	RTC		SCCRTC	John	Hibble	Aptos History Museum & Aptos Chamber of Commerce	(late) Comment on Agenda Item 9
01/11/23	Email	Incoming	n/a	Sarah	Christensen	SCCRTC	Annie	Murphy	Community Development & Infrastructure	Information for Sarah Christensen re: 7992 Soquel Dr.
01/11/23	Email	Incoming	K.Corwin 1.13.2023	Luis	Mendez	SCCRTC	Nicholas	de Sieyes	Resident	Comment on Rail Car Storage
01/11/23	Email	Incoming	K.Corwin 1.13.2023	Luis	Mendez	SCCRTC	Erica	Crawford	Resident	Comment on Rail Car Storage
01/12/23	Email	Incoming	J.Thompson 1.13.2023	Rail	Maintenance	SCCRTC	Monica	Galvan	Resident	Request for claim form for downed tree removal
01/13/23	Email	Incoming	K.Corwin 1.13.2023	Luis	Mendez	SCCRTC	Steve	Mandel	Resident	Comment on Rail Car Storage

Correspondence Log (11/21/22-01/23/23)

RTC 02/02/2023

TO							From			
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
01/13/23	Email	Incoming	K.Corwin 1.13.2023	Luis	Mendez	SCCRTC	Fay	Levinson	Resident	Comment on Rail Car Storage
01/13/23	Email	Incoming	R.Moriconi 1.13.2023	Rachel	Moriconi	SCCRTC	Gabriela	Newell	Arup	Re: Equity Action Plan Inquiry
01/13/23	Email	Incoming	n/a	Luis	Mendez	SCCRTC	Jim	Weller	Resident	RTC Purchase of property at 7992 Soquel Drive in Aptos
01/17/23	Contact us form	Incoming		Sarah	Christensen	SCCRTC	Bill	Gray	Resident	Bank erosion in Capitola along RR property
01/14/23	Email	Incoming	K.Corwin 1.18.2023	Tommy	Travers	SCCRTC	Franklin	Zheng	UC Santa Cruz	Traffic collision data for City of Santa Cruz
01/15/23	Email	Incoming	K.Corwin 1.17.2023	Krista	Corwin	SCCRTC	Jack	Brown	Resident	Please provide additional content from the public resopnse to January's Rail Car Storage
01/17/23	Email	Incoming	K.Corwin 1.17.2023	Krista	Corwin	SCCRTC	Cassie	McSorley	Resident	Bike map request
01/17/23	Email	Incoming	S.Munz 1.23.2023	Shannon	Munz	SCCRTC	Hannah	Cohn	AGC of California	Follow up on SCCRTC meeting re: Mega grants
01/14/23	Email	Incoming	K.Corwin 1.17.2023	Shannon	Munz	SCCRTC	Barry	Scott	Resident	Support for Dennis Norton to be selected to serve on the Measure D Advisory Committee
01/18/23	Email	Incoming	K.Corwin 1.18.2023	Luis	Mendez	SCCRTC	Nadene	Thorne	Resident	Comment on Rail Car Storage
01/19/23	Email	Incoming	K.Corwin 1.19.2023	RTC		SCCRTC	Nadene	Thorne	Resident	Question re: Fwd: Next Steps in Draft EIR Process on Rail Train Segments 8 & 9
01/19/23	Email	Incoming	K.Corwin 1.19.2023	Matt	Schroeder	SCCRTC	Andrea	Chmelik	Assemblymember Dawn Addis (AD 30)	Contact information for Asm. Addis's scheduler
01/20/23	Email	Incoming	K.Corwin 1.24.2023	Rachel	Moriconi	SCCRTC	Randy	Egner	Resident	Requesting info about Measure D funds for Pine Ave resurfacing in Felton
01/20/23	Email	Outgoing	n/a	Ursula	Puglizevich	Resident	Krista	Corwin	SCCRTC	Claim form for reimbursement -sandbags
01/20/23	Email	Incoming	K.Corwin 1.20.2023	Yesenia	Parra	SCCRTC	Megan	Sarrai	Farmers Insurance Subrogation & Recovery Law Firm	RE: Claim for Damages - DOL 12/30/21 (Fire Insurance Claim #5015133611)
01/21/23	Email	Incoming	K.Corwin 1.23.2023	Krista	Corwin	SCCRTC	Ken	Newbury	Resident	Bike map request

Correspondence Log (11/21/22-01/23/23)

RTC 02/02/2023

[illegible]



*Congress of the United States
House of Representatives
Washington, D.C. 20515*

*Anna G. Eshoo
Eighteenth District
California*

December 23, 2022

The Honorable Mau Koenig, Chairman
Santa Cruz County Regional Transportation Commission
1101 Pacific Avenue, Suite 250
Santa Cruz, California 95060

Dear Chairman Koenig,

I'm thrilled to share with you that the House has passed with my enthusiastic affirmative vote, the Consolidated Appropriations Act, 2023 which includes **\$1,500,000 for the Santa Cruz County Regional Transportation Commission's Boulder Creek Complete Streets Project**. Having already passed the Senate, the bill now goes to the President for his signature.

So many have worked very hard to move this project forward, and I couldn't be happier to secure these funds for our community. My staff will contact you about next steps to ensure you're connected to the federal government office that will disburse the funding to you. In the meantime, should you have any questions, you can contact my Legislative Director, Eric Henshall, in my Washington, D.C. office at (202) 225-8104.

Always my best,

Anna G. Eshoo
Member of Congress

cc: Members, Santa Cruz County Regional Transportation Commission
Mr. Guy Preston, Executive Director

AGENDA: February 2, 2023

TO: Santa Cruz County Regional Transportation Commission

FROM: Luis Pavel Mendez, Deputy Director
Rachel Moriconi, Senior Transportation Planner

RE: Storm Damage to Transportation Facilities in Santa Cruz County

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC):

1. Accept the information related to damage caused by recent storms; and
 2. Approve the attached resolution (Attachment 2) authorizing the Executive Director to make amendments to existing contracts or enter into new contracts as necessary to address storm damage including the removal of trees felled, damaged and or weakened by the storms from the Santa Cruz Branch Rail Line right-of-way or adjoining property, removal of any debris left by the storms, and re-grading of drainage ditches on the Santa Cruz Branch Rail Line up to a total amount of \$400,000.
-

BACKGROUND

Santa Cruz County has been hit by a series of atmospheric river winter storms since December 27, 2022. Roadways, trails, signal lights, signage, and other facilities have been damaged by rivers, creeks and coastal flooding, landslides, debris flows, road washouts and road collapses, and high winds. Several trees fell along the RTC's rail corridor. While Caltrans, public works departments, and other agencies have made progress with several emergency repairs, it could take several years to repair some facilities, with the County still making repairs from the 2017 storms and the 2020 CZU fire. The 2017 storms caused more than \$130 million in damages.

DISCUSSION

Initial damage estimates to transportation facilities across all jurisdictions exceed \$50 million, though agencies are still working to access and assess some of the damage and that number may increase substantially.

A list of some of the transportation facilities that were damaged or have substantial debris is included in Attachment 1. In addition to millions of dollars of damage to transportation facilities, many homes, businesses, parks, water infrastructure, sewage lines, and other facilities have also been severely damaged. President Biden, the State of California, along with local jurisdictions, have declared a state of emergency and are working to secure State and Federal financial assistance to repair the damages. Local jurisdictions are already working with the County Office of Response, Recovery & Resilience (OR3), California Office of Emergency Services (OES), FEMA, and Caltrans Local Assistance to secure storm damage repair funding.

Santa Cruz Branch Rail Line

The recent storms caused damage to the RTC's Santa Cruz Branch Rail Line right-of-way consisting of fallen, damaged or weakened trees; slope slides onto and from the right-of-way; and at least one railroad bridge damaged by a large tree that fell on it. The damaged bridge goes over the entrance road to New Brighton State Park. There were two known slides, one on each side of the right-of-way, near Rio Del Mar Boulevard and slides in Capitola where the rail line right-of-way parallels Cliff Drive. RTC staff and contractors continue their inspections to fully assess the damage.

During the storms staff and contractors responded to address fallen trees that caused damage to adjacent properties. RTC staff used its tree contractor to respond to incidents requiring an immediate response. To cover the immediate response needs, consistent with the RTC's procurement policies, the RTC Executive Director authorized an initial contract change order for \$14,700 and contacted the RTC Chair for authorization of an additional \$50,000 amendment to the RTC's tree service contract. Additional authorization is needed to address the remainder of fallen, damaged or weakened trees that must be removed and the necessary removal of debris throughout the length of the rail line.

Although RTC staff and consultants have not completed inspections, staff estimates that about \$400,000 will be needed to complete tree work, debris removal and drainage ditch re-grading.. After additional inspections and cost estimates become available for work needed to address slides, bridge, and other repairs, staff will return to the RTC with the information and appropriate recommendations for RTC consideration. Currently, staff roughly estimates \$1.5 to \$3 million of storm damage clean up and repair work as a result of this winter's storms. **Staff recommends that the RTC approve the attached resolution (Attachment 2) authorize the Executive Director to enter make amendments to existing contracts or enter into new contracts as necessary to address storm damages including**

the removal of trees felled, damaged and or weakened by the storms from the Santa Cruz Branch Rail Line right-of-way, removal of any debris left by the storms, and regrading of ditches on the Santa Cruz Branch Rail Line right-of-way up to a total amount of \$400,000.

Extreme storms are becoming more common and the RTC is working with the County of Santa Cruz to develop a Climate Adaptation Vulnerability Assessment and Transportation Priorities Report for unincorporated Santa Cruz County maintained roads and the Santa Cruz Branch Rail Line (SCBRL), funded by a Caltrans Sustainable Communities Planning Grant.

A list of some of the resources available for community members is included in Attachment 3.

FISCAL IMPACT

There are sufficient funds in the RTC budget for rail line right-of-way maintenance to cover the recommendation for \$400,000 in additional storm damage repair work authority included in this staff report. However, additional programming and budget authority will be needed to address remaining storm damage and repair. Staff currently estimates that the cost to address storm damage clean up and repair could be in the range of \$1.5 to \$3 million. However, inspections have not been completed. As inspections and estimates are completed, staff will return to the RTC with appropriate recommendation for programming and budget authorization. RTC staff will be working with local, state and federal officials to submit RTC costs associated with these storms to the State Department of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA) for reimbursement. It is likely that the RTC will be reimbursed for most of the costs but likely not 100% of the costs.

SUMMARY

Dozens of Santa Cruz County transportation facilities have been damaged as a result of the significant storms that started in the last week of December 2022. A preliminary summary of the damage is attached (Attachment 1). RTC staff recommends authorization of \$400,000 for amendments to existing contracts and for new contracts to address removal of trees and debris from the Santa Cruz Branch Rail Line right-of-way. As inspections are completed, staff will return with appropriate recommendations for repair and staff will seek reimbursement from CalOES and FEMA.

Attachments:

1. Preliminary Summary of Storm Damage
2. Resolution authorizing amendments and contracts to address storm damage
3. Winter Storm Resources

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PRELIMINARY Summary of Transportation Storm Damage - Winter 22/23

NOTE- All figures are PRELIMINARY estimates

The following is a preliminary list of damage to roads, walkways, bridges, and other transportation facilities. Most agencies are still investigating damage. Cost estimates and damage could increase significantly, especially if there is additional erosion, slides, or flooding. Agencies have until 2/6/23 to submit an Emergency Relief (ER) - Initial Damage Estimate (IDE) to Caltrans Local Assistance for late December/early January storm. Note, in addition to damage to transportation facilities, many homes, businesses, parks, and other public infrastructure were also damaged, but are not included in the information below.

SCCRTC- Branch Rail Line: \$1.5 to \$3 million (1/23/23 estimate)

- New Brighton Bridge – damaged by fallen tree
- Fallen trees – various locations throughout the length of the rail line
- Slides - various locations including in the City of Santa Cruz, Capitola and near Rio Del Mar Boulevard
- Debris – various locations throughout the length of the rail line including at drainage ditches, which will require clearing and re-grading

Capitola: \$2.6 Million (reported 1/12/23)

- Municipal Wharf
 - Severe damage sustained – section of deck dislodged, pile damage, interior building damage
 - Repair Estimate \$1 million
- Riverview Pathway
 - Severe damage sustained – headwall dislodged at Noble Gulch outlet; erosion in immediate vicinity to headwall; loss of walkway material; loss of park amenities; damaged bulkhead; Pump House foundation damaged
 - Repair Estimate \$175,000
- Cliff Drive: Approx 500 ft of cliff erosion creating unstable condition
 - Closed parking spaces to limit access
 - Repair Estimate \$400,000
- Capitola Jetty
 - Loss of rock material creating unstable walkway
 - Repair Estimate \$100,000
- Stockton Ave. Bridge over Soquel Creek
 - Damage to spalling and piers
 - Repair Estimate \$100,000
- Depot Hill Path
 - Cliff erosion, lost approximately 100 ft of City fence
 - Repair Estimate \$10,000 (to move fence)
- Hoopers Ramp
 - Ramp deteriorated/unusable
 - Repair Estimate \$250,000
- Hoopers Stairway

- Bottom portion of stairway detached
 - Repair Estimate \$40,000
- Seawall Outfalls (3)
 - Lids and wingwalls to concrete outfall structures damaged
 - Repair Estimate \$80,000
- Parking Pay Stations
 - Significant damage
 - Repair Estimate \$20,000
- Debris removal/protective measures
 - Estimate cost: \$450,000

Santa Cruz: \$5-12 Million (updated 1/20/23)

- West Cliff Drive
 - Severe damage to path and roadway
 - Reconstruction of the culvert at Bethany Curve
 - Repair Estimate \$5-10 million
- San Lorenzo River Levee Path
 - Repair Estimate \$TBD
- Rail Trail (Seg 7, Ph 2) construction area
 - Some landslides, downed trees, loss of existing survey, damage to fencing.
 - Estimated damage cost: \$1.65 million

Watsonville: \$18 million (reported 1/12/23)

Road/Damage	Federal Aid Route?	Preliminary Estimated Cost
East Lake Ave, cross street Bridge St	Yes	\$295,000
Almond Dr Road Repair	No	\$221,000
Argos Circle Road Repair	No	\$689,000
Atri Court Pump Station Flood Cleanup and Repairs	No	\$200,000
Atri Ct Road Repair	No	\$73,000
Baron Ct Road Repair	No	\$37,000
Beck St Road Repair	Yes	\$65,000
Blackburn Ct Road Repair	No	\$22,000
Blackburn St Road Repair	Yes	\$38,000
Bridge St Road Repair	Yes	\$4,349,000
Bridge St Road Repair	No	\$3,229,000
Bridge Street (East Lake to Blackburn)	Yes	\$300,000
Bridge Street Area Storm Pump Station Repairs	No	\$100,000
Bridge Street Drainage Canal	No	\$200,000
Bronte Ave Road Repair	No	\$324,000
Cloudview Dr Road Repair	No	\$87,000
Cynthia Dr Road Repair	No	\$79,000
Delta Wy Road Repair	No	\$370,000
Grizzly Flats Access Road Washout Repair	No	\$400,000

Road/Damage	Federal Aid Route?	Preliminary Estimated Cost
Heather Ct Road Repair	No	\$69,000
Hushbeck Ave Road Repair	Yes	\$47,000
Joyce Dr Road Repair	No	\$19,000
Kings Way Road Repair	No	\$40,000
Loughead, Lincoln, Coolidge, Marchant Storm PS Damage	No	\$2,000,000
Pajaro Vista Ct Road Repair	No	\$21,000
Pear Tree Dr Road Repair	No	\$66,000
Pippin Ln Road Repair	No	\$31,000
Rogge St Road Repair	No	\$80,000
Slide in Drainage Canal at East Lake and Bridge St	Yes	\$1,000,000
Spruce Ct Road Repair	No	\$105,000
Storm and Sewer System Flood Sediment Cleanup	No	\$300,000
Suncrest Wy Road Repair	No	\$89,000
Tuttle (East Lake to Bronte)	No	\$150,000
Tuttle Ave Road Repair	Yes	\$163,000
Village Wy Road Repair	No	\$71,000
Village/Almond Drainage Basin Damage	No	\$200,000
Vivienne Dr Road Repair	No	\$161,000

County of Santa Cruz: \$22.5 million (reported 1/9/23)

Damaged Road	Federal-aid Roadway	Location (Post Mile)	Preliminary Estimated Cost (emergency opening & permanent repair)
Beach Drive	No	Rio Del Mar to ECM	\$TBD
Bean Creek	No	1.87	\$TBD
Bonny Doon Road	Yes	0.66	\$TBD
Bridge St	Yes	East Lake to Blackburn	\$300,000
Browns Valley Rd	Yes	PM 3.17	\$618,680
China Grade Road	Yes	0.62	\$1,335,325
Coward Road	No	Address 261	\$30,000
Cox Road	No	1.76 (Address ~450)	\$1,658,243
Eureka Canyon Road	Yes	0.35	\$947,890
Eureka Canyon Road	Yes	7.85	\$534,620
Eureka Canyon Road	Yes	4.51 (Address 1400)	\$692,100
Felton Empire	Yes	0.58	\$953,545
Felton Empire	Yes	1.3	\$472,400
Felton Empire	Yes	1.14	\$50,000

Damaged Road	Federal-aid Roadway	Location (Post Mile)	Preliminary Estimated Cost (emergency opening & permanent repair)
Glen Haven Road	Yes	0.7	\$1,600,900
Glenwood Drive	Yes	2.58	\$TBD
Glenwood Drive	Yes	2.9	\$TBD
Glenwood Drive	Yes	2.91	\$3,000,000
Granite Creek Road	Yes	1.26	\$102,000
Green Valley Rd	No	2.31	\$590,350
Highland Way	Yes	0.7	\$205,000
Highland Way	Yes	1.18	\$293,280
Highland Way	Yes	2.3	\$841,273
Highland Way	Yes	4.55	\$829,410
Irwin Way	No	0.78	\$75,725
Lockhart Gulch Rd	No	0.20 (200' from Nelson Rd)	\$981,455
Lompico Road	Yes	1.35	\$15,000
Nelson Road	No	0.06	\$881,166
Nelson Road	No	0.12	\$TBD
Pajaro Levee	No	521+31	\$TBD
Redwood Drive	No	at Oak Dr	\$886,255
Redwood Road	No	0.40	\$250,000
Redwood Road	Yes	1.08	\$335,320
Rider Road	No	0.22	\$TBD
Rider Road	No	0.35	\$749,600
Smith Grade Road	Yes	2.69	\$653,730
Smith Grade Road	Yes	2.66	\$589,100
Smith Grade Road	Yes	2.00	\$849,800
Smith Grade Road	Yes	3.95	\$583,800
Soquel San Jose Road	Yes	6.59	\$985,600
Upper East Zayante	Yes	0.51	\$TBD
Valencia Rd	Yes	0.25	\$TBD
White Road	Yes	0.56	\$TBD
Cat A - debris removal, various locations	Some		\$TBD

Caltrans-State Highways: Cost \$TBD (reported 1/19/23)

- Highway 9
 - Glen Arbor: Slide between upper and lower Glen Arbor, closed between [PM 8.1 to 9.4](#).
 - Crews are working to repair the slide.
 - Estimated opening: couple of weeks, progress weather dependent
 - Potential structure damage
 - [1.8 miles north of SR236](#)
 - Tension crack in shoulder, possible wall solution
 - One-way reversing traffic control in place
- Highway 35
 - Slip out at [PM3](#), 3 miles north of Jct with Highway 17
 - Possible construction repair with no ETO. One way reversing traffic control.
- Highway 236
 - Settlement of a lane at PM 7.0
 - Road closed between Little Basin Rd and State Park Entrance, [PM 6.5 to 7.2](#)
 - Assessments ongoing, construction repair with no ETO
 - [Near Highway 9](#), erosion of the embankment and pavement settlement on the outside edge of the lane
 - Road closed between Via Raton and Highway 9, PM 16.0 to 17.72
 - Construction repair pending. One way reversing traffic control.

\\RTCSESV2\Internal\RTIP\NeedsAssessment\StormDamage22-23\Damage Estimates.docx, Jan '22

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of February 2, 2023
on the motion of Commissioner
duly seconded by Commissioner

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO MAKE
AMENDMENTS TO EXISTING CONTRACTS AND ENTER INTO NEW CONTRACTS TO
ADDRESS DAMAGES CAUSED BY THE RECENT STORMS**

WHEREAS, California was hit by a series of storms beginning in late December 2022 through the middle of February 2023; and

WHEREAS, President Biden and Governor Newsom declared a state of emergency for many California Counties including Santa Cruz County as a result of the strong storms;

WHEREAS, as a result of the strong storms the Regional Transportation Commission's Santa Cruz Branch Rail Line right-of-way sustained damages and must address those damages; and

WHEREAS, RTC staff will submit claims to the California Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA) for reimbursement of costs associated with the storm damages;

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

1. The Executive Director is authorized to make amendments to existing contracts and enter into new contracts as necessary to address storm damage including the removal of trees felled, damaged and or weakened by the storms from the Santa Cruz Branch Rail Line right-of-way or adjoining property, removal of any debris left by the storms, and re-grading of drainage ditches on the Santa Cruz Branch Rail Line right-of-way up to a total amount of \$400,000.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Manu Koenig, Chair

ATTEST:

Guy Preston, Secretary

Distribution: RTC Fiscal, RTC Project Managers

Winter Storms: Community Resources

- Road conditions:
 - Cruz511.org: includes highways, local roads, and CHP reports
 - Highways: Caltrans Quickmap - <https://quickmap.dot.ca.gov/> and Caltrans District 5 Twitter: @CaltransD5
 - SF Bay Area: 511.org
 - Unincorporated County maintained roads: sccroadclosure.org
 - To report **road closures**, call **831-477-3999**
- For **storm-related questions**, including questions about shelters, contact the Rainstorm Call Center **831-454-2285**
- Report damage or hazards:
 - Santa Cruz Branch Rail Line: maintenance@sccrtc.org
 - Structure damage: Call **831-454-3171**
 - Street flooding in City of Santa Cruz: **831-420-5530**
 - Highways-Caltrans: <https://csr.dot.ca.gov/>
- **Evacuation Maps:** https://aware.zonehaven.com/search?mc_cid=c1f2cf8ff3
- **Reserve 911 CodeRED emergency alerts:**
<https://www.scr911.org/general/page/sign-reverse-9-1-1-notifications-codered>

Other resources

- Need help with storm prep/clean-up? [Request for Flood Response Volunteers](#)
 - Volunteer to help: <https://www.scvolunteernow.org/flood>
- Federal Taxes: California storm victims now have until May 15, 2023, to file various federal individual and business tax returns and make tax payments, the Internal Revenue Service announced. <https://www.irs.gov/newsroom/irs-california-storm-victims-qualify-for-tax-relief-april-18-deadline-other-dates-extended-to-may-15>
- PG&E Power Outages: <https://pgealerts.alerts.pge.com/outagecenter/>
- Sandbags:
 - Santa Cruz City: <https://www.cityofsantacruz.com/government/city-departments/public-works/emergency-storm-preparation/sandbag-information>
- USGS San Lorenzo river Gauge: <https://waterdata.usgs.gov/monitoring-location/11160500>

Other Emergency Phone Numbers

- **Threat to life or property:** Call 911
- **American Red Cross:** (831) 462-2881

AGENDA: February 2, 2023

TO: Regional Transportation Commission (RTC)
FROM: Matt Schroeder and Rachel Moriconi, Transportation Planners
REGARDING: 2023 State and Federal Legislative Programs

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) receive updates on state and federal legislative issues and adopt the RTC's legislative program ([Attachment 1](#)) to assist in analyzing the transportation impacts of legislative activities in 2023.

BACKGROUND

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

DISCUSSION

The RTC legislative platform guides staff and board member comments on state and federal legislative and administrative proposals that may arise throughout the year. The platform is also used to advance regional projects and key goals and targets in the *Santa Cruz County [Regional Transportation Plan](#)*, which focuses on sustainability to improve multimodal access and mobility in ways that improve health, reduce pollution and retain money in the local economy; reduce collisions and improve safety; maintain existing transportation infrastructure and services; and deliver improvements cost-effectively, equitably and responsively to the needs of all users of the transportation system and the natural environment. As part of the legislative work program, RTC works to ensure that transportation-related statutes and guidelines are structured in a

manner that considers Santa Cruz County's significant maintenance, active transportation and transit system needs, traffic congestion, and sustainability goals.

Staff recommends that the RTC review draft legislative priorities, identify any additional issues that the RTC should consider, monitor, or pursue, and approve the 2023 State and Federal Legislative Program (Attachment 1). Changes from the 2022 Legislative Program are shown in underline and ~~strikeout~~. Staff presented the draft Legislative Program to the Bicycle Committee and Elderly and Disabled Transportation Advisory Committee (E&D TAC) in December 2022 and solicited input from the Interagency Technical Advisory Committee (ITAC).

Generally, the RTC's legislative program covers legislative and administrative actions that:

- Involve funding or a funding mechanism for transportation projects and programs;
- Involve the implementation of transportation and greenhouse gas emission reduction policies and programs;
- Involve transportation and land use;
- Involve project implementation and the environmental review process; and
- Affect the Commission directly (e.g., Commission responsibilities, policies, or operations).

2023 Focus

In 2023, the continued implementation of the multiyear federal transportation act (Infrastructure Investment and Jobs Act (IIJA)), modernization of the Brown Act related to remote/virtual meetings, climate resiliency, the state budget, ongoing increased funding for the Active Transportation Program (ATP) and transit operations, implementation of the Climate Action Plan for Transportation Infrastructure (CAPTI), and SB375 implementation and "reform" are anticipated to remain key topic areas. Storm damage repairs will also be a critical focus area. The RTC will work with CalCOG, the Central Coast Coalition, and partner agencies to address priorities identified in the RTC legislative platform.

State Budget

Although the FY2022/23 state budget included significant supplemental transportation investments in 2022 and 2023/24, there is uncertainty about how much of that funding will materialize. Unlike the past two years, which experienced substantial budget surpluses (\$100 billion last fiscal year), the Governor's January budget proposal is projecting a \$22.5 billion deficit for the next fiscal year (mostly due to lower capital gain revenues). In total, tax revenues are projected to be 9.6% less than what was assumed in last year's budget, and some legislators predict the deficit may be even greater. These lower revenue assumptions are anticipated to dominate and influence budget

and policy discussions. The Governor's proposal for transportation and climate includes \$2.7 billion in cuts from General Fund revenues previously designated for transportation and climate programs. The Governor proposes to delay some spending, shift State Highway Account funds to backfill General Funds for some programs and reduce funding for some programs. Due to continuing uncertainties, the Governor does not plan to tap into cash reserves to address the deficit.

While the state budget continues to make historic investments in transportation, some of the budget proposals that could impact local projects include:

- Transit and Intercity Rail Capital Program (TIRCP): Last year the budget package included an additional \$4 billion split between FY2024 and FY2025, expected to be distributed to regions via the 99313 State Transit Assistance (STA) population formulas over two years. The Governor proposes to shrink it to \$2 billion total, reducing and spreading the supplemental funds to \$1B in FY23/24, \$500 million (\$M) in FY2025, and \$500M in FY2026. The proposal includes a trigger to restore any reductions if revenues return by January 2024.
- Active Transportation Program (ATP): \$500M reduction in General Fund revenues, but \$300M of the reduction was restored from the State Highway Account (SHA). The Governor proposes an advance of \$200M from future ATP cycles in order to cover all of the projects approved by the California Transportation Commission (CTC) in December 2022.
- Climate Adaptation Program (CATP): \$200M General Funds to be replaced with \$200M from the SHA;
- State Highway Operation and Protection Program (SHOPP): Future cycles of SHOPP may be reduced as a result of SHA funds being shifted to other programs;
- 26% reduction in coastal resilience funds. The 2021 climate resilience package funded a new regional climate adaptation planning and implementation program housed at the Governor's Office of Planning & Research. The program received \$150 million over the past two years and originally was slated for an additional \$100 million in fiscal 2023-24. Gov. Newsom's budget proposes to pull back \$25 million of previously appropriated funds and to eliminate FY2024 investments.
- New flood protection and flood reduction programs;
- ZEV: \$9 billion in funding for zero-emission vehicles (ZEV) spread over five years and an additional allocation of funds to ZEV if cap-and-trade revenues exceed projections. California's zero-emission vehicle (ZEV) transition for passenger vehicles, buses, other heavy-duty vehicles, and boats received \$10 billion in general funds in the FY2022 and FY2023 budgets. Gov. Newsom proposes to reduce the General Fund contribution by \$2.5 billion, but to partially offset these cuts with \$1.4 billion from the Greenhouse Gas Reduction Fund. The budget plan directs any additional Cap-and-Trade auction proceeds toward ZEV programs.

- Community Air Protection Program: Directs \$250 million in Cap-and-Trade funds to partially offset a proposed \$300 million reduction in General Fund support for the program.
- In total, the budget proposes \$1.65 billion in discretionary Cap-and-Trade expenditures.

In addition to the proposals summarized above, the Governor's initial budget proposal does not include additional funding for transit operations. This lack of supplemental funding, in addition to the proposed reduction in supplemental TIRCP formula funds, is a significant concern to transit agencies who continue to experience significant funding shortfalls due to a combination of slow ridership recovery and the exhaustion of federal COVID relief funds. A proposed top legislative priority for the RTC this year is to support legislation that would aid METRO in sustaining existing service and funding enhancements to attract new riders. Several legislative leaders have already indicated their support for additional transit funds.

The Governor expects the state to secure federal Infrastructure Investment and Jobs Act (IIJA) funds to supplement climate and transportation programs and soften the impact of the cuts. The state is also exploring a potential bond for climate projects.

Budget subcommittee hearings will begin within the next month or so, and revisions to the proposed budget are due in May, with deadlines for the state Legislature to pass the final Fiscal Year 2023-24 state budget and send it to the Governor by June 15 for his action by July 1. Staff will advocate for continued transportation investments to support RTC priorities, despite lower revenue projections.

Recent Federal Activities

In December, Congress and the President approved the \$1.7 trillion spending bill that included thousands of earmarks nationwide, including \$1.5 million for the Boulder Creek Sidewalks, as requested by Congressmember Eshoo on behalf of the RTC.

The RTC and Caltrans have also been awarded \$30 million in MEGA funds for the Watsonville-Santa Cruz Multimodal Corridor Highway 1 auxiliary lanes/bus-on-shoulder facilities between Freedom Blvd and State Park Drive and four new METRO buses to be operated on this new facility.

The RTC also received notice that it has been approved to receive \$9,176,680 in FLAP funds for Segment 5 of the Rail Trail, including \$4.45 million for a new bike/pedestrian crossing of Highway 1 connecting Yellowbank Beach and the Cotoni-Coast Dairies National Monument.

Recap of 2022 State Legislation

In 2022, the Legislature sent 1166 bills to Governor Newsom for consideration, 442 were Senate bills and 724 were Assembly bills. In total, the Governor signed 997 into law and vetoed 169 bills. A few of the bills signed into law that RTC staff tracked last year include:

- AB 1909 (Friedman) Vehicles: bicycle omnibus bill. Updates rules regarding bans for certain electric bikes on trails and paths; requires motor vehicles overtaking bikes to move over a lane when passing if possible; eliminate bicycle registration requirements.
- AB 1938 (Friedman) Traffic safety: speed limits. Allows cities more flexibility to lower speed limits and includes strict definitions of what defines a speed trap.
- AB 2449 (Rubio): Sets new requirements for teleconference and hybrid meetings. This bill may impact RTC committee and board meetings when there is no longer a state-of-emergency.
- SB 922 (Wiener): Adds CEQA exemptions for sustainable transportation projects, including improvements for walking, biking, public transit efficiency and wayfinding; rail stations; zero-emission transit refueling facilities; and carpooling.
- SB 942 (Newman): Allows Low Carbon Transit Operations Program (LCTOP) funds (which RTC is responsible for programming) to be used for free or reduced transit fares.
- SB 1121 (Gonzalez) State & local transportation needs assessment. Requires the CTC to work with Caltrans to prepare a needs assessment on the cost to operate, maintain, and provide for the growth of the transportation system and to submit a report to the Legislature by 2024. The proposed FY2024 budget includes additional funds for this effort.

Next Steps

Staff will monitor legislative proposals throughout the year and advocate for transportation-related statutes and guidelines that advance RTC priorities, consistent with the RTC's adopted legislative program. Staff will periodically provide updates to the RTC board on major state and federal legislative and administrative proposals and will meet with legislators and state and federal agencies departments to discuss actions that could support the implementation of RTC priorities. The RTC Chair will also participate in the Central Coast Coalition's annual Sacramento Advocacy Day in March to highlight key issues on the Central Coast.

FISCAL IMPACT

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

monitor and provide input on legislation. The RTC receives some assistance tracking and providing input on legislation as a member of the Central Coast Coalition, the California Council of Governments (CalCOG), the Self Help County Coalition (SHCC), and the California Special District Association. While the RTC does not currently have a contract with federal or state consultants to help track and implement this work, staff may recommend contracting with consultants to provide assistance in the future.

SUMMARY

Each year the Regional Transportation Commission (RTC) adopts legislative priorities to guide its analysis of state and federal legislative or administrative actions that could impact transportation projects in Santa Cruz County. The legislative program ([Attachment 1](#)) is used to support transportation-related statutes and guidelines that recognize Santa Cruz County's significant transportation funding, traffic congestion, maintenance, safety, active transportation, and transit system needs, as well as the RTC's sustainability goals.

Attachments

1. Draft 2023 State and Federal Legislative Programs

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Santa Cruz County Regional Transportation Commission 2023 STATE Legislative Program

Additions and deletions from 2022 shown in underline/~~strikeout~~.

Focus Areas in 2023

- Support efforts related to **adaptation, resilience, and response to natural hazards** and the impacts of climate change, including extreme storms, sea level rise, and wildfires. Support funding for storm damage repairs and flexibility to integrate complete streets into reconstruction projects.
- Implementation of the federal Infrastructure Investment and Jobs Act (**IIJA**). Maximize funding for priority projects in Santa Cruz County.
- State Budget: Maximize ~~General Fund surplus~~ funds for **Sustain and increase state funding for Active Transportation Program (ATP), transit** operations and other improvements to increase ridership, local system preservation, and local/regional priority transportation projects. Oppose efforts that could reduce transportation funding.*
- Support efforts to **reduce greenhouse gas emissions (GHG) and improve mobility. Increase funding sustainable transportation** and support equitable access to **zero-emission vehicles** and infrastructure. Pursue changes to SB375 Sustainable Communities Strategy (SCS) that support GHG emission reduction and reduce bureaucratic burdens.
- Support modifications to the **Brown Act** to maximize and enhance public and committee member participation in virtual and in-person meetings, reduce VMT, and alleviate barriers to serving on advisory committees.*
- Ensure legislative and administrative actions **support the implementation of priority transportation projects and programs**, including Measure D projects. Maintain and increase funding for RTC projects and programs, support streamlining and other actions which could expedite delivery of projects and oppose efforts that could hinder or increase the cost to implement priorities.
- Support legislative and administrative actions that will improve safety on state highways and local roads, including **speed limit reductions** and Caltrans Director's order related to **complete streets**, especially where state highways serve as main streets.
- ~~Support state and federal COVID-19 relief and stimulus funding~~ to support economic recovery and make-up for state, local transportation revenue losses, especially for transit operators.
- Support new transportation funding mechanisms to replace gas and diesel taxes, considering vehicle fuel economy and zero-emission vehicle adoption.*

**Starred items are also part of the Central Coast Coalition's legislative platform*



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For more information contact the RTC at 831-460-3200; info@sccrtc.org;
1101 Pacific Ave., Ste 250, Santa Cruz, CA 95060

Ongoing Priorities

Transportation Funding

- **Protect Transportation Funding:** Preserve existing and new funding for transportation projects, maximize funding for Santa Cruz County transportation projects, and preserve regional discretion and priority-setting.
 - Stable formula funding is essential for addressing the backlog of transportation infrastructure repairs and improvements in Santa Cruz County. Protect current and future taxes and fees and other transportation funds (including Highway Users Tax Account (HUTA), Transportation Development Act (TDA), State Transportation Improvement Program (STIP), Active Transportation Program (ATP), and other funds) from elimination or diversion to other state programs, General Fund loans, general obligation bond debt service, or to other non-transportation purposes.
 - Support actions that preserve the intent of Senate Bill 1 (SB1) and local measure funding to allow the state, regions, and local agencies to maintain, protect, and improve existing transportation funds dedicated to transit, congestion management on the state highway system, lifeline arterials, and goods movement routes while also addressing immediate and long-term unmet funding needs.
 - Monitor the implementation efforts related to Executive Order N-19-19, which directs the California State Transportation Agency (CalSTA) to invest its annual \$5 billion portfolio to help reduce transportation-related greenhouse gas emissions and to ensure that state funds, specifically SB 1 funds, continue to be used for transportation purposes. Ensure that state regulations do not negatively impact the implementation of the voter-approved Measure D Expenditure Plan.
 - With increased emphasis on vehicle fuel economy and zero-emission vehicle adoption, explore and support new funding mechanisms to replace gas and diesel taxes for transportation investments. Monitor proposals such as pay-by-the-mile user fees, public-private partnerships, vehicle registration fees, or wholesale energy taxes. Ensure that proposals are equitable to disadvantaged individuals and rural areas.
 - Oppose proposals that could tie transportation fund availability to local jurisdictions, to non-transportation and development projects.
 - Support actions to increase the flexibility of use of Transit and Intercity Rail Capital Program (TIRCP) funds.
- **Increase and Preserve Funding for Priority Projects in Santa Cruz County:**
 - Projects on Highway 1
 - Local Street and Roadway Preservation and storm damage repairs
 - Transit projects, including funding for project development
 - Bicycle and Pedestrian facilities, including the Monterey Bay Sanctuary Scenic Trail Network (MBSST) and those located in the San Lorenzo Valley
 - Santa Cruz Branch Rail Line preservation
 - Transportation Demand Management programs, including 511 traveler information and Go Santa Cruz County
 - Soquel Avenue-Freedom Boulevard Corridor
 - Coastal resiliency and climate adaptation projects, including north coast creeks and the rail corridor



- ~~**COVID Recovery:** Support state and federal COVID-19 relief and stimulus legislation to provide funding to address adverse funding impacts of the COVID-19 pandemic on transit and other local agencies and to expedite project implementation.~~
 - ~~Temporarily adjust maintenance-of-effort and performance criteria requirements for SB1 Local Streets and Roads Program, local sales tax measure funds, and fare box recovery requirements for transit, given impacts on local revenues from COVID-19.~~
- **Ensure Fair Distribution of Funding:** Ensure state and federal funds are made available for projects in Santa Cruz County and are not disproportionately distributed to large regions. Ensure competitive programs make funding reasonably available for multimodal projects in Santa Cruz County and address local and regional priorities.
 - **Local Role:** Ensure a strong role for regional and local agencies in planning and determining transportation investment priorities. Support legislation that respects local authority, protecting or expanding local decision-making in programming expenditures of transportation funds, rather than the state making top-down funding decisions that are not community-based.* Project and increase direct funding to regions through both federal and state programs, and reinforce and build upon the structure of SB45 that provides regions a strong voice in the programming of state funds.
 - **State Transportation Improvement Program (STIP):** Ensure equitable programming and allocation of STIP funds.
 - **"Disadvantaged Communities" Definition:** Ensure that legislation and programs aimed at incorporating equity considerations and/or benefiting disadvantaged communities use a definition of disadvantaged communities (DACs) or priority populations that applies to the low-income and other transportation disadvantaged population groups in Santa Cruz County and does not preclude RTC and local agencies from funding opportunities that support sustainable communities, transportation choices, and investments in alternative modes of transportation. Ensure that the definition does not rely exclusively on communities defined as DACs by CalEnviroScreen, which disproportionately excludes many low-income communities and residents in Santa Cruz County.
- **Increase Funding for All Transportation Modes:** Support measures that increase funding for and support the implementation of transportation projects in Santa Cruz County, including funds for ongoing system maintenance, congestion reduction, safety, complete streets, bike, pedestrian, transit projects, transit-oriented development, and specialized transportation for seniors and people with disabilities in Santa Cruz County.
 - **New Funding Systems:** Phase in new funding systems which are tied to system use rather than fuel consumption or fuel prices. This approach could include new user fees, such as a Road User Charge or Vehicle Miles Traveled (VMT) fee and other alternative funding mechanisms.
 - **Expand Local Revenue-Raising Opportunities:** Support innovative financing options to address the significant backlog of transportation needs. Provide locals with the ability to supplement and leverage state funding for investments that protect state and local transportation assets.
 - **Vote Threshold:** Support efforts to amend the California constitution to lower the voter threshold for local transportation and affordable housing funding measures, such as local sales tax or vehicle registration fee ballot measures, from the 2/3 supermajority to a simple majority or 55% vote.



- Expand the authority of the RTC and local entities to increase taxes and fees for transportation projects, such as new gas taxes, vehicle registration fees, property-tax financing and transfers, gross receipts taxes, payroll taxes, and infrastructure financing districts.
- Support clarifying amendment to Government Code Section 65089.20 that will give RTPAs equal treatment with Congestion Management Agencies (CMAs) to seek voter approval for a local vehicle registration fee. *(SB83 cleanup)*
- **Active Transportation Program (ATP):** Increase ATP funding and ensure potential reforms to the Active Transportation Program (ATP) do not reduce the proportion available for Santa Cruz County agencies to compete for, including funds to the competitive statewide, small urban, and rural funding pots. Support efforts to simplify the Active Transportation Program (ATP) application and project delivery, build local capacity to deliver transformative projects and provide regions greater flexibility to innovate and strategically invest funds to meet local needs.
- **Cap-and-Trade:**
 - Increase the percentage of Cap-and-Trade revenues allocated to transportation projects and programs that help reduce greenhouse gas emissions in Santa Cruz County.
 - Support increases in Low Carbon Transit Operations Program (LCTOP) appropriations.
 - Support policy changes to the Affordable Housing and Sustainable Communities program (AHSC) that increase funding opportunities for projects in Santa Cruz County.
 - Ensure continued funding for low and zero-emission transit deployment. Ensure regulatory and legislative requirements related to transit electrification provide flexibility, consider cost and available technology, and do not place an undue burden on transit agencies.
 - Support legislation to devote a permanent Cap-and-Trade funding allocation to the Active Transportation Program.
- Support legislation to increase the availability of funding for cities, counties, and regions to support economic development, affordable housing, and implementation of sustainable community strategies, as well as policy tools to reduce single-occupancy vehicle travel in a manner that ensures equitable policy outcomes.
- Support innovative projects such as a new state-supported intercity passenger rail service on the planned Coast Route between the Bay Area and Goleta *(previously called the Coast Daylight)*.
- Support actions that would broaden eligibility in existing and/or new transportation funding streams to enable their use as a subsidy for low-income transportation system users (e.g. discounted fares for public transportation or shared mobility service).
- Support actions to require Caltrans to fund maintenance upgrades to Caltrans-owned facilities.
- **Transportation Development Act (TDA):**
 - Monitor potential modifications to the TDA. Ensure that funding for transit, planning, administrative, and other TDA purposes in Santa Cruz County is not reduced. Oppose efforts that would reduce TDA funds which are essential for RTC administration and planning.
 - Support the development of greater efficiencies within the TDA while streamlining and updating performance metrics and eliminating penalties associated with farebox recovery.
 - Support the development of alternative performance measures that are focused on incentivizing transit agency actions that improve transit service and increase ridership, consistent with state and regional climate and equity goals.
 - Ensure discount fares aimed at boosting ridership and improving social equity do not result in reduced state funding. Pursue relief from TDA audits and performance criteria during the current economic downturn.



Project Implementation

- **Streamlining, Expediting, and Facilitating Project Delivery:** Support administrative and/or legislative efforts which may be required to implement or expedite the delivery of priority projects. This includes actions that streamline funding applications, simplify program administration, and efforts that modernize and accelerate project delivery, including additional allowances for funds to be used for pre-construction activities.
 - Support a permanent cap for Caltrans indirect cost rates on locally-funded state highway projects.
 - Support greater efficiencies for transportation project implementation to streamline both project development and delivery for priority transportation and transit projects, and eliminate any unnecessary, overly burdensome and/or duplicative mandates. Includes California Environmental Quality Act (CEQA) reform, simplifying stormwater runoff regulations, CA Fish and Wildlife, CA Water Quality Control Board, and California Public Utilities Commission permit and approval processes. This will aid in implementation of local Measure D projects, the SR1-Scotts Creek Bridge replacement, and implementation of the Regional Conservation Investment Strategy (RCIS).
 - Support legislative and administrative actions required to secure permits that may be required to implement priority projects.
 - Opportunities to expedite transportation project delivery may include increasing contracting and financing options, increased flexibility in the early allocation of programmed funds and initiating reimbursable work with local funds in advance of CTC allocation of all projects, efforts that expedite the Caltrans design review process, opportunities to expedite locally-sponsored projects on the state highway system, and increase in encroachment permit limits.
 - Support environmental streamlining measures for bike, pedestrian, transit, and infrastructure preservation within existing public rights of way, and other measures that expedite project delivery. Support efforts that provide for streamlined project delivery for transit projects that fulfill the goals of AB32 and SB375, as well as other state and federal air quality mandates and mobility performance measures.
 - Support the delegation of fund allocation responsibilities to Caltrans.
 - Allow advance payment of programmed funds to expedite project delivery and resolve cash flow challenges faced, especially by small agencies.
- **Advanced Mitigation:** Support the implementation of “advanced mitigation” environmental programs, including approving up-front environmental mitigation funding for projects, such as the Highway 17 Wildlife Crossing. Support the creation of a low-interest loan program to support advance mitigation and habitat conservation plans that mitigate the impacts of transportation infrastructure and make project implementation more efficient.
- **Safety:** Support legislation and programs that improve transportation safety for all users and support programs aimed at eliminating all traffic-related serious injuries and fatalities.
 - Speed limits: Support implementation of AB43 (2021), which allows local jurisdictions and Caltrans to reduce motor vehicle speed limits on local roads and state highways and work with Caltrans to reduce speed limits on state highways that function as main streets, especially in business and school zones to address findings, and support implementation of other recommendations of the AB2363 Zero Traffic Fatalities Task Force report.
 - Traffic Laws & Enforcement: Support proposals to increase enforcement and modification of traffic laws to better protect pedestrians and bicyclists, including proposals to authorize



automated speed enforcement on a pilot program basis, and modifications to vehicle code to allow vehicles to cross a double-yellow line when passing cyclists.

- Education: Support commercial driver, bus driver, motorist, bicyclist, and Safe Routes to Schools training and education programs which reduce collisions.
- **Active Transportation Facilities:** Support modifications to rules, regulations, and government codes that will make roadways more bicycle and pedestrian-friendly, including: laws associated with sharing the road; ensuring complete streets components (e.g. accessible pedestrian signals) are considered during the design of all projects; increasing funds for pedestrian, bicycle, and new micro-mobility devices and services (e.g. bike share), and safety countermeasures (e.g. buffered or protected bike lanes, flashers and lighting at crosswalks); increasing funds to provide resources necessary for First/Last Mile improvements; Safe Routes to School Programs; making it legal for people on bikes to treat stop signs as yields (bike safety stop); providing additional direction and consistency for accessible pedestrian design; and allowing agencies to integrate complete streets into storm and fire damage repairs.
- **Land Use/Housing/Transportation Coordination:**
 - Support efforts to reduce vehicle miles traveled and promote job-housing balance, which also protects locally-driven land use planning that implements broad policy goals set by the state to provide affordable housing in transit-rich areas. Encourage new developments to incentivize active transportation and transit use. Ensure SB743 (Steinberg, 2013) implementation supports infill development, promotion of public health through active transportation, and expedites transportation project delivery. Support innovative measures to mitigate growth in vehicle miles traveled, such as regional mitigation banks.
 - Support state goals to reduce homelessness. Monitor implementation of Governor Newsom's Executive Order N-23-20, which requires Caltrans to develop a model lease template to allow counties and cities to use Caltrans property adjacent to highways or state roads for short-term emergency homelessness shelter; and requests that special districts, cities, counties, and transit agencies, and others to examine their ability to provide shelter and house homeless individuals.
 - Support efforts to streamline SB375 implementation and extend the timeframe between required Regional Transportation Plan updates.
- **Federal Transportation Act Implementation:** Support legislation and administrative strategies to implement the federal authorization bill (Infrastructure Investment and Jobs Act (IIJA)) in a way that ensures the best possible outcome for transportation projects in Santa Cruz County.
- **SHOPP Program:**
 - Support Caltrans' efforts to provide more outreach regarding State Highway Operation and Protection Program (SHOPP) projects and to include measurable targets for improving the state highway system. Support the clarification of existing laws to permit the expenditure of SHOPP funds for operational projects on state highways.
 - Support the inclusion of complete streets within SHOPP projects, as appropriate, but especially in areas where state highways serve as main streets, such as Highway 1/Mission St, Highway 9 through San Lorenzo Valley, and Highway 152 in Santa Cruz County.
 - Support changes to the SHOPP program to address the high cost and project development challenges of implementing climate resiliency projects on state highways.



- **Commuter Programs:** Support policies and legislation aimed at reducing trips and vehicle miles traveled and associated traffic congestion, including, but not limited to, employer-based programs to help reduce the share of commuting by single-occupant vehicles, expanding broadband and incentives to facilitate telecommuting, expanding park and ride lots, and a regional commuter benefits ordinance. Support dedicated funding for Transportation Demand Management (TDM) programs and strategies.
- **Shared Mobility Systems:** Support policies that enable technological innovations to improve mobility while protecting the public's interest. Monitor legislation and regulations related to shared mobility, such as transportation network companies (TNCs) and real-time carpooling, to ensure that mobility benefits are maximized, especially for underserved populations, and access to critical data for transportation and land-use planning and operational purposes is assured. Support measures that allow for local control and regulation of shared mobility systems such as scooters, bikes, and other fleets.
- **Connected and Autonomous Vehicles:** Monitor and engage in legislation and regulations to facilitate the deployment of connected vehicles and autonomous vehicles. Oppose federal efforts to preempt local authority over the use of autonomous vehicles in their communities. In partnership with California cities and counties, transit agencies, the business community, and other transportation organizations, engage in regulatory and legislative efforts related to connected and autonomous vehicles with the goal of accelerating their safety, mobility, environmental, equity, and economic benefits. Similar to the "shared mobility" strategy, support access to critical data for transportation and land use planning and operational purposes.
- **Electrification and Zero-Emission Vehicle (ZEV) Fleets:** Support funding and coordination, including policy, planning, and infrastructure, for low and zero-emission vehicles.
 - Support additional dedicated funding to help transit operators and colleges convert their bus and van fleets to zero-emission. Support reduced utility pricing for public transit ZEVs.
 - Support proposals that provide funding for regions and localities to build infrastructure (including chargers, trenching, and upgrading electrical capacity) and provide incentives for zero-emission vehicle and other modal device purchases, considering the cost of increased usage of electricity, electric power storage capacity, proper safety protocols and access for lower-income households.
- **Resilience:** Monitor and support legislation that invests in projects and programs to improve resilience to the impacts of climate change on transportation infrastructure and the utilization of public transit in emergencies that address scenarios such as severe storm events, public safety power shut-off events, wildfires, and sea level rise.
- **Encroachments:** Support legislation that clarifies the authority under which rail property owners may remove, or by notice, may require the removal of encroachments.
- **Unfunded Mandates:** Oppose unfunded mandates and seek funding for mandates imposed in recent years. Require new regulatory proposals to include an estimate of the cost and impact such proposals will have in the delivery of California's transportation program.
- **Modernization of the Brown Act:** Enact legislation to expand public and board participation in public meetings. To maximize participation and access by board and committee members, modify



the Brown Act to enhance participation and eliminate the requirement to notice all remote board or committee member locations.

- Support legislative clean-up of AB 361 (Rivas) and AB2449 to provide greater flexibility to local and regional agencies, and RTC advisory committees, to hold meetings virtually; do not require agencies renew findings every 30 days.
- Monitor and support legislation to provide long-term flexibility for regional and multijurisdictional agencies to conduct their business remotely outside of emergency conditions as a means of increasing public participation and board and committee member participation while also reducing the time and expenses associated with travel, vehicle miles traveled and the greenhouse gas and other tailpipe emissions from driving.





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Santa Cruz County Regional Transportation Commission 2023 FEDERAL Legislative Program

Proposed additions and deletions from 2022 shown in underline/~~strikeout~~.

- **Priority Projects:** Seek and preserve funding for priority transportation projects and programs in Santa Cruz County, including:
 - Projects on Highway 1
 - Santa Cruz Branch Rail Line preservation
 - Transit operations and capital projects
 - Bicycle and pedestrian facilities, including the Monterey Bay Sanctuary Scenic Trail Network (MBSST/Rail Trail)
 - Local street and roadway preservation and storm damage repairs
 - 511 Traveler Information
 - Highway 1 Scotts Creek Bridge Replacement
 - Highway 9/SLV Corridor Complete Streets
- **Transportation Act Implementation**
 - Support the implementation of the Infrastructure Investment and Jobs Act (IIJA) in a manner that maximizes funding for the implementation of priority projects in Santa Cruz County, including formula and discretionary funding and policies.
- **Transportation Funding**
 - **Raise New Revenues & Grow Existing Programs:** Support raising and indexing federal gas taxes and developing new funding mechanisms to ensure the financial integrity and solvency of the Highway Trust Fund (HTF) and Mass Transportation Account. Increase federal transportation investment in all modes to bring transportation infrastructure up to a good state of repair and meet growing transportation needs in Santa Cruz County.
 - **Increase funding:** Support legislative actions that increase funding for priority projects in Santa Cruz County, including:
 - **Active Transportation:** Bicycle and pedestrian safety and mobility projects, such as the Transportation Alternatives Program (TAP).
 - **Transit:** Small Transit Intensive Cities Program (STIC), funding for the acquisition of transit capital (Bus and Bus Facilities, and Low and No Emissions Bus Programs), Capital Investment Grants, Americans with Disabilities Act (ADA) implementation, state of good repair, and other transit programs. Support tax credits for the purchase of electric buses.
 - **Local Roads and Highways:** Support robust funding for core programs such as the Surface Transportation Block Grant Program (STBG), Highway Safety Improvement Program (HSIP), and bridge programs needed for local entities to address the backlog of bridge and roadway projects.
 - **Self-Help Counties:** Support programs that reward areas that have approved self-help revenue measures like Measure D and the METRO dedicated sales taxes.
 - **Planning:** Federal planning funds to address increased planning, performance measures, monitoring, and model requirements.
 - **Transit Oriented Development (TOD):** Grants or pilot programs for comprehensive planning and infill development to connect housing, jobs, and mixed-use development with transportation options.
- **Support COVID Relief and Economic Recovery:** Support federal funding to support economic recovery, local and state responses to the public health crisis, and backfill any transportation revenue losses due to COVID-19.



DRAFT - Federal Legislative Program-Page 1

For more information contact the RTC at 831-460-3200; info@sccrtc.org;
1101 Pacific Ave., Ste 250, Santa Cruz, CA 95060

- **Climate and social spending bills:** If a funding package, such as the “Build Back Better” bill, advances through the legislative process, support the inclusion of funding for sustainable transportation and system preservation projects in Santa Cruz County and addresses principles for the reauthorization of the transportation act. Any infrastructure package should ensure projects in Santa Cruz County are not disadvantaged in accessing those funds. The initiative should also include a significant investment of **new** federal funds for transportation, stabilize the Highway Trust Fund, and not be offset by reductions to other federal programs serving Santa Cruz County residents.
- **Air Quality, Greenhouse Gas Emissions, and Climate Resiliency:** Strengthen federal partnerships to improve air quality, reduce greenhouse gas (GHG) emissions, and make our communities and transportation networks resilient to a changing climate.
 - **Funding:** Support the development of new resources to support climate adaptation and reduce greenhouse gas emissions from transportation (similar to those included in the Senate FAST Act reauthorization bill (S. 2302)), expand eligibility for Congestion Mitigation and Air Quality (CMAQ) and other funding programs to Santa Cruz County.
 - **Electrification:** Support federal funding, tax credits, and coordination of vehicle electrification purchase (including buses), planning and infrastructure.
 - **Mitigation:** Defend against rollbacks of California’s air quality and climate change laws and regulations, such as fuel efficiency standards and cap-and-trade programs.
 - **Resiliency:** Support resiliency and climate change preparedness and efforts that could support local efforts to improve resiliency, respond to new or worsening storms, wildfires, and other environmental hazards and meet regional climate goals. Support efforts to increase planning funds that help regional governments address climate change and make regional transportation infrastructure more resilient.
 - **Disaster Recovery:** Ensure the federal government provides sufficient emergency relief appropriations and federal agency resources to support rebuilding and recovery efforts for wildfire, storm, and other natural disasters. Support legislative efforts to extend the timeframe for road projects qualifying for federal disaster reimbursement to move to the construction phase from two years to six years.
- **Federal Authorization Implementation:** Support legislation and administrative strategies to implement federal transportation authorization bills in a way that ensures the best possible outcome for transportation projects in Santa Cruz County. Ensure that the U.S. Department of Transportation (DOT) implementation of MAP-21, FAST Act, IIJA, and any new transportation act rules and regulations do not negatively impact local projects and programs.
 - **Discretionary Grants:** Advocate for discretionary transportation grant awards for priority transportation projects in Santa Cruz County, including the Better Utilizing Investments to Leverage Development (BUILD, formerly TIGER) and Capital Investment Grant program.
 - **Innovative Financing:** Ensure proposals for public-private partnerships and innovative financing are favorable for project implementation in Santa Cruz County. Support and expand the Transportation Infrastructure Finance and Innovation Act (TIFIA) program and make the Railroad Rehabilitation and Improvement Financing (RRIF) program more accessible to smaller public agencies.
 - **Department of Transportation Budget and Annual Appropriations:** Ensure that Congress appropriates funding consistent with amounts authorized in federal transportation authorizations (e.g. IIJA), even if Continuing Resolutions (CR) are needed to keep transportation programs running each fiscal year.



- **Oppose rescissions or arbitrary cuts** that could reduce funding for transportation projects in Santa Cruz County.
- **Support transparent congressionally-directed spending** (earmarks) to allow for Congressional support of priority projects in Santa Cruz County
- **Oppose unfunded mandates** and support legislation that provides funding for past mandates.
- **Performance Measures:** Support the development of performance measures that are consistent with RTC-approved goals, policies, and targets and which recognize data limitations of many regions. Support open collaboration, data sharing, and funding to successfully implement state and federal performance-based planning and management requirements.
- **Protect and Expand Transportation Fringe Benefits:** Reinstate the commuter benefits, which were eliminated under the 2017 tax reform bill. In addition, advocate for expanding pre-tax transportation fringe benefit eligibility to include shared mobility options, such as bike-share and shared ride carpool services.
- **Shared Mobility:** Advocate for federal legislative and regulatory updates that support shared mobility options such as bike-share, shared rides, carpooling, and shared scooters. Support expanding pre-tax transportation fringe benefit eligibility to include shared mobility options. This change would support the now-permanent Bay Area Commuter Benefits program by expanding federal tax incentives to utilize alternatives to single occupancy travel to commute to work.
- **Autonomous Vehicles:** Oppose federal efforts to preempt local authority to regulate the use of autonomous vehicles in their communities.
- **Streamline Project Delivery:** Support regulations to streamline and integrate federal project delivery requirements for project planning, development, review, permitting, and environmental processes to reduce project costs and delays.

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AGENDA: February 2, 2023

TO: Regional Transportation Commission

FROM: Sarah Christensen P.E.

RE: Approval of Purchase and Sale Agreement for acquisition of 7994 & 7996 Soquel Drive for Highway 1 Auxiliary Lanes and Bus on Shoulder from State Park Drive to Freedom Boulevard and Coastal Rail Trail Segment 12 Project

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve the attached resolution (Attachment 1):

1. Approving and accepting the terms and conditions of the Purchase and Sale Agreement (Exhibit A), to acquire real property located at 7994 & 7996 Soquel Drive, Aptos California, APN 039-232-02 & 039-232-01;
2. Authorizing the Executive Director to execute the Purchase and Sale Agreement on behalf of the RTC;
3. Authorizing the Executive Director to complete the feasibility studies required to waive the contingencies set forth in the Purchase and Sale Agreement;
4. Authorizing staff to make the payment for the real property acquisition and related escrow fees pursuant to the Purchase and Sale Agreement;
5. Authorizing the close of escrow pursuant to terms of the Purchase and Sale Agreement;
6. Authorizing the Chair of the Commission to execute the certificate of acceptance for the associated Deed and escrow documents as required to effectuate transfer of the property to the RTC;
7. Amending the Measure D Active Transportation 5-year Program of Projects to shift \$2,000,000 of funds forward to FY23 that were previously programmed in FY25 for the purpose of acquiring right-of-way for the Highway 1 Auxiliary Lanes and Bus on Shoulder from State

Park Drive to Freedom Boulevard and Coastal Rail Trail Segment 12 Project;

8. Amending the FY23 RTC Budget, accordingly; and,
9. Authorizing a short-term inter-program loan from the Measure D-Highway Category to the Measure D-Active Transportation Category, if needed to manage cash flow in FY23.

BACKGROUND

In 2020, the RTC entered into Cooperative Agreement with Caltrans for the Project Approval & Environmental Document (PA/ED) component of the Highway 1 Auxiliary Lanes and Bus on Shoulders between State Park Drive and Freedom Boulevard Interchanges and Coastal Rail Trail Segment 12 project (Project).

In February of 2020 the Commission adopted the Measure D Strategic Implementation Plan (SIP) which included a delivery strategy for the Highway 1 Auxiliary Lanes and Bus on Shoulders projects. The Commission approved an amendment to the Measure D Expenditure Plan to explicitly include Auxiliary Lanes and Bus on Shoulder improvements between State Park Drive and Freedom Boulevard interchanges. A map showing the project location is included as Figure 1, and the Project Fact Sheet is included as Attachment 2.

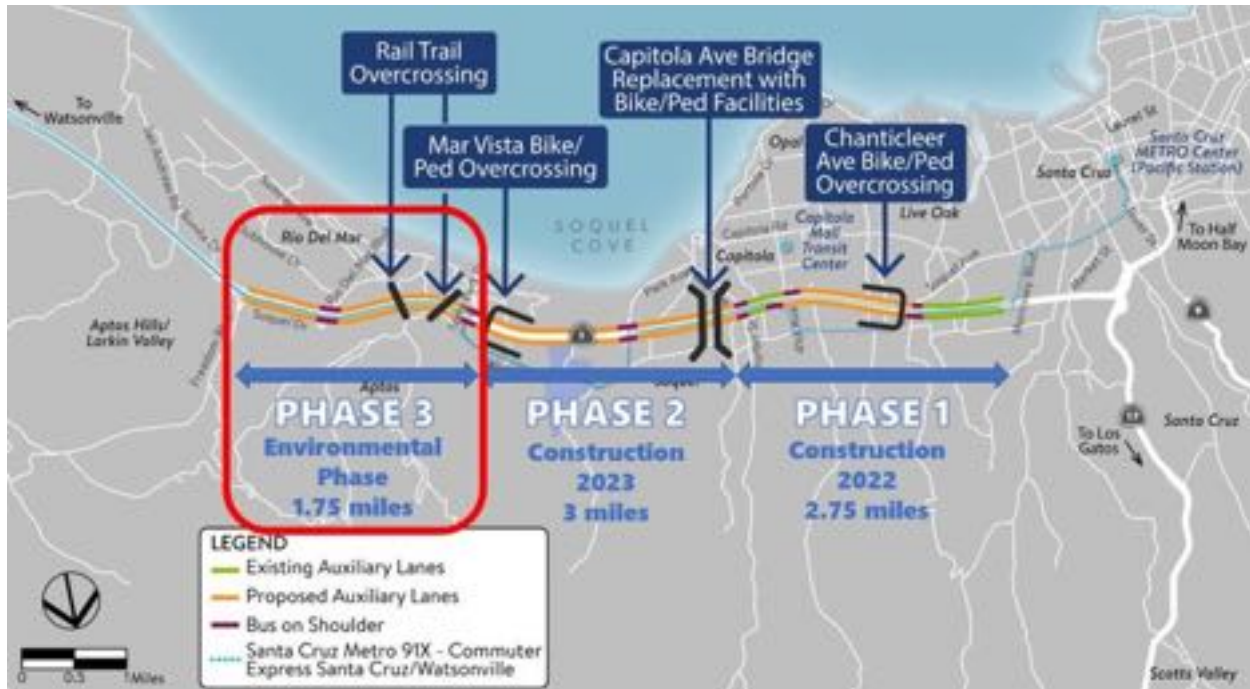


Figure 1 - The Phase 3 project includes auxiliary lanes and bus on shoulder improvements between the State Park Drive and Freedom Boulevard interchanges, widening of the Highway 1 bridge over Aptos Creek & Spreckles Drive, reconstruction of North Aptos & South Aptos Railroad Underpasses, and Segment 12 of the Coastal Rail Trail along the Santa Cruz Branch Rail Line between State Park Drive and just south of the Rio del Mar Boulevard Overhead structure.

The Project proposes to construct northbound and southbound auxiliary lanes between the State Park Drive and Freedom Boulevard interchanges on Highway 1, extend the bus on shoulder facility by 2.5 miles, widen the Highway 1 bridge over Aptos Creek and Spreckles Drive, reconstruct North Aptos & South Aptos Railroad Underpasses, construct drainage facilities, and construct retaining walls and soundwalls. The project includes the construction of an approximate 1.25-mile-long segment of the Coastal Rail Trail (Segment 12) along the Santa Cruz Branch Rail Line between State Park Drive and just south of the Rio del Mar overhead structure. The draft environmental document is scheduled to be released in February of 2023 and the final proposed project design will be identified once environmental review is complete.

In November of 2022 the property at 7992 Soquel Drive in Aptos was placed on the open market. Staff made contact with the broker, who also represents 7994 & 7996 Soquel Drive and indicated the property owner's interest in an off-market sale of the two properties. On December 1, 2022 in Closed Session the Commission authorized staff to enter into negotiations and conduct physical investigations related to the potential acquisition of 7992, 7994, & 7996 Soquel Drive, needed to construct the Project. The right

of way needs for the Project include a portion of the property at 7992, 7994, & 7996 Soquel Drive to construct the 16-foot wide Coastal Rail Trail, as planned on the inland side of the tracks. The RTC approved a purchase and sale agreement for the 7992 Soquel Drive property on January 12, 2023. The parcel at 7994 Soquel Drive is an approximately 899+/- square foot office/residence on 3,093+/- square feet of land. The parcel at 7996 Soquel Drive is an approximately 3,818 square foot commercial/residence on +/- 12,110 square feet of land.

The Commission authorized a contract with the County of Santa Cruz real property division for right of way support services associated with the acquisitions, and an amendment to on-call real property services consultant Associated Right of Way Services (ARWS) for relocation services, if needed, at a combined amount not to exceed \$157,500. At the January 12, 2023 Commission meeting, an additional \$100,000 of budget was authorized for the County contract to continue due diligence activities associated with the 3 properties.

DISCUSSION

The RTC is planning to implement the right of way component of the project which has not yet commenced. Through preliminary engineering, right of way needs have been identified which include a combination of permanent easements, temporary construction easements, and fee simple acquisitions. The preliminary engineering and environmental analysis up to this point resulted in a single build alternative with the trail being located on the inland side of the tracks, as it provides superior safety features through Aptos Village and has less overall property and environmental impacts. The current project design is proposing not to relocate the tracks to avoid needing to replace sequential railroad structures if track was realigned.

The right of way component of the project is scheduled to begin upon completion of the environmental work, as is customary. Caltrans has a process for protection acquisition, if it is proposed to proceed with a property acquisition prior to completion of the environmental phase of a project. Protection acquisition is allowed prior to the completion of the environmental phase when a cost savings would accrue considering return on investment, and there is a high probability of a negotiated purchase agreement being reached. Caltrans right of way staff advised the RTC to pursue protection acquisition for the 3 parcels due to it meeting these requirements, which would be subject to their approval. Ultimately, a right-of-way cooperative agreement will be needed with Caltrans. However, since RTC will be using local funding for the final design and right of way components and since the

property will be deeded to RTC and not Caltrans, RTC can advance right of way prior to final execution of the Cooperative Agreement.

RTC and County Real Property staff negotiated the Purchase & Sale Agreement (Exhibit A to Attachment 1) which includes a 30-day contingency from execution, with the Close of Escrow being extended an additional 30-days if RTC has not obtained Caltrans approval or if a Phase II environmental review is determined necessary. **Staff recommends the RTC approve the attached Resolution (Attachment 1) approving and accepting the terms and conditions of the Purchase and Sale Agreement (Exhibit A to Attachment 1), to acquire real property located at 7994 & 7996 Soquel Drive, Aptos California, APN 039-232-02 & 039-232-01; authorizing the Executive Director to execute the Purchase and Sale Agreement on behalf of the RTC; authorizing the Executive Director to complete the feasibility studies required to waive the contingencies set forth in the Purchase and Sale Agreement; authorizing staff to make the payment for the real property acquisition and related escrow fees pursuant to the Purchase and Sale Agreement; authorizing the close of escrow if and when all contingencies are met pursuant to terms of the Purchase and Sale Agreement; and, authorizing the Chair of the Commission to execute the certificate of acceptance for the associated Deed and escrow documents as required to effectuate transfer of the property to the RTC.** The parcel would be maintained “as is” until CEQA and NEPA review for the project has been completed. Upon completion of construction of the Project, remaining property, which is expected to include the residual land with one commercial/ residential building, can be repurposed or sold.

The right of way component of the project was planned to begin in 2023 with purchases of real property anticipated to occur in FY25. Additional funds are needed to be shifted from FY25 to the current fiscal year in order to purchase the real property interests. Sufficient capacity in the Measure D Active Transportation Category program in FY23 may not exist, pending depending on the timing of invoices for actual expenditures under the program. A short-term inter-program loan from the Measure D-Highway Category may be needed to fund the acquisition, which would be in accordance with the Measure D Strategic Implementation Plan policies regarding inter-program loans. Therefore, **staff recommends amending the Measure D Active Transportation 5-year Program of Projects to shift \$2,000,000 of funds forward to FY23 that were previously programmed in FY25 for the purpose of acquiring right-of-way for the Highway 1 Auxiliary Lanes and Bus on Shoulder from State Park Drive to Freedom Boulevard and Coastal Rail Trail Segment 12**

Project, authorize inter-program loans from the Measure D-Highway category as needed, and to amend the RTC FY23 budget accordingly.

FISCAL IMPACT

The right of way component of the Project, which includes approximately 48 real property acquisitions, environmental permits including environmental mitigation, and the project's share of utility relocation costs, is planned to be funded by Measure D with \$17 million currently programmed between the Active Transportation and Highway Corridors categories. Staff recommends shifting \$2 million in Measure D-Active Transportation Category funds programmed in FY25 to the current fiscal year for the purpose of purchasing the property at 7994 & 7996 Soquel Drive, and amending the budget accordingly. The Measure D Cash Flow Model shows that sufficient capacity in the Measure D Active Transportation category may not exist in FY23 to fund the property acquisition, depending on the timing of invoices for previously programmed funds. Therefore, staff recommends that the Commission authorize a short-term inter-program loan from the Measure D-Highway category, if needed to manage cash flow. Inter-program loans between Measure D categories are in allowed and in accordance with the Measure D Strategic Implementation Plan policies.

NEXT STEPS

Staff will continue working with County of Santa Cruz on due diligence activities including physical investigations. Staff will continue pursuing Caltrans approval of the protection acquisitions. A Cooperative Agreement with Caltrans for the final design and right of way phases of the project will be needed, to memorialize the roles and responsibilities of each agency and designate RTC as the implementing agency, with Caltrans providing oversight. Caltrans is preparing the cooperative agreement and staff plans to return to the Commission at a subsequent meeting to recommend approval to enter into the Cooperative Agreement.

SUMMARY

RTC staff recommends purchasing the property at 7994 & 7996 Soquel Drive in Aptos as they are needed for the Highway 1 Auxiliary Lanes and Bus on Shoulder Project between State Park Drive and Freedom Boulevard interchanges and Coastal Rail Trail Segment 12 Project.

ATTACHMENTS

1. Resolution
 Exhibit A: Purchase & Sale Agreement
2. Project Fact Sheet

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of February 2, 2023
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION APPROVING AND ACCEPTING THE TERMS AND CONDITIONS OF
THE PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE EXECUTIVE
DIRECTOR TO EXECUTE THE AGREEMENT AND CARRY OUT NECESSARY STEPS TO
ACQUIRE REAL PROPERTY LOCATED AT 7994 & 7996 SOQUEL DRIVE IN APTOS,
CA NEEDED FOR THE HIGHWAY 1 AUXILIARY LANES AND BUS ON SHOULDER
BETWEEN STATE PARK DRIVE AND FREEDOM BOULEVARD INTERCHANGES AND
COASTAL RAIL TRAIL SEGMENT 12 PROJECT

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

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

WHEREAS, Measure D, approved by the voters of Santa Cruz County in 2016,
designates funding for Highway 1 Corridor auxiliary lanes and bicycle/pedestrian
bridges and the coastal rail trail, and the Measure D Expenditure Plan was
amended in 2020 to include auxiliary lanes and bus on shoulder facilities between
State Park Drive and Freedom Boulevard interchanges and coastal rail trail
Segment 12 (Project);

WHEREAS, the preliminary engineering and environmental analysis finds that
locating the trail on the inland side of the tracks provides superior safety features
through Aptos Village and has less overall property and environmental impacts;

WHEREAS, in November of 2022 the property at 7992 Soquel Drive in Aptos
was placed on the open market, whose broker also represents 7994 & 7996
Soquel Drive and indicated the property owner's interest in an off-market sale of
the two properties;

WHEREAS, the right of way needs for the Project include a portion of the
properties at 7994 & 7996 Soquel Drive to construct the 16-foot wide Coastal Rail
Trail, as planned on the inland side of the tracks;

WHEREAS, on December 1, 2022 in Closed Session the Commission authorized
staff to enter into negotiations and conduct physical investigations related to the

potential acquisition of 7992, 7994, and 7996 Soquel Drive, needed to construct the Project;

WHEREAS, the Commission on December 1, 2022 authorized a contract with the County of Santa Cruz real property division for right of way support services associated with the acquisitions, and an amendment to on-call real property services consultant Associated Right of Way Services (ARWS) for relocation services, if needed, for a combined total amount not-to-exceed \$157,500 and at the January 12, 2023 Commission meeting an additional \$100,000 of budget was authorized for the County contract to continue due diligence activities associated with the 3 properties;

WHEREAS, at the January 12, 2023 Commission meeting, the Commission approved and accepted the terms and conditions of the Purchase and Sale Agreement to acquire real property located at 7992 Soquel Drive;

WHEREAS, RTC and County Real Property staff negotiated the Purchase & Sale Agreement for 7994 & 7996 Soquel Drive included as Exhibit A.

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

1. The terms and conditions of the Purchase and Sale Agreement (Exhibit A), to acquire real property located at 7994 & 7996 Soquel Drive, Aptos California, APN 039-232-02 & 039-232-01 are acceptable and hereby approved;
2. The Executive Director is authorized to execute the Purchase and Sale Agreement on behalf of the RTC;
3. The Executive Director is authorized to complete the feasibility studies required to waive the contingencies set forth in the Purchase and Sale Agreement;
4. Staff is authorized to make the payment for the real property acquisition and related escrow fees pursuant to the Purchase and Sale Agreement;
5. The Executive Director is authorized to close escrow pursuant to terms of the Purchase and Sale Agreement;
6. The Chair of the Commission is authorized to execute the certificate of acceptance for the associated Deed and escrow documents as required to effectuate transfer of the property to the RTC;

7. The Measure D Active Transportation 5-year Program of Projects is amended to shift \$2,000,000 of previously programmed Measure D funds forward to FY23 for the purpose of acquiring right-of-way for the Highway 1 Auxiliary Lanes and Bus on Shoulder from State Park Drive to Freedom Boulevard and Coastal Rail Trail Segment 12 Project;
8. The FY23 RTC Budget is amended accordingly; and,
9. Staff is authorized to implement a short-term inter-program loan from the Measure D-Highway Category to the Measure D-Active Transportation Category if needed to manage cash flow.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ATTEST:

Manu Koenig, Chair

Guy Preston, Secretary

Exhibits: A - Purchase & Sale Agreement

Distribution: RTC Fiscal, RTC Project Manager

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number	_____
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)			
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number	_____
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)			
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number	_____
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)			
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number	_____
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)			

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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7992 Soquel Drive





FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**

Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

Shoemaker Commercial, 4375 Capitola Road Capitola CA 95010
Chris Shoemaker

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 8314768194

Fax: 8314770351

www.lwlf.com

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- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheelchair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____	SCCRTC or Assignee	Date _____
Buyer/Tenant _____		Date _____
Seller/Landlord _____	Dennis Jacobsen, Jacobsen Family Trust	Date _____
Seller/Landlord _____		Date _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/21)

Property Address: 7994-7996 Soquel Drive, Aptos, CA 95003 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant _____ **SCCRTC or Assignee** Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ **Dennis Jacobsen, Jacobsen Family Trust** Date _____

Seller/Landlord _____ Date _____

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

Shoemaker Commercial, 4375 Capitola Road Capitola CA 95010
Chris Shoemaker

Phone: 8314768194
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 8314770351
www.lwolf.com

7992 Soquel Drive



COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form CPA, Revised 6/22)

Date Prepared: February 2, 2023

1. OFFER:

- A. THIS IS AN OFFER FROM SCCRTC or Assignee ("Buyer").
☐ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☒ Other Regional Transportation Planning Agency.
- B. THE PROPERTY to be acquired is 7994-7996 Soquel Drive, situated in Aptos (City), Santa Cruz (County), California, 95003 (Zip Code), Assessor's Parcel No(s). 039-232-01, 02 ("Property").
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
- Seller's Brokerage Firm** Shoemaker Commercial Real Estate, Inc License Number 02095176
 Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
- Seller's Agent** Chris Shoemaker License Number 01760812
 Is (check one): ☒ the Seller's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
- Buyer's Brokerage Firm** _____ License Number _____
 Is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
- Buyer's Agent** _____ License Number _____
 Is (check one): ☐ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
- C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B	Purchase Price	\$ <u>2,000,000.00</u>	<input checked="" type="checkbox"/> All Cash
B		Close of Escrow (COE)	<input checked="" type="checkbox"/> <u>90</u> Days after Acceptance OR on <input type="checkbox"/> _____ (date) (mm/dd/yyyy)	
C	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>10,000.00</u> (<u>0.5</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2)	<input checked="" type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ <u>50,000.00</u> (<u>2.5</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	\$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, not to exceed _____ % Buyer to pay zero points or up to _____ % of the loan amount 17 (or _____) Days after Acceptance	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, not to exceed _____ % Buyer to pay zero points or up to _____ % of the loan amount	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(3)	7A	Occupancy Type	Investment	
F	5D	Balance of Down Payment	\$ <u>1,940,000.00</u>	
		PURCHASE PRICE TOTAL	\$ <u>2,000,000.00</u>	

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CPA REVISED 6/22 (PAGE 1 OF 17)

Buyer's Initials _____ / _____ Seller's Initials _____ / _____



COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 1 OF 17)

Shoemaker Commercial, 4375 Capitola Road Capitola CA 95010
 Chris Shoemaker

Phone: 8314768194
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 8314770351
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	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: No Financing. All Cash Offer			
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	<input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval
I	Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE	
K	26	Assignment Request	17 (or <u>60</u>) Days after Acceptance	
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or <u>30</u>) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 15	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes only is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.	17 (or <u>60</u>) Days after Acceptance 17 (or <u>60</u>) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. <input type="checkbox"/> CR attached
L(4)	8D, 17A	Review of Seller Documents	17 (or <u>60</u>) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(5)	8E, 16A	Preliminary ("Title") Report	17 (or <u>60</u>) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(6)	8F, 11C	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or <u>60</u>) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or <u>60</u>) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
M		Possession	Time for Performance	Additional Terms
M(1)		Vacant Units; Tenant Occupied Units being delivered subject to tenant rights	Upon notice of recordation On COE date	<input type="checkbox"/> Tenant Occupied Unit(s) to be delivered vacant (#s _____)
M(2)	7C	Seller Occupied	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or _____ AM/ <input type="checkbox"/> PM COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days, C.A.R. Form CL attached if 30 or more days.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11C(2)	Time to pay fees for ordering OA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or <u>60</u>) Days after Acceptance	
N(5)	35	Evidence of representative authority	3 Days after Acceptance	



O	Intentionally Left Blank			
P	Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____.		
P(2)	9	Excluded Items: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;		
Q	Allocation of Costs			
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11D	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Provided by: Seller's Choice	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____
Q(2)	15B(1)(D)	Environmental Survey	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(3)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)	10B(2)(A)	Government Required Point of Sale corrective/remedial actions	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(7)	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both 1/2 Each <input type="checkbox"/> Each to pay their own fees	Escrow Holder: Old Republic Title
Q(8)	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both 1/2 Each	Title Company (If different from Escrow Holder): Old Republic Title
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(11)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both N/A	
Q(12)	11C(2)	OA fee for preparing disclosures	Seller	
Q(13)		OA certification fee	Buyer	
Q(14)		OA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both N/A	Unless Otherwise Agreed, Seller shall pay for separate OA move-out fee and Buyer shall pay for separate OA move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both N/A	
Q(16)	10B(4)	Installation of safety features, required by law	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(17)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
R		Additional Tenancy Documents <input checked="" type="checkbox"/> Income and Expense Statements <input checked="" type="checkbox"/> Tenant Estoppel Certificate		
S	OTHER TERMS: See Addendum One _____ _____			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)**A. PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
☐ Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☒ Addendum # **One** (C.A.R. Form ADM) ☐ Assumed Financing Addendum (C.A.R. Form AFA)
☐ Short Sale Addendum (C.A.R. Form SSA)
☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Court Confirmation Addendum (C.A.R. Form CCA)
☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA) ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
☐ Other _____ ☐ Other _____



C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)☒ Buyer's Investigation Advisory (C.A.R. Form BIA)☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)☒ Wire Fraud Advisory (C.A.R. Form WFA)☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)

(Parties may also receive a privacy disclosure from their own Agent.)

☐ Wildfire Disaster Advisory (C.A.R. Form WFDA)☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)☐ Trust Advisory (C.A.R. Form TA)☐ Short Sale Information and Advisory (C.A.R. Form SSIA)☐ REO Advisory (C.A.R. Form REO)☐ Probate Advisory (C.A.R. Form PA)☐ Other:☐ Other:**5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.**A. DEPOSIT:**

(1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.

(2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.

(3) **RETENTION OF DEPOSIT:** Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

B. ALL CASH OFFER: If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

(1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in **paragraph 3E(1)**.

(2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in **paragraph 3E(2)**.

(3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.

(4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

(5) Buyer shall, within the time specified in **paragraph 3E(1)**, Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. OCCUPANCY: Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.



B. CONDITION OF PROPERTY ON CLOSING:

- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**

C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.

D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.

E. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**A. LOAN(S):**

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) ☒ **Fair Appraisal Act:** The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

D. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review of Seller's documents required in **paragraph 16A**.

E. TITLE:

- (1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11C** ("CI Disclosures").



- G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller disclosed leased or lienied items.
- H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.
- I. REMOVAL OF CONTINGENCY OR CANCELLATION:**
- (1) For any contingency specified in **paragraph 3L** or **8**, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after receipt of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
 - (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.
- J. SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.
- 9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
- B. ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not included in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window), attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P**, if currently existing and owned by Seller at the time of Acceptance.
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager, tenant, or other third party, the item should be listed as being excluded in **paragraph 3P(2)** or excluded by Seller in a counter offer.
 - (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - (5) Non-Dedicated Devices: All smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Buyer is advised to change all passwords and ensure the security of any smart home features.
 - (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
 - (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
 - (8) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
 - (9) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
 - (10) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.



- C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in **paragraph 3P(2)**; (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. ALLOCATION OF COSTS:

- A. INSPECTIONS, REPORTS AND CERTIFICATES:** Paragraphs **3Q(1-3)** and **(5)** only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; **it does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).**
- B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**
- (1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
- (2) **POINT OF SALE REQUIREMENTS:**
- (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.
- (B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.
- (3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.
- (4) **INSTALLATION OF SAFETY FEATURES:**
- (A) The following installations shall be completed prior to final verification of condition unless Otherwise Agreed: (i) approved fire extinguisher(s), sprinkler(s), and hose(s), if required by law; and (ii) drain cover and anti-entrapment device or system meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission for any pool or spa.
- (B) If Buyer is to pay for these installations, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the installation.
- (5) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

11. SELLER DISCLOSURES

- A. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- B. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- C. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
- (2) If the Property is a condominium or is located in a planned development or other common interest development with a OA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee for the following items to the OA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; (v) the names and contact information of all OAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to OA or management company to pay for any of the above.



- D. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- E. WATER CONSERVING PLUMBING DEVICES:** Civil Code § 1101.5 requires all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall, within the time specified in **paragraph 3N(1)**, disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for more information.
- F. SURVEY, PLANS, AND ENGINEERING DOCUMENTS:** Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
- G. PERMITS:** Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, if in Seller's possession, copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- H. STRUCTURAL MODIFICATIONS:** Seller, within the time specified in **paragraph 3N(1)**, shall in writing disclose to Buyer, known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- I. GOVERNMENTAL COMPLIANCE:** Within the time specified in **paragraph 3N(1)**,
 (1) Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals
 (2) Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the Property.
- J. VIOLATION NOTICES:** Within the time specified in **paragraph 3N(1)**, Seller shall disclose any notice of violations of any Law filed or issued against the Property and actually known to Seller
- K. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- L. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- 12. TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
- B. INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
- C. TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
- D. SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11**, **paragraph 12**, or under any disclosure Delivered to Buyer:
 (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
- 13. CHANGES DURING ESCROW:**
- A.** Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B**: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B.** (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
 (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.



15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B. Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(3)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
 - (2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
 - (3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to **paragraphs 3, 10, 11, 12, and 16A**.
- C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

16. TITLE AND VESTING:

- A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.



17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(6), 9B(8), 10, 11A, 11C, 11D, 11F-K, 12, 16A, and 16D.**

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

- (1) Buyer has the time specified in **paragraph 3** to perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
- (2) Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
- (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11L**.
- (4) Continuation of Contingency: Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.

C. SELLER RIGHT TO CANCEL:

- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(5)** (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (v) Deliver a letter as required by **paragraph 6B**; (vi) In writing assume or accept leases or liens specified in **paragraph 8G**; (vii) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; (viii) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **36**; (ix) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 35**; or (x) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. EFFECT OF REMOVAL OF CONTINGENCIES:

- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.



- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J, NOT AS A CONTINGENCY OF THE SALE**, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, OA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any OA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and OA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 11A, 11C(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 33, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.**



- B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or OA or OA management company or others any fee required by **paragraphs 3, 8, 10, 11**, or elsewhere in this Agreement.
- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.
- D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A** and **paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A**.
- 26. ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA).
- 27. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 28. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.



- 29. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 30. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 31. COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
 - K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - L. **"Electronic Copy"** or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40**.
 - O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
 - P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.



- 33. TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 34. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 35. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 39** or **40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, within as specified in **paragraph 3N(5)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).



36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

37. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

38. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR ☐ _____. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____

Seller's Initials _____ / _____



39. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☐ ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or ☐ other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
- (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

C. The CPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of BUYER: SCCRTC or Assignee

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of BUYER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☐ Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

C. The CPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of SELLER: Dennis Jacobsen, Jacobsen Family Trust

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials



REAL ESTATE BROKERS SECTION:

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm _____ Lic. # _____

By _____ Lic. # _____ Date _____

By _____ Lic. # _____ Date _____

☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.**Designated Electronic Delivery Address(es):**

Email _____ Text # _____

Alternate: _____

☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.Address 4375 Capitola Road City Capitola State CA Zip 95010B. Seller's Brokerage Firm Shoemaker Commercial Real Estate, Inc Lic. # 02095176By _____ Chris Shoemaker Lic. # 01760812 Date _____

By _____ Lic. # _____ Date _____

☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.**Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):**

Email _____ Text # _____

Alternate: _____

☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address _____ City _____ State _____ Zip _____

ESCROW HOLDER ACKNOWLEDGMENT:Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 22** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder Old Republic Title Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.**PRESENTATION OF OFFER:** _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
Broker or Designee Initials

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BUYER'S INVESTIGATION ADVISORY

(C.A.R. Form BIA, Revised 12/21)

Property Address **7994-7996 Soquel Drive, Aptos, CA 95003**

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
 - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the property.
 - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

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BIA REVISED 12/21 (PAGE 1 OF 2)



BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

Shoemaker Commercial, 4375 Capitola Road Capitola CA 95010
Chris Shoemaker

Phone: 8314768194
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 8314770351
www.lwolf.com

7992 Soquel Drive

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer _____ ***SCCRTC or Assignee*** Date _____

Buyer _____ Date _____

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BIA REVISED 12/21 (PAGE 2 OF 2)

BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)

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FAIR APPRAISAL ACT ADDENDUM

(C.A.R. Form FAAA, 6/22)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other ("Agreement"), dated 02/02/2023, on property known as 7994-7996 Soquel Drive, Aptos, CA 95003 ("Property"), in which Dennis Jacobsen, Jacobsen Family Trust is referred to as ("Seller") and SCCRTC or Assignee is referred to as ("Buyer").

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

Buyer	<u>SCCRTC or Assignee</u>	Date	_____
Buyer	_____	Date	_____
Seller	<u>Dennis Jacobsen, Jacobsen Family Trust</u>	Date	_____
Seller	_____	Date	_____

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FAIR APPRAISAL ACT ADDENDUM (FAAA PAGE 1 OF 1)

Shoemaker Commercial, 4375 Capitola Road Capitola CA 95010
Chris Shoemaker

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7992 Soquel Drive



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ ***Dennis Jacobsen, Jacobsen Family Trust*** Date _____
 Seller _____ Date _____
 Buyer _____ ***SCRTC or Assignee*** Date _____
 Buyer _____ Date _____
 Buyer's Brokerage Firm _____ DRE Lic # _____ Date _____
 By _____ DRE Lic # _____ Date _____
 Seller's Brokerage Firm ***Shoemaker Commercial Real Estate, Inc*** DRE Lic # ***02095176*** Date _____
 By ***Chris Shoemaker*** DRE Lic # ***01760812*** Date _____

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Shoemaker Commercial, 4375 Capitola Road Capitola CA 95010 Phone: 8314768194 Fax: 8314770351 7992 Soquel Drive
 Chris Shoemaker Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/21)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, "opt out" or stop the transfer of your PI to others, and the right to request that the business delete your PI entirely. You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Also, even businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant _____ Date _____

SCCRTC or Assignee

Buyer/Seller/Landlord/Tenant _____ Date _____

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

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ADDENDUM No. **One**

(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____,

dated **February 2, 2023**, on property known as **7994-7996 Soquel Drive**,

Aptos, CA 95003 ("Property/Premises"),

in which **SCCRTC or Assignee** is referred to as ("Buyer/Tenant")

and **Dennis Jacobsen, Jacobsen Family Trust** is referred to as ("Seller/Landlord").

Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

1. In reference to paragraph 1A, Buyer's full name is Santa Cruz County Regional Transportation Commission or Assignee.

2. Buyer's investigation period, and the Close of Escrow shall be extended by an additional 30 days if (a) Buyer has not obtained Caltrans approval for early acquisition during the 30-day contingency period or (b) a Phase II environmental review is necessary. Buyer must remove all other contingencies in writing in order to exercise the extension for either, or both, of the items referenced in this paragraph.

3. Both Buyer and Seller agree to cooperate with one another should either party desire to effect a 1031 tax deferred exchange, at no cost, delay, or liability to the other party.

4. Guy Preston, Executive Director for SCCRTC, is authorized to sign for the Purchasing Entity.

5. Buyer is purchasing and Seller is selling "as is, where is, and with all faults", subject to Buyer's inspection rights. Seller will not make repairs, credit buyer, or reduce purchase price for any reason.

5. Seller shall pay brokerage commission to Shoemaker Commercial Real Estate, Inc. through escrow in accordance with a separate written commission agreement between Seller and Shoemaker Commercial Real Estate, Inc. No other brokers are involved in this transaction. Buyer has no commission obligation to Shoemaker Commercial Real Estate, Inc.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant _____ Date _____

SCCRTC or Assignee

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Dennis Jacobsen, Jacobsen Family Trust

Seller/Landlord _____ Date _____

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ADDENDUM (ADM PAGE 1 OF 1)

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Chris Shoemaker

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PROJECT FACT SHEET

Updated January 2023

Highway Corridors: Highway 1 Aux Lanes and BOS (State Park Drive to Freedom Boulevard), and Coastal Rail Trail Segment 12

Project Description

The project will construct multimodal improvements to enhance transit frequency and on-time performance, and safety and mobility for vehicles, transit, bicycles, and pedestrians. The project includes northbound and southbound auxiliary lanes and bus-on-shoulder improvements between the State Park Drive and Freedom Boulevard interchanges, replaces the two existing railroad bridges between the State Park Drive and Rio del Mar interchanges, and widens the Aptos Creek bridge. This section of Highway 1 provides access to Aptos Village, Rio del Mar, Aptos High School, and Aptos Hills/Corralitos. The auxiliary lanes will connect the on-ramps with the next off-ramp, thereby extending the weaving and merging distance between the ramps, improving traffic operations, and reducing cut-through traffic diverting to local streets and neighborhoods.

The existing railroad bridges will be replaced with longer span bridges to accommodate the addition of auxiliary lanes on Highway 1. The Highway 1 bridge over Aptos Creek and Spreckles Drive will be widened as part of the project. The new bridges, soundwalls, and retaining walls will incorporate aesthetic treatments consistent with the visual character of the corridor and the adjacent community.

This project also includes construction of Segment 12 of the Coastal Rail Trail, a bicycle and pedestrian trail along an approximately 1.25-mile segment of the Santa Cruz Branch Rail Line right-of-way from State Park Drive to Rio Del Mar Boulevard.



Project Highlights

- ▶ Improves traffic and safety operations on Highway 1
- ▶ Adds infrastructure for buses to travel in the auxiliary lanes between interchanges and on the outside shoulder through interchanges
- ▶ Reduces cut-through traffic diverting to local streets and neighborhoods by adding auxiliary lanes between State Park Drive and Freedom Boulevard
- ▶ Provides a dedicated bicycle and pedestrian trail, improving safety and connectivity to schools, commercial centers, and transit facilities
- ▶ Improves active transportation connectivity by constructing 4 dedicated bicycle/pedestrian overcrossings

Project Delivery Strategy

The RTC is leading the delivery of this project. Measure D-Highway Corridor and Active Transportation funds and other RTC discretionary funds will be used to complete preconstruction work and as a match for future grants. The project will evaluate a Trail Next to the Railroad Track Alignment ("Ultimate Trail Configuration") and a Trail on the Railroad Track Alignment ("Interim Trail") as an optional first phase. RTC is targeting Cycle 3 of the SB1 Solutions to Congested Corridors Program, Trade Corridor Enhancement Program, and Local Partnership Program funds.



Highway Corridors: Highway 1 Aux Lanes and BOS (State Park Drive to Freedom Boulevard), and Coastal Rail Trail Segment 12

Project Funding

Estimated Total Cost	\$	180M
Funding Sources		
Measure D	\$	70.3M
Other Secured	\$	26.7M
Needed	\$	83.0M



Project Status/Schedule

The environmental phase of this project is scheduled to be completed in 2023. The project is scheduled to be construction-ready in 2025, pending availability of funds for construction.

