



**Santa Cruz County
Regional Transportation Commission**

AGENDA

**Thursday, September 07, 2023
9:00 a.m.**

In-Person Meeting

Scotts Valley City Council Chambers
1 Civic Center Drive
Scotts Valley, CA 95066

Remote Participation (see page 5 for more information)

RTC Zoom

<https://us02web.zoom.us/j/85406910971>

Dial-in: +1 312 626 6799

Webinar ID: 854 0691 0971

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)	Scott Eades
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	Vanessa Quiroz-Carter
Santa Cruz Metropolitan Transit District	Mike Rotkin

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

1. Roll call

2. Approve AB2449 "Just Cause" requests
3. Additions or deletions to consent or regular agendas
4. 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

5. Approve draft minutes of the August 03, 2023 Regional Transportation Commission meeting
6. Approve draft minutes of the August 17, 2023 Regional Transportation Commission special meeting

POLICY ITEMS

No consent items

PROJECTS and PLANNING ITEMS

7. Approve the cooperative agreement with Caltrans for the Plans, Specifications, and Estimates (PS&E) and Right of Way components of the Highway 1 Auxiliary Lanes and Bus on Shoulder Project between State Park Drive and Freedom Boulevard interchanges and approve amendment to a contract with Mark Thomas (**Resolution**)
8. Approve authorizing the executive director to reject the bid for the Phase 2 Debris Removal and Erosion Repair project along the Santa Cruz Branch Rail Line and execute and emergency contract for removal of debris at the Mile Post 8.32 Bridge

9. Approve authorizing the executive director to amend an agreement with Ecology Action for Countywide Employer Outreach (**Resolution**)

BUDGET AND EXPENDITURES ITEMS

10. Accept status report on Transportation Development Act (TDA) revenues
11. Accept status report on Measure D revenues
12. Approve programming FY23-24 Transit State of Good Repair (SGR) Funding to Community Bridges Lift Line and Santa Cruz Metropolitan Transit District (METRO), amending the RTC budget, and authorizing the executive director or their designee to execute documents (**Resolution**)

ADMINISTRATION ITEMS

13. Approve the FY2023-24 Article 3 and Article 8 Transportation Development Act (TDA) claim for RTC administration and RTC planning services (**Resolution**)
14. Approve rejecting a claim from Cari McCormick

INFORMATION/OTHER ITEMS

15. Accept monthly meeting schedule
16. Accept correspondence log
17. Accept letters from RTC committees and staff to other agencies
18. Accept information items -*none*

REGULAR AGENDA

19. Commissioner Reports – oral reports
20. Director's Report – oral report
(*Guy Preston, Executive Director*)
21. Caltrans Report
 - a. Santa Cruz County project updates
22. Presentation on Scotts Valley Transportation Projects
(*Steve Jesberg, Interim Public Works Director*)

23. Coastal Rail Trail Segment 5 Maintenance Agreements
(Grace Blakeslee, Senior Transportation Planner)
 - a. Staff Report
 - b. Resolution
 - c. North Coast Rail Trail Fact Sheet
24. Consider and Approve Contract with Recruiting Firm for Executive Director Recruitment Services - **staff report to be posted to the website by 09/05/2023**
(Steve Mattas, General Counsel)
25. Review of items to be discussed in closed session

CLOSED SESSION

26. Public Employment (Pursuant to Government Code Section 54957)
Title: Executive Director

OPEN SESSION

27. Report on items discussed in closed session
28. Next meetings

The next RTC meeting is scheduled for Thursday, October 05, 2023 at 9:00 a.m. at the Santa Cruz 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, September 21, 2023 at 9:00 a.m. at a location to be determined.

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.

REMOTE PARTICIPATION

The public may participate in the meetings of the Regional Transportation Commission (RTC) in person or remotely via the provided Zoom link. If technical difficulties result in the loss of communication for remote participants, the RTC will work to restore the communication; however, the meeting will continue while efforts are being made to restore communication to the remote participants.

PARTICIPACIÓN REMOTAMENTE

El público puede participar en las justas de la Commission Regional de Transporte (RTC) en persona o remotamente a través del enlace Zoom proporcionado. Si problemas técnicos resultan en la pérdida de comunicación con quienes participan remotamente, la RTC hará lo posible por restaurar la comunicación. Pero, la junta continuara mientras se hace lo posible por restaurar la comunicación con quienes participan remotamente.

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 Titulo VI del Acta Sobre los Derechos Civiles. Cualquier persona que cree haber sido ofendida por la RTC bajo el Titulo VI puede entregar queja con la RTC comunicándose al (831) 460-3200 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 Titulo VI, East Building, 5th Floor-TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.



**Santa Cruz County
Regional Transportation Commission**

Draft MINUTES

**Thursday, August 3, 2023
9:00 a.m.**

In-Person Meeting

Board of Supervisors Chambers
701 Ocean Street, Room 525
Santa Cruz, CA 95060

Remote Participation

RTC Zoom

<https://us02web.zoom.us/j/85406910971>

Dial-in: +1 564-217-2000

Webinar ID: 854 0691 0971

1. Roll call.

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

Members present:

Sandy Brown
Kristen Brown
Alexander Pedersen
Vanessa Quiroz-Carter
Eduardo Montesino
Manu Koenig
Felipe Hernandez

Mike Rotkin
Bruce McPherson
Randy Johnson
Robert Quinn (Alt)
Andy Schiffrin (Alt)
Scott Eades (Caltrans Ex-Officio)

Staff present:

Guy Preston
Luis Mendez
Shannon Munz
Riley Gerbrandt
Tommy Travers
Amanda Marino

Yesenia Parra
Sarah Christensen
Krista Corwin
Tracy New
Rachel Moriconi
Steven Mattas (RTC Counsel)

2. Approved AB2449 request(s) - *none*
3. Additions or deletions to consent and regular agenda

Replacement pages for item 15 were posted to the website. Handouts for items 24 and 27 were posted to the website.

4. Oral communications

Received public comment from:

Brian Peoples, Trail Now

Michael Saint, Campaign for Sustainable Transportation

CONSENT AGENDA

Commissioner McPherson appreciated the collaborative efforts of staff and partner agencies on item 10.

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

MINUTES

5. Approved draft minutes of the June 1, 2023 Regional Transportation Commission meeting
6. Accepted draft minutes of the June 13, 2023 Elderly & Disabled Transportation Advisory Committee meeting
7. Accepted draft minutes of the June 15, 2023 Interagency Technical Advisory Committee meeting

POLICY ITEMS

8. Accepted State and Federal Legislative Updates

PROJECTS AND PLANNING ITEMS

9. Approved authorizing the Executive Director to execute a contract with Community Bridges to provide Wheelchair Accessible Vehicle (WAV services) (**Resolution 1-24**)
10. Approved San Lorenzo Valley Schools Complex Circulation and Access Study Final Report

11. Accepted Work Plan for the *2050 Regional Transportation Plan*
12. Approved rejection of bids and adopt revised Scope of Work and Specifications for the Phase 2 Debris Removal and Erosion Repair Project along the Santa Cruz Branch Rail Line (SCBRL)

BUDGET AND EXPENDITURES ITEMS

13. Accepted status reports on Transportation Development Act (TDA) revenues for June and July 2023
14. Accepted status reports on Measure D revenues for June and July 2023
15. Approved Amendments to the Fiscal Years (FYs) 2022-23 and 23-24 Budget and Work Program (**Resolution 2-24**)

ADMINISTRATION ITEMS

16. Accepted Fiscal Year 21/22 Measure D Annual Report

INFORMATION/OTHER ITEMS

17. Accepted monthly meeting schedule
18. Accepted correspondence log
19. Accepted letters from RTC committees and staff to other agencies
 - a. June 1, 2023 Letter to Steve McShane, Chair of the Central Coast Community Energy Policy Board re: Requesting Collaboration on New Bike Voucher Program
20. Accepted information items - *none*

REGULAR AGENDA

21. Commissioner Reports

Commissioner Rotkin discussed the health and safety concerns presented by high volumes of cars parked along Highway 9, forcing traffic into the adjacent lane, and a lack of restroom facilities for state park visitors between Felton and Santa Cruz. Chair Koenig will draft a letter to Caltrans requesting some attention to the issue.

22. Director's Report

Executive Director Preston delivered updates on storm damage repair on the

Santa Cruz Branch Rail Line; phase 2 of debris removal and erosion control work; comments on the FY22-23 Measure D Annual Report and appreciation to the staff and members of the Measure D Taxpayer Oversight Committee; funding included in the state budget for new rail and zero-emission transit programs; staffing changes including the departure of Transportation Planner Matt Schroeder and upcoming retirement of Executive Director Preston, scheduled for December 1, 2023.

Commissioners discussed: surprise upon hearing Director Preston's retirement announcement; appreciation for Executive Director Preston's service, collaboration, transparency, and leadership throughout his tenure at the RTC.

23. Caltrans Report

Commissioner Scott Eades appreciated Executive Director Preston for his work and partnership; provided a staffing update on the position of Deputy Director for District 5, which has been filled by Brandy Rider; the upcoming Climate Adaptation Planning grant workshop on August 16 from 1:30pm-3:00pm; explained the process for making temporary and permanent repairs to the highway; highlighted storm damage repairs including the Soquel Creek Bridge Scour Protection Project, Highway 35 at Bear Creek Road, and on Highway 9, ongoing work at Jayne's Slide and at milepost 22.

Commissioner Eades responded to questions regarding: the necessity of a 24-hour closure of Highway 236; funding and formalizing off-road parking for visitors to Shark Fin Cove; Kevin Drabinski's contact information for District 5 updates.

24. Highway 1 Construction Update

This item was heard out of order after item 26. Senior Transportation Engineer Sarah Christensen gave a presentation highlighting construction progress, project schedules, and public outreach.

Ms. Christensen responded to questions regarding the plan for transitioning to bus-on-shoulder operation after project completion; syncing light signals on Soquel Drive; potential planning for improvements to the three-way stop at Robertson & Soquel Drive; coordination of traffic control measures with the time of day; safety reminders for moving through the construction zone.

25. **PUBLIC HEARING:** Draft 2023 Public Participation Plan for the Association of Monterey Bay Area Governments (AMBAG), the Council of San Benito County Governments (SBtCOG), the Santa Cruz County

Regional Transportation Commission (RTC) and the Transportation
Agency for Monterey County (TAMC)

Communications Specialist Shannon Munz delivered the staff report.

The public hearing opened at 9:47. No comments were made. The public hearing closed at 9:48.

Commissioners discussed: appreciation for the work and the impact of public outreach on project implementation; AMBAG's discussion on the limitations of public engagement via social media.

26. Receive presentation from County Health Services Agency – Public Health Division on Safe and Active Transportation Programs

Health Services Agency Staff Theresia Rogerson and Arnold Shir gave a presentation. In response to a question from a Commissioner, Mr. Shir discussed more details about safety education programming for youth who use micro-mobility (e-bikes and scooters); members of the public are invited to join the Community Traffic Safety Coalition to lend their support.

Received public comment from:

Ben Vernazza

Lani Faulkner, Equity Transit

Jonathan Goren

David Van Brink

Commissioners discussed: appreciation for Vision Zero efforts; good progress in Watsonville; more infrastructure on rural roads will serve young bicyclists in South County.

27. Transit and Intercity Rail Capital Program (TIRCP) Grant Funding Master Agreement, Contract Award for Professional Engineering and Environmental Services, and Amendment to the Measure D-Rail Category 5-Year Program of Projects for the Zero Emission Passenger Rail & Trail Project between Pajaro Junction and Santa Cruz along the Santa Cruz Branch Rail Line

Associate Engineer Riley Gerbrandt delivered the staff report. Mr. Gerbrandt responded to Commissioner questions regarding the need to request additional funds; outcome of concept report and project readiness for environmental review; how the additional \$1.5 mil will be spent on public outreach and communication.

Executive Director Guy Preston responded to questions regarding: rail projects eligible for RTIP funds, but difficult decisions will need to be made with respect to project prioritization; Measure D-rail category funding and TIRCP funding can both be programmed for this purpose; however Measure D funding is strained by maintenance and storm damage repair needs and delays in reimbursement from FEMA; transit (i.e. METRO) projects would be in direct competition for TIRCP funds, however roadway projects would not; RTIP funding decisions planned for December; requesting Measure D-rail category funds be allocated to bridge the gap; strategize pursuing alternative funding sources for the environmental document; Measure D programs are managed via a cash flow model and the model extrapolates out through the end of the 30-year tax measure in 2047.

Ms. Christensen responded to a Commissioner's question regarding the cost of an environmental document and availability of funding sources for such a document; discretionary funds are helpful for pre-construction projects such as environmental review; however, we don't want one project to monopolize our discretionary funds; concept report will inform an estimate of operational costs; another funding source must be identified in order to operate and maintain the passenger rail system; planning for the outreach activities.

Commissioners discussed: support for concept report in order to understand feasibility of rail project; desire to avoid diverting funds from other projects in order to pursue rail project; balancing funding sources; impacts of reallocation on our capacity to implement projects; what the project concept report will entail; considering capital expenditures versus operational costs; unexpected costs and the validity of project cost estimates.

Received public comment from:

Matt Farrell, Friends of the Rail and Trail
Brian Peoples, Trail Now
Ben Vernazza
Lani Faulkner, Equity Transit
David Van Brink
Barry Scott

Commissioner Alternate Schiffrin motioned and Commissioner Rotkin seconded the motion to approve the staff recommendation to:

1. Adopt **Resolution 3-24** authorizing the Executive Director, or their designee, to:
 - Negotiate and execute Master Agreements (Exhibit A to Attachment 1), Program Supplement Agreements, and other Agreements, and amendments to such agreements, with the State of California, Caltrans and other state agencies to

- administer grant funding for Transit and Intercity Rail Capital Program (TIRCP) Grant Awards;
 - Negotiate and execute Master Agreements, Program Supplements, Cooperative/ Contribution Agreements, Fund Exchange Agreements, and other agreements, and amendments to such agreements, with the State of California, Caltrans, California State Transportation Agency, the California Transportation Commission and other state or federal agencies, as may be necessary, to receive and administer regional, state and federal funds, and
 - Prepare and submit applications for funding of projects and programs, consistent with the RTC's adopted Annual Budget and Work Program or other RTC documents and actions.
2. Adopt **Resolution 4-24** authorizing the Executive Director to negotiate and execute a professional engineering and environmental services contract for the full Project Concept Report for the Zero Emission Passenger Rail & 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 \$7,703,548; 27-1 TIRCP Master Agreement & ZE Passenger Rail & Trail Contract Page 2
 3. Amend the Measure D-Rail Category Program of Projects to add \$1.63 million of funding in FY23/24 through FY24/25 to fully fund the Project Concept Report;
 4. Amend the RTC FY 23/24 budget accordingly; and
 5. Authorize inter-program loans from other Measure D fund categories to the Measure D Rail category, if needed.

Commissioners discussed: considering alternative sources of funds for advancement of the concept report and continue to leverage Measure D funds; interpreting the results of the concept report.

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

28. Regional Transportation Improvement Program (RTIP) Call for Projects

Senior Transportation Planner Rachel Moriconi delivered a presentation in lieu of planner Amy Naranjo, who could not be present due to illness.

Ms. Moriconi responded to Commissioner questions regarding: the breadth of project criteria; gratitude to 2016-Measure D voters; implementation

requirements of agencies who request RTIP funds for a project; processes by which the RTC can make adjustments to the funding allocation decisions;

Commissioners discussed: whether an applicants' consideration of alternative funding sources should be added to the call-for-projects; balancing priorities of county road maintenance versus the vision of a transformative public transit system; to advance equity goals, development of transit-oriented affordable housing must coincide with implementation of transit.

Received public comment from:

Lani Faulkner, Equity Transit

Commissioner Rotkin motioned and Commissioner Alternate Schiffrin seconded the motion to approve the staff recommendation to:

1. Approve evaluation criteria and the proposed process for programming various state and federal funds and production of the 2024 Regional Transportation Improvement Program (RTIP); and
2. Issue a call for projects for projected new State Transportation Improvement Program (STIP), Surface Transportation Block Grant Program (STBG)/Regional Surface Transportation Exchange (RSTPX) funds, SB 1 formula Local Partnership Program (LPP) funds.

Commissioner Alternate Schiffrin made a motion to amend the motion on the floor to add the availability of other funding and the potential for leveraging as additional considerations and Commissioner S. Brown seconded the motion. The motion to amend the motion passed unanimously with Commissioners S. Brown, Pedersen, K. Brown, Quiroz-Carter, Koenig, Johnson, McPherson, Rotkin, Hernandez, and Commissioner Alternates Schiffrin and Quinn voting "aye."

The vote was called on the amended motion and the amended motion passed unanimously with Commissioners S. Brown, Pedersen, K. Brown, Quiroz-Carter, Koenig, Johnson, McPherson, Rotkin, Hernandez, and Commissioner Alternates Schiffrin and Quinn voting "aye."

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

RTC Counsel Steve Mattas communicated that there may be reportable action after closed session.

CLOSED SESSION

The Commission entered closed session at 12:10 p.m.

30. Conference with Legal Counsel – Anticipated Litigation (Pursuant to Government Code Section 54956.9(d)(4))
Initiation of Litigation: Two cases

OPEN SESSION

31. Report out of items discussed in closed session

On a vote of 11-0, the Commission unanimously authorized the filing of two quiet title actions related to a portion of the SCBRL where there is an existing disagreement between the property owners and the RTC as to the ownership and the fee interest of those properties.

The meeting adjourned at 12:40 p.m.

32. Next meetings

The next RTC meeting is a special meeting scheduled for Thursday, August 17, 2023 at 9:00 a.m., in the Redwood Room on the fifth floor of the County Governmental Center, located at 701 Ocean St. Rm. 525, Santa Cruz, CA 95060.

The next regular RTC meeting is scheduled for September 07, 2023 at the Scotts Valley City Council Chambers located at 1 Civic Center Drive, Scotts Valley, CA, 95066.

Respectfully submitted,

Yesenia Parra, Administrative Services Officer

Attendees

Casey Carlson
Ben Vernazza
Lani Faulkner for Equity Transit
Celeste Gutierrez
David Van Brink
Tom Walker
Paul Martin
Faina Segal
Christina Watson, TAMC
Jeanette Guire RC RR
Steve Wiesner

Keith Wood
Johanna Lighthill
Kevin Drabinski
Brian Peoples (Trail Now)
Janneke Strause, TAMC
Frank Rimicci, Jr.
Nancy Yellin
Robert Tidmore
Clare Gallogly
PK
S. English

Dianne D
Jonathan Goren
Brian
Alissa Guther
Linda Wilshusen
Michael Saint
Paul Guirguis, Caltrans
Michael Pisano
(407)***-9035
Paula Bradley
Maureen
Mark McLaren
Chris O’Gara
BobFi
Barry Scott



**Santa Cruz County
Regional Transportation Commission
Special Meeting**

Draft MINUTES

**Thursday, August 17, 2023
9:00 a.m.**

In-Person Meeting

Redwood Room, Fifth Floor
701 Ocean Street, Room 525
Santa Cruz, CA 95060

Remote Participation

RTC Zoom
<https://us02web.zoom.us/j/82989724926>
Dial-in: +1 312 626 6799
Webinar ID: 829 8972 4926

1. Roll call.

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

Members present:

Sandy Brown	Mike Rotkin
Kristen Brown	Bruce McPherson
Alexander Pedersen	Randy Johnson
Eduardo Montesino	Vanessa Quiroz-Carter
Felipe Hernandez	Andy Schiffrin (Alt)
Manu Koenig	

Staff present:

Guy Preston	Yesenia Parra
Luis Mendez	Brianna Goodman
Krista Corwin	Steven Mattas (RTC Counsel)

2. Approved AB2449 request(s) - *none*
3. Additions or deletions to consent and regular agenda - *none*
4. Oral communications

Received public comment from:
Brianna Goodman
Luis Mendez

CONSENT AGENDA

No consent items

REGULAR AGENDA

5. Review of items to be discussed in closed session

RTC Counsel Steve Mattas communicated that there would be no reportable action resulting from closed session discussions.

CLOSED SESSION

The Commission entered closed session at 9:10 a.m.

6. Public Employment (Pursuant to Government Code Section 54957)
Title: Executive Director
7. Conference with Labor Negotiators (Pursuant to Government Code Section 54956.8)
Agency Designated Representatives: Guy Preston and Jesse Lad
Employee Organizations: CORE and RAMM
8. Report of items discussed in closed session

The meeting adjourned at 10:57 a.m.

9. Next meetings

The next RTC meeting is scheduled for Thursday, September 07, 2023 at 9:00 a.m., at the Scotts Valley City Council Chambers located at 1 Civic Center Drive, Scotts Valley, CA.

The next Transportation Policy Workshop meeting is scheduled for Thursday, September 21, 2023 at 9:00 a.m. at the RTC Offices.

Respectfully submitted,

Yesenia Parra, Administrative Services Officer

AGENDA: September 7, 2023

TO: Regional Transportation Commission

FROM: Sarah Christensen P.E.

RE: Highway 1 State Park-Freedom Auxiliary Lanes, Bus on Shoulder, and Coastal Rail Trail Segment 12 Project Cooperative Agreement with Caltrans for the Final Design and Right of Way Components, and Amendment to Professional Engineering Services Agreement TP2122

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) approve the attached resolution (Attachment 1) authorizing the Executive Director to negotiate and execute:

1. The Cooperative Agreement with Caltrans (Exhibit A) for the Plans, Specifications and Estimates (PS&E) and Right of Way components of the Highway 1 Auxiliary Lanes and Bus on Shoulder Project between State Park Drive and Freedom Boulevard interchanges, which includes Segment 12 of the Coastal Rail Trail (Project);
2. Amendment 3 to Professional Engineering Services Agreement TP2122 (Exhibit B) with Mark Thomas for additional scope at cost of \$299,776; and
3. Combining the Project with a portion of Caltrans SHOPP project 05-1J961 for lighting at on- and off-ramps, gore paving, and a retaining wall along the northbound side of Highway 1 near Valencia Creek.

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 April of 2021, the RTC issued a Request for Proposals (RFP) to procure an engineering consultant to prepare the preliminary engineering and environmental documentation for the project. The RFP included a provision to retain the successful firm for final design, at the option of the RTC. The contract (TP2122) was awarded to Mark Thomas & Company, Inc. with an original contract value of \$2.08M. In September of 2022 the RTC approved amendment 1 to the Mark Thomas contract for the final design of the project for a total contract value of \$12,079,064. In February, 2023 the RTC approved amendment 2 to add \$49,905 for grant application support for a total value of \$12,128,969.

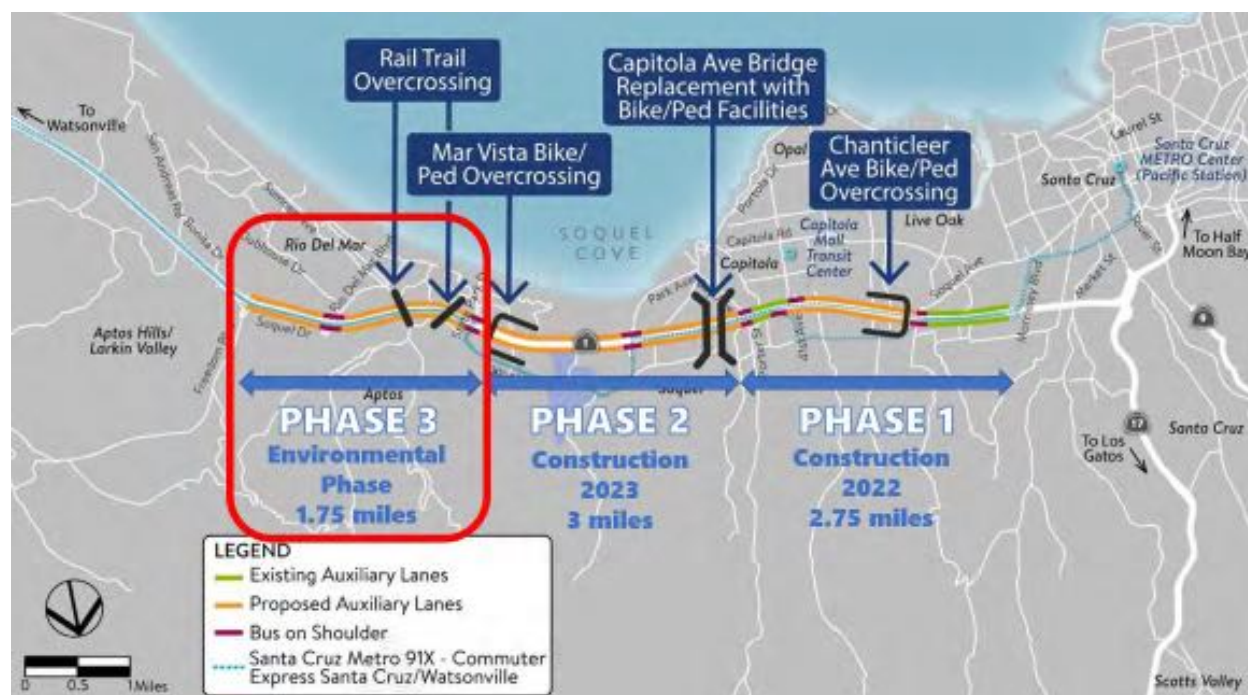


Figure 1 - The Phase 3 project includes auxiliary lanes and bus on shoulder improvements between the State Park Drive and Freedom Boulevard interchanges, widening of the Highway 1 bridge over Aptos Creek & Spreckles Drive, reconstruction of North Aptos & South Aptos Railroad Underpasses, and Segment 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

The Project Approval and Environmental Document (PA&ED) component of the Project is underway, scheduled to be complete by the end of the

calendar year. The Draft Environmental Impact Report/Environmental Assessment (EIR/EA) was circulated in April through June of 2023. Three public meetings were held virtually and in-person to gain valuable feedback from the public on the Project. The final design work of this project has been advanced concurrently with the remaining environmental work in order to save 6-months on the schedule and have the project construction-ready sooner. The project's final design will take approximately 2.5 years, and the current schedule allows for the project to start construction as early as 2025.

Cooperative Agreement with Caltrans

A Cooperative Agreement with Caltrans for the PS&E and right of way components of the Project is needed to memorialize the roles and responsibilities of each agency and designate RTC as the implementing agency, with Caltrans providing oversight. The Cooperative Agreement is also needed to memorialize the funding plan and obtain the STIP funding allocations from the CTC for the final design component of the Project. The funding for the PS&E and right of way components is a combination of STIP and Measure D. Staff plans to request the \$300K STIP allocation from CTC upon completion of the PA&ED work. The draft Cooperative Agreement is included as Exhibit A to Attachment 1.

Staff recommends the Commission approve the attached resolution (Attachment 1) authorizing the Executive Director to negotiate and execute a Cooperative Agreement with Caltrans for the right of way and final design components of the Project, subject to the final review by legal counsel as to form.

Amendment 3 to Professional Engineering Services Agreement TP2122

Through the environmental and final design activities there have been additional effort needed to address unforeseen issues, including additional geotechnical investigations needed along Highway 1 near Valencia Creek and along the SCBRL near Aptos Creek, development of the Aptos Creek fish passage concept and final design, a historic survey of the SCBRL, and technical support for responding to public comments received on the draft EIR/EA.

Staff has also worked with Caltrans and are recommending improvements from Caltrans-led State Highway Operation and Protection Program (SHOPP) project (05-1J961) that is under development, which overlaps with the Project improvements on Highway 1. The improvements include lighting at on- and off-ramps, gore paving, and a retaining wall along the northbound side of Highway 1 near Valencia Creek. By combining the

projects there are efficiencies gained, which creates cost savings and reduces impacts to the traveling public. Caltrans has offered to add \$12.2 million in SHOPP funding to the Project construction component to cover the cost of these improvements. The SHOPP has limitations to how funds are programmed and Caltrans/RTC staff recommendation is to program the SHOPP funds on the construction component and use local funds to cover the added support costs realized by the additional improvements. The cost savings created by these efficiencies offsets the previously unforeseen PS&E cost included in this proposed amendment. Combining the projects also brings a new funding source to the project, which is expected to provide leveraging benefits in future competitive grant applications.

Staff negotiated a cost of \$299,776 with Mark Thomas for the additional PS&E work. **Staff recommends authorizing the Executive Director to execute amendment 3 to contract TP2122 (Exhibit B to Attachment 1) to add scope and \$299,776 in compensation for this design work.** If authorized the total contract value, as amended, would be \$12,428,745.

Staff also recommends authorizing Caltrans to execute a Project Change Request (PCR) to combine the Highway 1 Auxiliary Lane and Bus on Shoulder project with two Caltrans SHOPP projects for Highway 1 lighting, gore paving, and a retaining wall, adding \$12.2 million in SHOPP funding to the combined project's construction budget.

NEXT STEPS

Caltrans will issue a PCR to combine the two projects. The final design activities are scheduled to continue through the end of 2024. The Final EIR/EA is scheduled to be complete before the end of 2023, upon completion of which the right of way activities will commence. The project is scheduled to begin construction in fall of 2025 pending availability of funds for construction. Staff is targeting cycle 4 of the Senate Bill 1 (SB1) programs to fully fund the project, which is expected to have a call for projects in 2024. The Cooperative Agreement for construction of the project will include the \$12.2 million of SHOPP funds, which is anticipated to be recommended for Commission approval in late 2024.

FISCAL IMPACT

There are no net fiscal impacts associated with negotiating and entering into a Cooperative Agreement with Caltrans for the PS&E and right of way components of the Project and Amendment 3 to TP2122. Although the proposed Cooperative Agreement and amendment adds \$299,766 in Measure D Highway Corridor category funds for the PS&E of this work, there

is sufficient programming and budget capacity in the Measure D Highway Corridors 5-year program of projects and RTC FY23/24 budget to fund this amendment. The additional design cost will be offset by an equal amount of the \$12.2 million of new SHOPP funding added to the project's construction component for a no net change in overall project cost.

SUMMARY

Staff recommends approving a Cooperative Agreement with Caltrans for the final design and right of way components of the Project, with RTC as the implementing agency and Caltrans providing oversight. Staff recommends amending the consultant contract for continued final design activities, which will be funded by Measure D Highway Corridor category funds.

ATTACHMENTS

1. Resolution
 - a. Draft Cooperative Agreement
 - b. Draft Amendment 3 to TP2122

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RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 7, 2023
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A COOPERATIVE AGREEMENT WITH CALTRANS FOR THE PLANS, SPECIFICATIONS AND ESTIMATES (PS&E) AND RIGHT OF WAY COMPONENTS OF WORK FOR THE HIGHWAY 1 AND SEGMENT 12 PROJECT, AND TO EXECUTE AMENDMENT 3 TO CONTRACT TP2122 WITH MARK THOMAS FOR CONTINUED ENGINEERING AND ENVIRONMENTAL SUPPORT FOR THE 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, the Measure D expenditure plan approved by voters of Santa Cruz County in 2016 and amended in 2020 to include auxiliary lanes and bus on shoulder improvements between State Park Drive and Freedom Boulevard;

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

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

WHEREAS, in September of 2022 the RTC approved amendment 1 to the Mark Thomas contract for the final design of the project for a total contract value of \$12,079,064 and in February, 2023 the RTC approved amendment 2 to add \$49,905 for grant application support for a total value of \$12,128,969;

WHEREAS, a Cooperative Agreement spelling out roles and responsibilities of RTC and Caltrans is needed in order for Caltrans to provide oversight for the project and to obtain the STIP funding allocation from the CTC;

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

1. The Executive Director is authorized to negotiate and execute the Cooperative Agreement with Caltrans (Exhibit A) for the final design and right of way components of the Highway 1 Auxiliary Lanes and Bus on Shoulder Project between State Park and Freedom interchanges which includes Segment 12 of the Coastal Rail Trail, subject to the final negotiations and approval by legal counsel as to form;
2. The Executive Director is authorized to negotiate and execute Amendment 3 to Professional Engineering Services Agreement TP2122 (Exhibit B) with Mark Thomas for continued final design and environmental support for the Project to add scope and \$299,776 in compensation for a not to exceed contract value of \$12,428,745; and
3. The Project is hereby combined with a portion of Caltrans SHOPP project 05-1J961 for lighting at on- and off-ramps, gore paving, and a retaining wall along the northbound side of Highway 1 near Valencia Creek.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

ATTEST:

Manu Koenig, Chair

Guy Preston, Secretary

Exhibits: A. Cooperative Agreement with Caltrans
B. Amendment 3 to Contract TP2122

Distribution: RTC Fiscal, RTC Project Manager

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COOPERATIVE AGREEMENT COVER SHEET

Work Description

WIDENING STATE ROUTE (SR) 1 TO INCLUDE AUXILIARY LANES, ACCOMMODATE BUS-ON-SHOULDER (BOS) OPERATIONS BETWEEN THE FREEDOM BOULEVARD AND STATE PARK DRIVE INTERCHANGES, CONSTRUCT SOUNDWALLS AND RETAINING WALLS, WIDEN THE SR1 BRIDGE OVER APTOS CREEK & SPRECKLES DRIVE, AND CONSTRUCT THE COASTAL RAIL TRAIL SEGMENT 12

Contact Information

CALTRANS

Madilyn Jacobsen, Project Manager

50 Higuera Street

San Luis Obispo, CA 93401

Office Phone: 805-834-6287

Email: Madilyn.Jacobsen@dot.ca.gov

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Sarah Christensen, Project Manager

1101 Pacific Avenue, Suite 250

Santa Cruz, CA 95060

Office Phone: (831) 460-3200

Email: schristensen@sccrtc.org

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FUNDING SUMMARY No. 01 1

 FUNDING TABLE 1

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Please note:

1. Caltrans administered funds must be expended proportionally with all other funds. All project funds must be shown in the Funding Summary. Local funds committed to the project cannot be omitted from the funding summary.
2. Project Development Information > Work Completed > Environmental Document Date is missing.

COOPERATIVE AGREEMENT

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

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

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

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *widening State Route (SR) 1 to include auxiliary lanes, accommodate bus-on-shoulder (BOS) operations between the Freedom Boulevard and State Park Drive interchanges, construct soundwalls and retaining walls, widen the SR1 bridge over Aptos Creek & Spreckles Drive, and construct the Coastal Rail Trail Segment 12* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
 - RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

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

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

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

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

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

5. The following work associated with this PROJECT has been completed or is in progress:
 - SCCRTC is developing the Environmental Impact Report (Cooperative Agreement No. 05-0378).
 - SCCRTC is developing the Environmental Assessment (Cooperative Agreement No. 05-0378).
 - SCCRTC completed the Project Initiation Document on August 30, 2002.
 - SCCRTC is developing the Project Report.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

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

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

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

Implementing Agency

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

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

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits.

- SCCRTC is the RIGHT OF WAY IMPLEMENTING AGENCY

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

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

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

Funding

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

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

14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.

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

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SCCRTC's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

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

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. SCCRTC will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

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

Environmental Permits, Approvals and Agreements

24. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

26. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
U.S. Fish and Wildlife Service (Section 7 FESA)
U.S. Fish and Wildlife Service (Section 7 BO)
NOAA/NMFS(Section7 FESA)
NOAA/NMFS (Section 7 BO)
Coastal Development Permit
1602 California Department of Fish and Wildlife

Plans, Specifications, and Estimate (PS&E)

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

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

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No
255.20 Final PS&E Package	Yes
260 Contract Bid Documents Ready to List	Yes
265 Awarded and Approved Construction Contract	Yes

29. SCCRTC will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

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

30. SCCRTC will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

31. PARTIES acknowledge that the activities Final District PS&E Package (255.20) and Contract Bid Documents "Ready to List" (260) will be performed by CALTRANS. Because CALTRANS is anticipated to perform the advertisement, award, and administration (AAA) of the construction contract, the PS&E package must be reviewed and approved by CALTRANS District and HQ Office Engineers prior to advertisement. The PS&E package must be reviewed and approved by SCCRTC for improvements along the Santa Cruz Branch Rail Corridor.

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

RIGHT-OF-WAY

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

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.25.10.xx Quality Management	No

34. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
35. SCCRTC will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.
36. SCCRTC will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
37. SCCRTC will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
38. Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA Lead Agency.

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

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

40. If SCCRTC acquires any right-of-way to be incorporated into the State Highway System, SCCRTC or County of Santa Cruz ~~local agencies having jurisdiction and authorized under the law~~ will first acquire in its own name.

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

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

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

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

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

Schedule

45. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
46. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written quarterly progress reports during the completion of the WORK.

Additional Provisions

Standards

47. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
 - CADD Users Manual
 - CALTRANS policies and directives
 - Plans Preparation Manual
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide
 - Standard Environmental Reference
 - Highway Design Manual
 - Right of Way Manual
 - Stewardship and Oversight Agreement
 - Encroachment Permits Manual

Noncompliant Work

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

Qualifications

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

Consultant Selection

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

Encroachment Permits

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

Protected Resources

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

Disclosures

54. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

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

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

Hazardous Materials

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

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

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

57. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
58. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

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

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

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds committed in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

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

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

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

Claims

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

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

Accounting and Audits

65. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
66. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

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

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

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

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

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

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

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

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

68. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
69. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

70. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
71. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

72. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
73. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
74. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

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

Environmental Compliance

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

GENERAL CONDITIONS

77. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

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

Exemptions

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

Indemnification

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

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

Non-parties

82. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
83. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

84. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

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

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

Defaults

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

Dispute Resolution

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

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

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

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

Prevailing Wage

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

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

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

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

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Scott Eades
District Director

Verification of funds and authority:

Cheryl Berry
D5 Resource Manager

Certified as to financial terms and policies:

Lai Saephan
HQ Accounting Supervisor

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Guy Preston
Executive Director

Attest:

Sarah Christensen
Project Manager

Approved as to form and procedure:

Steve Mattas
RTC Counsel

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u> v. 12						
<u>IMPLEMENTING AGENCY</u> →			<u>SCCRTC</u>	<u>SCCRTC</u>		Totals
Source	Party	Fund Type	PS&E	R/W SUPPORT	R/W CAPITAL	
STATE	SCCRTC	STIP/RIP	300,000	0	0	300,000
LOCAL	SCCRTC	Measure D	9,700,000	0	5,035,000	14,735,000
Totals			10,000,000	0	5,035,000	15,035,000

<u>SPENDING SUMMARY</u> v 221						
Fund Type	PS&E		R/W Support		R/W CAPITAL	Totals
	CALTRANS	<u>SCCRTC</u>	CALTRANS	<u>SCCRTC</u>	<u>SCCRTC</u>	
STIP/RIP	300,000	0	0	0	0	300,000
Measure D	0	9,700,000	0	0	5,035,000	14,735,000
Totals	0	10,000,000	0	0	5,035,000	15,035,000

Funding

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

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

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

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

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

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

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

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.
7. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

Invoicing and Payment

8. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SCCRTC will pay invoices within five (5) calendar days of receipt of invoice.
9. If SCCRTC has received EFT certification from CALTRANS then SCCRTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
10. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

11. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SCCRTC will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
12. If CALTRANS reimburses SCCRTC for any costs later determined to be unallowable, SCCRTC will reimburse those funds.

Plans, Specifications, and Estimate (PS&E)

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

RIGHT-OF-WAY Support

14. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

RIGHT-OF-WAY Capital

15. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

CLOSURE STATEMENT INSTRUCTIONS

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

YES / NO

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

YES / NO

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

YES / NO

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

YES / NO

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

YES / NO

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

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 05-0438 and any amendments to the agreement. The final signature date on this document terminates agreement 05-0438 except survival articles. All survival articles in agreement 05-0438 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

District Director

Date: _____

**Certified as to all financial
obligations/terms and policies**

D5 Resource Manager

Date: _____

**SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION**

Executive Director

Date: _____

AMENDMENT 3

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

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

Section 2. Compensation:

- A.** Payment amount shall be increased by \$299,776 to a not to exceed amount of \$12,428,745.

All other provisions of said Agreement shall remain the same.

SIGNATURES**1. CONSULTANT**

By _____
Zachary Siviglia
President/CEO

Date _____

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 _____
Guy Preston
Executive Director

Date _____

3. APPROVED AS TO FORM:

By _____
Steve Mattas
RTC Counsel

Date _____

4. APPROVED AS TO INSURANCE:

By _____
Yesenia Parra
RTC Administrative Services Officer

Date _____

Distribution: RTC Contract Manager, RTC Contracts, CONSULTANT

AGENDA: September 7, 2023

TO: Regional Transportation Commission
FROM: Riley Gerbrandt, P.E., Associate Transportation Engineer
RE: Rejection of bid for the Phase 2 Debris Removal and Erosion Repair Project along the Santa Cruz Branch Rail Line

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) reject the bid for the construction of the Phase 2 Debris Removal and Erosion Repair Project along the Santa Cruz Branch Rail Line.

BACKGROUND

The 32-mile Santa Cruz Branch Rail Line (SCBRL) has 37 bridges, 100 public and private grade crossings, and 92 drainage cross culverts. The infrastructure preservation needs of the SCBRL include bridge repairs or replacements, drainage improvements, coastal erosion repair, slope stabilization, retaining walls, grade crossing improvements and repairs, storm-related repairs, and railbed repairs.

In late December 2022 and early January 2023 and then continuing through March 2023, several severe winter storms occurred in Santa Cruz and Monterey Counties. The storms brought heavy rains, high winds, large surf, and snow, which resulted in damage to the SCBRL. Damages from the severe winter storms included, but were not limited to, downed trees, landslides, slip outs, embankment washouts, erosion, flooding, bridge damage, and deposition of debris and sediment on the SCBRL. On two occasions during these storm events, the President of the United States of American declared a major disaster and ordered Federal aid to supplement State, tribal, and local recovery efforts in the affected areas.

Staff presented information relating to the damage caused by the severe storms and requesting authorization, which was granted via resolution, for the Executive Director to make amendments to existing contracts or enter into new contracts as necessary up to a total amount of \$400,000 to address storm damage at the February 2, 2023, Commission meeting.

During and immediately following the severe winter storms, RTC staff responded to the damages and threats to property on the SCBRL. Existing

on-call and independent contractor contracts were utilized to remove downed trees, repair damage at the Manresa Bluffs, and to assess the severity and extent of damage throughout the SCBRL. The RTC also entered into two emergency contracts: one to repair two embankment washouts, and the other to remove debris and to install erosion control.

Staff submitted Requests for Public Assistance to the Federal Emergency Management Agency (FEMA) and to the California Governor's Office of Emergency Services (Cal OES). These requests were approved, and staff subsequently coordinated with representatives of FEMA and Cal OES to submit necessary forms and documentation in order to progress the receipt of federal and state grant funds to reimburse the RTC for eligible expenses related to the severe winter storms.

On April 5 through 7, 2023, RTC staff and FEMA representatives toured the SCBRL to inspect damages relating to the severe winter storms. During these site inspections, additional debris, sedimentation, and erosion was discovered that was not evident during earlier site inspections conducted by staff and on-call consultants.

In June of 2023 the RTC adopted plans and specifications for IFB2177 for the Phase 2 Debris Removal and Erosion Repair Project. On July 21, 2023, one complete and responsive bid of \$611,105 (26% over the Engineer's Estimate) was received from Irish Excavation. On August 3, 2023 the RTC rejected the bid received and authorize staff to make minor changes to the bid package and readvertise the Project.

DISCUSSION

Following the rejection of the single complete and responsive bid received, staff evaluated ways to re-scope the project to make it more attractive to qualified bidders. The original scope of work – as amended by addenda issued during the project solicitation – included requirements to complete all work within 60 working days in order to avoid potential impacts to listed special-status species. These project restrictions and uncertainties limited the pool of potential bidders that could undertake the work and likely contributed to the higher than expected bid.

To address these challenges, staff developed a revised Scope of Work for the Phase 2 Debris Removal and Erosion Repair Project that took into consideration work windows and durations. The revised scope of work excluded work at one site (Mile Post 9.51) that requires permits, specified contract first-order work to be completed at six sites (Mile Posts 7.87, 8.25,

8.32, 23.10, 23.14, and 23.19) before migration of listed special-status species, and extended the number of contract working days to complete contract work at the remainder of the project sites. The re-scoped project had an engineer's estimate of \$455,284.

Staff released the rescoped IFB 2180 on August 7, 2023. A non-mandatory pre-bid walk took place on August 15th, 2023 to review the scope of work for the Phase 2 Debris Removal and Erosion Repair project, with four contractors in attendance. On August 28, 2023, the RTC received one complete and responsive bid from Irish Excavation in the amount of \$699,812 (54% over the engineer's estimate). The detailed bid summary is included as Attachment 1.

Through the advertisement period, staff responded to bidder inquiries and took measures to make the work more attractive to bidders, including adjustments to the contract award schedule and start of job site activities time constraints. Staff worked with on-call consultants to develop bid documents that provided the most flexibility for the contract in order to increase the likelihood of receiving competitive bids. Staff considers the bid received to be unreasonable, and rejection of the bid is in the public's best interest.

Staff believes that the bid prices may have been higher than the typical unit prices for recent construction projects due to lack of competition, the fact that rail mounted equipment (which is specialized equipment that not all potential bidders possess in their fleets) is needed to perform the work, and the construction window in which bidders were required to complete the work.

Although the work around the environmentally sensitive areas must be done outside of seasonal restrictions, staff determined that most of the work can be postponed, and multiple/modified bid packages can be issued to address cost and schedule issues.

Therefore, **staff recommends the RTC reject the bid received in response to the IFB2180 for the Phase 2 Debris Removal and Erosion Repair Project along the Santa Cruz Branch Rail Line.**

Revised Bid Packages:

After bids were opened and reviewed, staff evaluated ways meet the infrastructure preservation needs of the SCBRL in relation to the scope of work. Of the sites where work was proposed, one site needs to be addressed urgently before the rainy season begins this fall. This site includes storm damage debris removal and ditch grading at the Mile Post 8.32 single-span timber bridge. There is significant sediment debris build-up underneath the bridge up to the soffit that is blocking the drainage flow through the railroad right of way. If the sediment is not removed prior to a large storm, a wash-out could occur. Staff recommends issuing an emergency contract for this one location, prior to the commencement of the rainy season. This work is considered an emergency due to the imminent need to remove the sediment debris to protect the branch line against a potential washout. In accordance with RTC procurement policy, in the event of an emergency the Executive Director is authorized to issue emergency contracts to prevent significant loss to the RTC by consulting with the Chair of the RTC and submit a report to the RTC at its next regular meeting. After soliciting quotes, staff plans to consult with the Chair, issue the contract, and report at a subsequent meeting regarding this matter.

The remaining sites can be addressed at a later date through subsequent maintenance contracts. To address the challenges of attracting competitive bids for the Phase 2 Debris Removal and Erosion Repair Project, staff plan to re-scope the work at the remaining sites to make the project more attractive to qualified bidders. Staff plan to provide more flexible time constraints for the project so that the contractor can complete the work at the remaining sites with more flexibility, likely to take place in 2024.

FISCAL IMPACT

Rejection of the bid has no new fiscal impacts associated with the project. The subsequent contracts will be funded by a temporary loan from RSTPX, which has sufficient cash flow capacity pending the value of the construction contract. Staff will seek reimbursement of disaster-relief funds from Cal OES and FEMA through their public assistance programs to pay back the loan. Failure to receive reimbursement and/or changes in the RSTPX cash flow prior to reimbursement may require programming of Measure D-Rail funding.

SUMMARY

Staff advertised the re-scoped Phase 2 Debris Removal and Erosion Repair Project along the SCBRL, Invitation for Bids (IFB2180), in August of 2023 and received one bid on August 28, 2023. Staff recommends rejecting the bid. Staff plans to issue an emergency contract to complete urgent work at Mile Post 8.32 in an effort to prevent significant loss to the RTC.

ATTACHMENTS

1. Bid Summary

Santa Cruz County Regional Transportation Commission
Phase 2 Debris Removal and Erosion Repair Project
RTC Project Number: IFB2180
Bids Due: August 28, 2023 at 10:00 AM
Bids Opened: August 28, 2023 at 10:03 AM

Bid Summary

Item No.	Item Code	Description	Units	Engineers Estimate	Irish Excavation	
				Quantity	Unit Price	Extension
1	194001A	Ditch Excavation and Debris Removal from Railroad Corridor	CY	776	\$705.00	\$547,080.00
2	198019A	Imported Borrow (Roadway Embankment) at MP 14.86	CY	10	\$2,050.00	\$20,500.00
3	204035A	Plant at MP 8.49 (Group A, Live Willow Cuttings)	EA	35	\$250.00	\$8,750.00
4	204099	Plant Establishment Work	LS	1	\$2,982.00	\$2,982.00
5	219999A	Install Erosion Control Treatment at MP 14.86 (LS)	LS	1	\$15,000.00	\$15,000.00
6	219999B	Install Erosion Control Treatment at MP 15.06 (LS)	LS	1	\$15,000.00	\$15,000.00
7	710360A	Clean, Inspect, and Prepare Culvert (Debris Removal at MP 23.35 Culvert) (LF)	LF	58	\$1,000.00	\$58,000.00
8	723080A	Rock Slope Protection at MP 5.13 (60 lb, Class II, Method B) (CY)	CY	10	\$1,000.00	\$10,000.00
9	723080B	Rock Slope Protection at MP 8.25 (60 lb, Class II, Method B) (CY)	CY	18	\$1,000.00	\$18,000.00
10	723095A	Rock Slope Protection at MP 16.24 (20 lb, Class I, Method B) (CY)	CY	3	\$1,500.00	\$4,500.00
Totals						\$699,812.00

AGENDA: September 7, 2023

TO: Santa Cruz County Regional Transportation Commission

FROM: Amy Naranjo, Transportation Planner

RE: Amend Agreement with Ecology Action for Countywide Employer Outreach

RECOMMENDATIONS

Staff recommends that the Santa Cruz County Regional Transportation Commission (RTC):

1. Adopt the attached resolution (Attachment 1) authorizing the Executive Director to amend the agreement (TP2154) with Ecology Action for GO Santa Cruz County TDM employer outreach services, to correct the FY 2022/23 fee schedule for services already provided and to add \$40,000 with FY 2023/24 fee schedule, for a total amount not to exceed \$109,385.
-

BACKGROUND

The Regional Transportation Commission (RTC) supports efforts that increase walking, biking, ride sharing, telecommuting and taking public transit. The RTC offers transportation demand management (TDM) and motorist information services under the Cruz511 and GO Santa Cruz County programs and encourages travelers to maximize the efficiency of the existing transportation system by providing information and resources to choose sustainable modes of transportation. Go Santa Cruz County is a component of the Cruz511 program and is partially funded with Measure D Highway funds.

Since 2019, RTC ridematching and trip planning services have been provided through a tool called GO Santa Cruz County. The online platform, administered by RideAmigos at www.gosantacruzcounty.org, provides incentives and cash rewards to commuters for choosing sustainable commute options. The platform is a key component of the program that is necessary to provide commuter information, benefits, and alternative transportation incentives to Santa Cruz County residents. Through the GO Santa Cruz County Program, the RTC also works with local employers.

DISCUSSION

To help establish and expand worksite commuter programs using the GO Santa Cruz County platform, in 2021 the RTC entered into an agreement (TP2110) with Ecology Action to provide employer outreach services. Ecology Action provides a variety of employer outreach services, including one-on-one meetings with large employers, monthly in-person bike safety and commuter workshops, and custom worksite-based educational workshops. They also distribute bicycle helmets and lights to workshop participants. Ecology Action also has bilingual staff members assisting with employer outreach activities, particularly for in-person events and activities in and around Watsonville.

After the initial agreement (TP2110) expired in 2022, the RTC entered into a new agreement (TP2154) with Ecology Action to continue the employer outreach services. RTC staff received a new fee schedule for 2022 from Ecology Action for the new agreement. Staff reviewed the 2022 fee schedule, considered it reasonable, and intended to include it in the 2022 agreement (TP2154). Unfortunately, as the 2021 agreement (TP2110) was updated to become the 2022 agreement (TP2154), inadvertently, the 2021 fee schedule remained and was not updated to the 2022 fee schedule. This has created confusion and delays in paying for the services provided. Therefore, staff recommends amending the 2022 agreement (TP2154) to correct the fee schedule to the 2022 fee schedule (Exhibit A of Attachment 1) and apply it retroactively to the beginning of the contract in July 2022. The work anticipated under the 2022 agreement has been completed and the funds budgeted for it almost fully spent based on the 2022 fee schedule. Therefore, correcting the fee schedule to the 2022 fee schedule will not add cost to the services anticipated under the 2022 agreement because their cost in the agreement was accounted for using the 2022 fee schedule.

The RTC's approved fiscal year (FY) 2023-24 budget includes \$40,000 to continue the employer outreach services in FY 2023-24. These funds have not yet been added into the agreement with Ecology Action. Therefore, staff recommends amending contract TP2154 to include an additional \$40,000 for employer outreach services in FY 2023-24 for a total contract value not to exceed \$109,385 through June 30, 2024, and to incorporate Ecology Action's 2023 fee schedule for services to be provided in FY 2023-24 (Exhibit B of Attachment 1). Therefore, **staff recommends approving the attached resolution (Attachment 1) authorizing the Executive Director to amend the existing agreement with Ecology Action consistent with the recommendations described above.**

FISCAL IMPACT

The SCCRTC FY 2023/24 Budget and Work Program for Cruz511/Go Santa Cruz County includes funds from Measure D (highway funds), Service Authority for Freeway Emergency (SAFE), and Regional Surface Transportation Program (RSTP) Exchange. These funds are sufficient to cover the work to be done by Ecology Action and therefore a fiscal year FY 2023-24 budget amendment is not necessary.

SUMMARY

GO Santa Cruz County is an online commuter management and rewards platform administered by the RTC and City of Santa Cruz (for downtown employees). The RTC contracts with Ecology Action to provide countywide employer outreach services to support the Go Santa Cruz County program. Staff recommends the RTC adopt the resolution (Attachment 1) that authorizes the Executive Director to amend the existing agreement with Ecology Action for GO Santa Cruz County TDM employer outreach services to correct the 2022 billing schedule for work performed in FY 2022-23 and add \$40,000 for work to be performed in FY 23/24, for a total contract amount not to exceed \$109,385.

ATTACHMENTS

1. Resolution
 - a. Exhibit A – 2022 Fee Schedule
 - b. Exhibit B – 2023 Fee Schedule
2. TP2154 Amendment 2

RESOLUTION NO. _____

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of **September 7, 2023**
on the motion of Commissioner _____
duly seconded by Commissioner _____

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND
THE AGREEMENT (TP2154) WITH ECOLOGY ACTION FOR GO SANTA
CRUZ COUNTY TDM EMPLOYER OUTREACH SERVICES, TO CORRECT
THE FY 2022/23 FEE SCHEDULE FOR SERVICES ALREADY PROVIDED
AND TO ADD \$40,000 WITH THE FY 2023/24 FEE SCHEDULE, FOR A
TOTAL AMOUNT NOT TO EXCEED \$109,385.**

WHEREAS the Santa Cruz County Regional Transportation Commission (SCCRTC) operates Cruz511, a county-wide transportation demand management (TDM) program to facilitate alternatives to single occupancy vehicle travel within its communities; and

WHEREAS GO Santa Cruz County is a component of Cruz511 and utilizes an online platform where commuters throughout the county are incentivized to track their sustainable transportation trips and earn rewards; and

WHEREAS the current agreement with Ecology Action should have included Ecology Action's 2022 fee schedule for work done in FY 2022-23, but inadvertently includes Ecology Action's 2021 fee schedule; and

WHEREAS there are sufficient funds in the approved FY 2023-24 RTC budget for the GO Santa Cruz County TDM program's employer outreach services to continue in FY 2023-24.

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

1. The Executive Director is authorized to amend the agreement with Ecology Action for GO Santa Cruz County TDM employer outreach services (TP2154) to correct the fee schedule from the Ecology Action 2021 fee schedule to the Ecology Action 2022 fee schedule (Exhibit A) and apply it retroactively for work done in FY 2022-23; and
2. Add \$40,000 for a total amount not to exceed \$109,385 for work to be done in FY 2023-24; and

3. Incorporate Ecology Action's 2023 fee schedule (Exhibit B) for work to be done in FY 2023-24.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Manu Koenig, Chair

ATTEST:

Guy Preston, Secretary

Enclosures:

- Exhibit A: 2022 Fee Schedule
- Exhibit B: 2023 Fee Schedule

Distribution: RTC Fiscal, Contracts, Program Manager, Consultant

Ecology Action 2022 Rates - Measure D TDM

Staff	2022 Base Rate	35% Benefits	64.3% Overhead
Matt Miller	\$35.26	\$47.60	\$78.21
Tawn Kennedy	\$29.74	\$40.15	\$65.96
Sarah Seward	\$72.02	\$97.23	\$159.74
Jamie Alonzo	\$67.31	\$90.87	\$149.30
Program Coordinator (new hire)	\$27.40	\$36.99	\$60.77

Attachment B Fee Schedule

Ecology Action 2023 Rates - Measure D TDM Go Bike Santa Cruz County

<u>Staff Name</u>	<u>Job Class</u>	<u>2023 Direct Hourly Rate</u>	<u>2023 Benefits (36.3%)</u>	<u>Base Rate</u>	<u>2023 Cal Trans Approved ICAP (134.22%)</u>	<u>Maximum Allowable 2023 Billing</u>
Jamie Alonzo	Director of Operations	\$74.04	\$26.88	\$100.92	\$135.45	\$236.37
Jennifer Villegas Moreno	Outreach Specialist	\$27.82	\$10.10	\$37.92	\$50.89	\$88.81
Margaret M. Ireland	Art Director	\$50.48	\$18.32	\$68.80	\$92.35	\$161.15
Matthew L. Miller	Senior Program Specialist	\$37.02	\$13.44	\$50.46	\$67.73	\$118.18
Sarah Seward	Creative Director	\$79.22	\$28.76	\$107.98	\$144.93	\$252.90
Tawn Kennedy	Program Specialist	\$32.65	\$11.85	\$44.50	\$59.73	\$104.23

Notes:

Billing Rate = 2023 Direct Hourly Rate*Benefits = Base Rate*ICAP

AMENDMENT 2

**TO AGREEMENT NO. TP2154 BETWEEN ECOLOGY ACTION AND
THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION**

Effective _____, the parties hereto agree to amend that certain agreement dated July 26, 2022, and amended April 10, 2023, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION hereinafter called COMMISSION, and ECOLOGY ACTION hereinafter called CONTRACTOR, as follows:

Section 2. Compensation: Payment amount shall be increased by \$40,000, for a total not to exceed amount of \$109,385.

Replace **Attachment B. Fee Schedule** with attached Fee Schedule which reflects the staffing and billing rates for FY 2022/23 that were agreed to by the parties prior to the execution of the contract. This change shall apply retroactively to the contract execution date.

Replace **Attachment B. Fee Schedule** with attached Fee Schedule for staffing and billing rates for FY 2023/24, for services performed on or after the amendment Effective Date.

All other provisions of said Agreement shall remain the same.

SIGNATURES

1. CONTRACTOR:

By _____
Kirsten Liske
Vice-President Community Programs

Date _____

Ecology Action
877 Cedar St, Suite 240
Santa Cruz, CA 95060
kirsten.liske@ecoact.org

**2. SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION:**

By _____
Guy Preston
Executive Director

Date _____

3. APPROVED AS TO FORM:

By _____
Steve Mattas
RTC Counsel

Date _____

4. APPROVED AS TO INSURANCE:

By _____
Yesenia Parra
RTC Administrative Services Officer

Date _____

Distribution: RTC Contract Manager, RTC Contracts, CONTRACTOR

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
TDA REVENUE REPORT
FY 2023/2024**

MONTH	FY22 - 23 ACTUAL REVENUE	FY23 - 24 ESTIMATE REVENUE	FY23 - 24 ACTUAL REVENUE	DIFFERENCE DIFFERENCE	DIFFERENCE AS % OF PROJECTION	CUMULATIVE % OF ACTUAL TO PROJECTION
JULY	1,159,164	1,167,000	1,144,442.52	-22,557	-1.93%	98.07%
AUGUST	954,929	961,385	1,112,472	151,087	15.72%	106.04%
SEPTEMBER	1,013,414	1,020,265				
OCTOBER	1,084,000	1,091,328				
NOVEMBER	1,113,301	1,120,827				
DECEMBER	948,121	954,531				
JANUARY	880,692	1,004,055				
FEBRUARY	1,179,127	1,095,050				
MARCH	868,052	875,469				
APRIL	828,604	906,757				
MAY	1,005,280	1,082,410				
JUNE	920,595	973,582				
TOTAL	11,955,278	12,252,659	2,256,914	128,529	1.05%	18%

Note:

I:\FISCAL\7.TDA\MonthlyReceipts\FY2024\[FY2024 TDA Receipts.xlsx]FY2024

SCCRTC
TRANSPORTATION TAX REGIONAL TRANSPORTATION FUND (TTRTF) - MEASURE D
SUMMARY OF REVENUE ALLOCATION BY MONTH
FY2024 ENDING JUNE 30, 2024

	KEY/OBJECT	RATE	JULY	AUGUST	TOTAL	FY2024 ADJUSTED TOTAL	FY2023 ADJUSTED TOTAL	% Increase (+)/Decrease (-) FY2023 to FY2024
GROSS	729000/40186		2,455,327.27	2,495,812.48	4,951,139.75	4,951,139.75	4,945,768.25	
BOE FEES			-	(54,420.00)	(54,420.00)	(54,420.00)	(65,160.00)	
NET			2,455,327.27	2,441,392.48	4,896,719.75	4,896,719.75	4,880,608.25	0.33%
ADMINISTRATION & IMPLEMENTATION - 729100/75381								
ADMINISTRATION - SALARIES & BENEFITS		1%	24,553.27	24,413.92	48,967.20	48,967.20	48,806.08	
O/H ADMIN			26,100.13	25,952.00	52,052.13	52,052.13	62,725.58	
SALARIES & O/H IMPEME& OVERSIGHT			13,056.21	13,056.21	26,112.42	26,112.42	26,112.50	
SERVICES & SUPPLIES			4,041.67	4,041.67	8,083.33	8,083.33	8,083.33	
Subtotal			67,751.28	67,463.80	135,215.08	135,215.08	145,727.49	
TO DISTRIBUTE TO INVESTMENT CATEGORIES			2,387,575.99	2,373,928.68	4,761,504.67	4,761,504.67	4,734,880.76	
1. NEIGHBORHOOD - 729200/75382		30%	716,272.80	712,178.60	1,428,451.40	1,428,451.40	1,420,464.23	
SLV SR9		Fixed \$	27,777.78	27,777.78	55,555.56	55,555.56	55,555.56	
HWY 17 Wildlife		Fixed \$	13,888.89	13,888.89	27,777.78	27,777.78	27,777.78	
			41,666.67	41,666.67	83,333.33	83,333.33	83,333.33	
City of Capitola - V100207		4.7572%	32,092.48	31,897.71	63,990.19	63,990.19	64,904.40	
City of Santa Cruz - V110467		22.6813%	153,009.64	152,081.02	305,090.66	305,090.66	298,912.53	
City of Scotts Valley - V102713		4.9074%	33,105.91	32,904.99	66,010.90	66,010.90	64,205.62	
City of Watsonville - V1728		15.6465%	105,552.35	104,911.75	210,464.11	210,464.11	209,470.17	
County of Santa Cruz		52.0075%	350,845.75	348,716.46	699,562.21	699,562.21	699,638.17	
		100%	674,606.13	670,511.94	1,345,118.07	1,345,118.07	1,337,130.89	
2. HWY Corridors - 729300/75383		25%	596,894.00	593,482.17	1,190,376.17	1,190,376.17	1,183,720.19	
3. TRANSIT/PARATRANSIT - 729400/75384		20%	477,515.20	474,785.74	952,300.93	952,300.93	946,976.15	
Santa Cruz Metro (SCMTD) 16%		80%	382,012.16	379,828.59	761,840.75	761,840.75	757,580.92	
Community Bridges - V127587 - 4%		20%	95,503.04	94,957.15	190,460.19	190,460.19	189,395.23	
4. ACTIVE TRANSPORTATION - 729500/75385		17%	405,887.92	403,567.87	809,455.79	809,455.79	804,929.73	
5. RAIL CORRIDOR - 729600/75386		8%	191,006.08	189,914.29	380,920.37	380,920.37	378,790.46	
DISTRIBUTED TO INVESTMENT CATEGORIES		100%	2,387,575.99	2,373,928.68	4,761,504.67	4,761,504.67	4,734,880.76	
TOTAL ADMIN & IMPEM AND INVESTMENT CATEGORIES			2,455,327.27	2,441,392.48	4,896,719.75	4,896,719.75	4,880,608.25	

AGENDA: September 7, 2023

TO: Regional Transportation Commission (RTC)

FROM: Rachel Moriconi, Senior Transportation Planner

RE: FY23-24 Transit State of Good Repair (SGR) Funding

RECOMMENDATION

Staff recommends that the Regional Transportation Commission (RTC) adopt a resolution ([Attachment 1](#)) to:

1. Program \$200,000 of Santa Cruz County's population-formula shares (PUC 99313) of Fiscal Year 2023-24 (FY23/24) Senate Bill 1 (SB1) Transit State of Good Repair (SGR) funds to Community Bridges Lift Line for a Paratransit EV Shuttle vehicle replacement and amend the RTC FY23/24 budget to include those funds;
 2. Program the balance of Santa Cruz County's population-formula shares (PUC 99313) of FY23/24 SB1 SGR funds (estimated \$222,681) and 100% (\$384,650) of the transit revenue-formula shares (PUC 99314) to the Santa Cruz METRO Zero Emission Replacement Bus project (for a total of \$607,331); and
 3. Authorize the Executive Director or their designee to sign, submit and execute documents, including applications, certifications and assurances, and reports, as may be required or necessary for distribution of the SGR funds to programmed projects.
-

BACKGROUND

In April 2017 the State Legislature and Governor Brown approved Senate Bill 1: The Road Repair and Accountability Act of 2017 (SB 1). SB 1 provides funding for a variety of transportation programs, including a transit State of Good Repair Program (SGR). The goal of the State of Good Repair Program is to keep public transit and other community transit service systems in a state of good repair by providing funding for operators to upgrade, repair, and improve transportation infrastructure and to modernize California's existing local transit systems. These investments lead to cleaner transit vehicle fleets, increased reliability and safety, and reduced greenhouse gas emissions and other pollutants. The State of Good Repair Program is funded

from a portion of the Transportation Improvement Fee on vehicle registrations. These funds are allocated to regional transportation planning agencies and public transportation operators using State Transit Assistance (STA) formulas. The Regional Transportation Commission (RTC), as the Regional Transportation Planning Agency (RTPA) for Santa Cruz County, is responsible for allocating SGR population-based formula funds (PUC 99313) to eligible transit projects in the region based on local needs. PUC 99313 allocations are based on the latest available annual population estimates from the State Department of Finance. RTC is also responsible for sub-allocating SGR transit revenue-based formula funds (PUC 99314) to eligible public transportation operators (Santa Cruz METRO).

In December 2017, the RTC adopted a policy stating its intent to progressively make some of the region's population-based formula (PUC 99313) SGR and State Transit Assistance funds available to METRO and/or community transportation providers on a competitive basis, taking into consideration benefits of different funding requests and the annual Unmet Transit Needs List prepared by the Elderly and Disabled Transportation Advisory Committee (E&D TAC). Subsequently, the RTC agreed to postpone the competitive call for projects until FY25/26 and staff has worked with Lift Line and METRO staff to develop recommendations to distribute RTC-shares of transit funding to these two entities outside of a competitive process.

In addition to SGR funds, the RTC is responsible for selecting projects to receive funds from various other state transit programs, including Transportation Development Act (TDA), State Transit Assistance (STA), Low Carbon Transit Operations Program (LCTOP), and two new programs recently approved in the state budget - Transit and Intercity Rail Capital Program (TIRCP)-formula and Zero-Emission Transit Capital Program. The RTC allocated 100% of last year's shares of SGR (PUC 9313 and PUC 99314) to Santa Cruz METRO. Earlier this year, the RTC allocated 8.4% of FY23/24 STA-99313 funds to Lift Line and 91.6% of STA-99313 to METRO. The RTC allocated 100% of the region's STA-99314 and LCTOP funds to METRO.

DISCUSSION

The State of Good Repair (SGR) program provides funding for certain transit maintenance, rehabilitation and capital projects statewide. The State Controller's office estimates that the RTC's FY23/24 SGR population-based formula share (PUC 99313) is \$422,681 and the public transportation operator revenue-formula share (PUC 99314) is \$384,650 (Total \$807,331). Public transportation operators and community transportation services (as sub-recipients to regional agencies for PUC 99313 shares or as sub-recipients to public transit operators for PUC 99314 shares) are eligible to

receive SGR funds.

SGR funds are available for capital maintenance projects and services including:

- Purchase of new transit vehicles, the maintenance, rehabilitation and modernization of a transit operator's existing transit vehicle fleet or transit facilities. This includes replacement or rehabilitation of transit rolling stock, passenger stations and terminals, security equipment and systems, maintenance facilities and equipment, ferry vessels, and rail transit; preventative maintenance; and new maintenance facilities or maintenance equipment if needed to maintain existing transit service.
- The design, acquisition and construction of new vehicles or facilities that improve existing transit services.
- Transit services that complement local efforts for repair and improvement of local transportation infrastructure. Transit operations, transit agency administration, and program management are not eligible.
- Transit preventative maintenance to maintain existing infrastructure and vehicles in a state of good repair, essentially repair and rehabilitation. *Normal maintenance such as oil changes and other regularly scheduled vehicle maintenance are not eligible for State of Good Repair funding.*

FY23/24 SGR Santa Cruz County Project List

Lift Line has requested \$200,000 in PUC Section 99313 SGR funds to help purchase a new EV shuttle. Santa Cruz METRO staff has proposed to use the balance of the PUC Section 99313 SGR funds (estimated at \$222,681) and 100% of PUC Section 99314 SGR funds (estimated at \$384,650) for bus replacements. METRO and Lift Line will use the SGR funds to leverage other grants for vehicle replacements. These projects meet SGR eligibility requirements, are consistent with the Regional Transportation Plan (RTP), Unmet Needs List, and transit plans for the region. METRO and Lift Line will be responsible for reporting project status and expenditures to Caltrans and complying with all relevant federal and state laws, regulations, and funding policies. Due to Caltrans deadlines, there was insufficient time to take these recommendations to the Elderly and Disabled Transportation Advisory Committee (E&D TAC); however, these projects were identified as high priorities in the Unmet Needs List developed by the committee and approved by the RTC earlier this year.

Staff recommends that the RTC adopt a resolution (Attachment 1) to program FY23/24 SGR funds as follows:

- 1. \$200,000 of PUC Section 99313 shares to Community Bridges**

- Lift Line for a replacement paratransit EV vehicle.**
- 2. The balance of PUC Section 99313 shares (estimated at \$222,681) and 100% of PUC Section 99314 shares (estimated at \$384,650) to Santa Cruz METRO for bus replacements.**

The RTC-approved Santa Cruz County SGR project list will be subject to Caltrans review and final approval.

FISCAL IMPACT

The RTC's FY23/24 budget includes estimated SGR population-based (PUC 99313) and revenue-based formula funds (PUC 99314). The budget and payments to Lift Line and METRO will be adjusted based on updated estimates and actual quarterly allocations from the State Controller's Office.

SUMMARY

The State of Good Repair (SGR) program provides funding for certain transit maintenance, rehabilitation and capital projects statewide. Staff recommends that the RTC program \$200,000 of FY23/24 SGR funds to Lift Line for a new EV vehicle and the balance (estimated \$607,331) to METRO for bus replacements.

Attachments:

1. Resolution approving the Santa Cruz County Project List for the California FY23/24 State of Good Repair Program

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RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 7, 2023
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION APPROVING THE FY23/24 PROJECT LIST FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act 2017, established the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain public transit and community transportation systems in a state of good repair; and

WHEREAS, the Santa Cruz County Regional Transportation Commission (RTC) is an eligible recipient and may receive and distribute State Transit Assistance – State of Good Repair funds to eligible project sponsors for eligible transit capital projects; and

WHEREAS, the Santa Cruz County Regional Transportation Commission is responsible for distributing SGR funds to eligible project sponsors under its regional jurisdiction, subject to review and approval by the California Department of Transportation (Caltrans); and

WHEREAS, Santa Cruz Metropolitan Transit District (METRO) is an eligible recipient of SGR funds and Community Bridges is an eligible sub-recipient and these agencies have agreed to comply with all conditions and requirements set forth in Certification and Assurances documents and in applicable statutes, regulations and guidelines for the SGR;

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

1. The submittal of the following project nomination and allocation request to Caltrans for Fiscal Year (FY) 2023/2024 SB1 State of Good Repair (SGR) funds are hereby authorized:
 - a. *Project Name: Community Bridges Lift Line Paratransit EV Shuttle*
 - b. *Amount of 99313 SGR Funds: \$200,000*
 - c. *Description: Replace one gas-powered shuttle with an electric vehicle*
2. The Santa Cruz County Regional Transportation Commission (SCCRTC) shall act as a “contributing sponsor” and transfer the balance of Fiscal

Year 2023/24 SB1 State of Good Repair funds to Santa Cruz METRO for the following:

- a. *Project Name:* Bus replacements
 - b. *Implementing Agency:* Santa Cruz Metropolitan Transit District
 - c. *Total FY23/24 SGR Funds:* \$607,331
 - i. *PUC 99313 apportionment:* \$222,681
 - ii. *PUC 99314 apportionment:* \$384,650
 - d. *Description:* Replace buses that have exceeded their useful lifespan or to be used as match to competitive grants for replacement buses.
 - e. *Contributing Sponsor:* RTC
3. The RTC and the fund recipients (Santa Cruz Metropolitan Transit District and Community Bridges Lift Line) agree to comply with all conditions and requirements set forth in the Certification and Assurances documents and applicable statutes, regulations and guidelines for all SGR funded transit capital projects; and
 4. The Executive Director, or their designee, is hereby authorized to submit a request for Scheduled Allocation of the SB1 State of Good Repair funds and to execute the related grant applications, forms and agreements, and amendments of the SGR program; and
 5. The RTC budget is hereby amended to reflect the latest State Controller's Office revenue estimates and payments shall be made to project sponsors based on actual funds received, even if that amount differs from what is in the RTC approved budget.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Manu Koenig, Chair

ATTEST:

Guy Preston, Secretary

Distribution: Caltrans, RTC Fiscal, RTC Programming, METRO, Community Bridges

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TO: Regional Transportation Commission

FROM: Tracy New, Director of Finance and Budget

RE: FY2023-24 Transportation Development Act (TDA) Claim from the RTC for Administration, Planning and Operations

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt a resolution (Attachment 1) approving the FY2023-24 Article 3 and Article 8 Transportation Development Act (TDA) claim (Attachment 2) for RTC administration (\$752,360) and RTC planning services (\$875,054).

BACKGROUND

The Transportation Development Act (TDA), established by the State Legislature in 1971, designates ¼% of the state sales tax for certain transportation projects, programs, and administration. Each year, consistent with the RTC's Rules and Regulations and the Transportation Development Act (TDA), some of the funds are used for RTC programs. The Regional Transportation Commission (RTC) must submit a claim for TDA funds for RTC administration and planning. Also, the RTC must approve a resolution in order to access the funds.

DISCUSSION

Attached is a claim in the amount of \$1,627,414 (Attachment 2) for Transportation Development Act funds for administration and planning services in FY2023-24. This claim is consistent with the FY2023-24 budget approved at the April 6, 2023, regular meeting and reflects funds allocated to the RTC. Any future changes to the current estimate will be reflected in subsequent budget amendments. **Staff recommends that the RTC adopt the resolution approving the claim for TDA funds (Attachments 1 & 2).**

SUMMARY

In order to access funds for the operations of RTC programs in FY2023-24, approval of the attached claim and resolution is needed.

Attachments:

1. Resolution Approving Articles 3 and 8 Claim for Administration and Planning
2. SCCRTC Article 3 and Article 8 Claim

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 7, 2023
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION APPROVING THE FY2023-24 CLAIM UNDER ARTICLE 3 AND
ARTICLE 8 OF THE TRANSPORTATION DEVELOPMENT ACT FOR
ADMINISTRATION AND PLANNING SERVICES BY THE
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

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

1. Under PUC Section 99233.1, a claim from the Santa Cruz County Regional Transportation Commission (RTC) for Transportation Development Act (TDA) Administration is approved in the amount of **\$752,360**.
2. Under PUC Sections 99233.2, 9233.3, 99233.4, 99233.9 and 99402, a claim from the RTC for planning services to accomplish the Commission's FY 2023-24 Work Program is approved in the amount of **\$875,054**.
3. Should the SCCRTC amend its FY 2023-24 budget to modify TDA revenue apportionments for RTC TDA administration and RTC planning services, the Executive Director is authorized to modify the payment amounts consistent with the RTC's approved FY 2023-24 budget.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ATTEST:

Manu Koenig, Chair

Guy Preston, Secretary

Distribution: SCCRTC Fiscal

**Transportation Development Act (TDA) – Local
Transportation Funds
CLAIM FORM**

Project Information

1. Project Title: **RTC TDA Planning and RTC TDA Administration**
2. Implementing Agency: **SCCRTC**
3. Sponsoring Agency (if different) – must be a TDA Eligible Claimant: SCCRTC
4. Article 3 TDA Administration funding requested this claim: **\$752,360**
Article 8 TDA Planning funding requested this claim: **\$875,054**
5. Fiscal Year (FY) for which funds are claimed: **FY 2023-24**
6. General purpose for which the claim is made, identified by the article and section of the TDA which authorizes such claims: ☒ **Article 3 & 8 TDA Administration and Planning**
7. Contact Person/Project Manager: Tracy New, Director of Finance and Budget
Telephone Number: (831) 460-3217 E-mail: tnew@sccrtc.org

Secondary Contact (in event primary not available): Luis Mendez
Telephone Number: (831) 460-3212 E-mail: lmendez@sccrtc.org
8. Project/Program Description/Scope (use additional pages, if needed, to provide details such as work elements/tasks).

TDA-Administration: SCCRTC as Regional Transportation Planning Agency for Santa Cruz county distributes Transportation Development Act (TDA) Local Transportation Fund (LTF) and State Transit Assistance (STA) funds for planning, transit, bicycle facilities and programs, pedestrian facilities and programs and specialized transportation in accordance with state law and the unmet transit needs process. This task involves maintaining day-to-day operations of the Regional Transportation Commission (RTC) and implementation of the claims process for TDA funds, including:

- Implement fiscal, personnel and administrative functions for Commission operations – including staff hiring, assignment lists, and performance evaluations; fiscal, personnel and administrative policies, procedures and systems.
- Manage, coordinate and distribute Transportation Development Act (TDA) funds (Local Transportation Fund and State Transit Assistance), including apportionments, allocations and claims.
- Coordinate review of appropriate TDA claims with advisory committees.
- Maintain records and pay claims for TDA, STA and other trust fund accounts.
- Manage, distribute and monitor funds that flow through the RTC budget.
- Provide staff support to the Budget and Administration/Personnel Committee.
- TDA Fiscal Audits and Internal Financial Statements
- TDA Triennial Performance Audits and implement recommendations in performance audits

- Prepare and submit to Caltrans the indirect cost allocation plan (ICAP).
- Coordinate annual unmet transit needs process, including outreach to traditionally underrepresented communities, public hearing and adopt resolution of unmet transit needs finding.
- Assist transit operators with annual financial audits.
- Obtain TDA fund estimates from County Auditor Controller.
- Monitor TDA revenue receipts, compare to estimates and adjust estimates as necessary.
- Produce and distribute annual financial report.
- Annual reports and fact sheets
- Annual work program and quarterly reports
- Prepare and submit to State Controller the annual Financial Transactions Report and Government Compensation in California Report.
- Includes various services and supplies: office rent and utilities, copying materials, and office expenses.

TDA-Planning: These funds are used on the following planning projects.

- Regional Planning Coordination - coordination of regional transportation planning activities consistent with federal and state law to maintain a coordinated approach to transportation planning on a local, regional, state and federal level; includes RTC, Interagency Technical Advisory Committee, citizen advisory committee meetings, and coordination meetings with other agencies; tracking state and federal legislation
- Regional Transportation Plan development, including planning and implementation in coordination with AMBAG for the Metropolitan Transportation Plan/Sustainable Communities Strategy, and environmental review.
- Transit Planning
- Bicycle, Pedestrian, and Specialized Transportation Planning, including review of specialized transportation programs.
- Highway and Roadway Planning: including planning and coordination with Caltrans and local jurisdictions regarding road system needs for all users and funding options
- Public information program, including implementation of the regional Public Participation Plan, public outreach, website, surveys and other methods to collect community input, and respond to public inquiries.
- Transportation Improvement Program (TIP): Programming funds, monitoring projects
- Monitoring and providing input on state and federal legislative actions which could impact planning or implementation of transportation projects.
- Transportation monitoring, including data collection, providing data and input for travel demand models.
- Pass through TDA funds to the Community Traffic Safety Coalition (\$156,000) and Bike to Work (\$72,000) for bicycle and pedestrian education and safety programs.

9. Project Location/Limits: **Santa Cruz County – RTC**

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)

These funds are needed to implement the multimodal programs and projects overseen by the RTC and to ensure funds to other entities are used efficiently

and effectively, as well as to meet the obligations and responsibilities of the RTC as the Transportation Planning Agency established per TDA statutes under California Government Code Section 29532.1f.

11. Project Goals:

- Measures of performance, success or completion to be used to evaluate project/program:
Ongoing review of budget and operations by RTC and public; implementation of and reports on RTC projects and programs; quarterly reports on the Overall Work Program (OWP); TDA fiscal and performance audits.
- 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):
The RTC serves all travelers in Santa Cruz County through planning, project development and project implementation covering the entire region.

12. Consistency and relationship with the current Regional Transportation Plan (RTP) - Is program/project listed in the RTP and/or consistent with a specific RTP Goal/Policy?
Yes – consistent with the following goals from the 2045 RTP:

- **Goal 1: Establish livable communities that improve people's access to jobs, schools, recreation, healthy lifestyles and other regular needs in ways that improve health, reduce pollution and retain money in the local economy.**
- **Goal 2: Reduce transportation related fatalities and injuries for all transportation modes.**
- **Goal 3: Deliver access and safety improvements cost effectively, within available revenues, equitable and responsive to the needs of all users of the transportation system and beneficially for the natural environment.**

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

14. Estimated Project Cost/Budget, including other funding sources, and Schedule:

What is the total project cost? **Administration: \$1,228,779; Planning: \$3,672,606**

Is project fully funded? **Yes**

What will TDA funds be used on (ex. administration, brochures, engineering, construction)? **Administration & Planning**

15. Preferred Method and Schedule for TDA fund distribution: **Biannually in two equal installments**

16. TDA Eligibility:

	YES?/ NO?
A. Has the project/program been approved by the claimant's governing body? Attach resolution to claim. (If "NO," provide the approximate date approval is anticipated.)	YES, RTC budget
B. Has this project previously received TDA funding?	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: _____)	NA
D. Bike, Ped, and Specialized Transportation Claims: Has the project already been reviewed by the RTC Bicycle Committee and/or Elderly/Disabled Transportation Advisory Committee?	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).	NA

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

Administration

- Continue to implement administrative and personnel changes to improve the efficiency and effectiveness of Commission operations
- Develop policies, procedures and systems as needed to ensure effective and efficient operation of agency
- Implement, as appropriate, recommendations of the Triennial Performance Audit
- Monitor grants and revenues and incorporate new grants and revenues
- Prepare budget and work program, and manage cash flow
- Annual fiscal audit
- Implement FY2019-FY2021 Triennial Performance Audit – completed June 2022

Planning

- Implementation of state and federally-mandated planning and programming requirements including state and federal planning priorities and factors
- Monitor and participate in efforts at the federal, state and local level related to global warming
- Develop and implement public participation programs
- Produce and distribute RTC agency reports and project fact sheets
- Coordinate with AMBAG, TAMC, Santa Cruz METRO, Caltrans, and local jurisdictions on Regional Transportation Plan (RTP) and Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) update and implementation
- Continue working with AMBAG to collect data for the Regional Travel Demand Model, RTP, MTP/SCS and other planning efforts
- Monitor state and local highway projects
- Produce high capacity public transit alternatives analysis and network integration plan working with Santa Cruz METRO, other partner agencies, stakeholders and the public

- Produce a regional conservation investment strategy to better implement transportation projects

18. List the recommendations provided in your last 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.*

Performance Audit Recommendations to the SCCRTC:

R1. Continue to ensure that the transit operator TDA process is consistent with the updated RTC rules and regulations. – The RTC continues to ensure that the TDA process for transit operators is consistent with the updated RTC Rules and Regulations through updates to the RTC’s TDA claim form.

R2. Continue to ensure the clarity of the performance eligibility criteria for TDA-Local Transportation Funds. – The RTC continues to ensure the clarity of the performance eligibility criteria for TDA Local Transportation Funds through communications with TDA claimants at committee meetings and individually as needed.

R3. Consider the development of a strategic plan. –RTC staff developed a strategic plan.

R4. Hold an annual Board retreat to foster better communication and cohesion among commissioners. – The RTC has not held a Board retreat; however, Board members do communicate as needed. The great majority of Board decisions are unanimous or nearly unanimous. The RTC is moving forward with a variety of projects including highway projects, transit projects, bicycle projects, pedestrian projects and passenger rail projects with greater cohesion.

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.

Name Tracy New Title: Director of Finance and Budget Date: 8/10/2023

S:\RTC\TC2023\09\Consent\TDA Claim RTC\FY2024 TDAClaim Attachment2.docx

AGENDA: September 7, 2023

TO: Regional Transportation Commission

FROM: Yesenia Parra, Administrative Services Officer

RE: Reject Claim from Cari McCormick

RECOMMENDATIONS

Staff recommends that the Santa Cruz Regional Transportation Commission reject claim from Cari McCormick

BACKGROUND

The Santa Cruz County Regional Transportation Commission received a claim from Cari McCormick on July 16, 2023.

DISCUSSION

McCormick filed a claim against all CalPERS employers, including the Santa Cruz County Regional Transportation Commission (RTC). McCormick alleges, in summary, that those who were age 40 and over when they became members of the CalPERS system are denied equal pay if they receive disability retirement benefits. The claim also alleges that CalPERS employers are liable for breach of contract related to retirement benefits. McCormick appears to seek certain relief, according to the claim, including declaratory and injunctive relief, lost retirement benefits, and general damages.

Staff and Legal Counsel have reviewed the claim and recommend that the RTC take action to reject the claim.

FISCAL IMPACT

There is no fiscal impact associated with rejecting the claim.

SUMMARY

On July 16, 2023, Cari McCormick filed a claim against all CalPERS employers, including RTC. Staff and Legal Counsel recommend that the RTC reject the claim.

2023 JUL 13 AM 10:40

June 28, 2023

To Whom It May Concern:

My firm represents Cari McCormick. Enclosed you will find an administrative charge, with exhibits, filed by Ms McCormick with the California Civil Rights Department, naming as respondents the California Public Employees' Retirement System, Lake County, and the State of California.

As the charge explains, Ms McCormick's claims concern how certain pension benefits are calculated and paid through CalPERS. Those claims are brought *on behalf of* a putative class of California public employees ("Plaintiff Class"). Those claims are brought *against* a putative class of California public entity employers who employed one or more members of the proposed plaintiff class ("Defendant Class"). Ms McCormick will propose that the State of California, as represented by the California Attorney General's Office, serve as class representative for the proposed Defendant Class.

We have reason to believe your public entity may have employed one or more members of the proposed Plaintiff Class, because your public entity contracts to pay pension benefits through CalPERS. For that reason, we are serving Ms McCormick's FEHA charge on your public entity pursuant to Government Code section 12962(b). In addition, to the extent the government claim presentation requirements may apply, we hereby present the enclosed charge as a government claim.

For more information, please see the enclosed charge.

Regards,

AIMAN-SMITH & MARCY
PROFESSIONAL CORPORATION

/s/ Brent A. Robinson

Counsel for Plaintiff Cari McCormick
bar@asmlawyers.com

Enclosures



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
 800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 8, 2023

Brent Robinson
 Aiman-Smith & Marcy, 7677 Oakport Street, Suite 1150
 Oakland, California 94621

RE: **Notice to Complainant's Attorney**
 CRD Matter Number: 202306-20925508
 Right to Sue: McCormick / California Public Employees' Retirement System et al.

Dear Brent Robinson:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 8, 2023

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202306-20925508

Right to Sue: McCormick / California Public Employees' Retirement System et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 8, 2023

Cari McCormick

RE: **Notice of Case Closure and Right to Sue**

CRD Matter Number: 202306-20925508

Right to Sue: McCormick / California Public Employees' Retirement System et al.

Dear Cari McCormick:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 8, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Cari McCormick

CRD No. 202306-20925508

Complainant,

vs.

California Public Employees' Retirement System
Lincoln Plaza East 400 Q Street Room 1820
Sacramento, CA 95811

Lake County
255 North Forbes Street
Lakeport, CA 95453

State of California
c/o Attorney General Rob Bonta, Department of
Justice, P.O. Box 944255
Sacramento, CA 94244-2550

Respondents

1. Respondent **California Public Employees' Retirement System** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Lake County** business as Co-Respondent(s).
Complainant is naming **State of California** business as Co-Respondent(s).

3. Complainant **Cari McCormick**, resides in the City of , State of .

4. Complainant alleges that on or about **June 1, 2023**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's age (40 and over) and as a result of the discrimination was denied equal pay, other.

-1-

Complaint – CRD No. 202306-20925508

Date Filed: June 8, 2023

CRD-ENF 80 RS (Revised 12/22)

1 **Additional Complaint Details:** See Exhibits A, B, and C attached hereto.
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27 *Complaint – CRD No. 202306-20925508*

28 Date Filed: June 8, 2023

CRD-ENF 80 RS (Revised 12/22)

1 VERIFICATION

2 I, **Brent A. Robinson**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On June 8, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **San Francisco, CA**
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27 *Complaint – CRD No. 202306-20925508*

28 Date Filed: June 8, 2023

CRD-ENF 80 RS (Revised 12/22)

EXHIBIT A

Exhibit A – Claim Narrative

Plaintiff Cari McCormick is an individual.

Defendants California Public Employees' Retirement System ("CalPERS"), State of California, and County of Lake are California governmental entities.

Plaintiff is ignorant of the true names or capacities of defendants named herein as Does 1 through 3,000, inclusive, and therefore identifies these defendants by these fictitious names. Each of the defendants named herein or designated as a Doe, is liable or in some manner legally responsible for the events alleged herein.

Plaintiff seeks to have the State of California, represented by the California Attorney General's Office, appointed to represent a defendant class, which includes all public entities that both employed one or more Plaintiffs, and are liable for employer-side retirement contributions for one or more Plaintiffs. A list of public entities believed to potentially be included within that defendant class, based on their listing as employers within the 2021-2022 Annual Comprehensive Financial Report published by CalPERS, is attached as Exhibit C.

Plaintiff refers to all defendants here collectively as "Defendants."

Plaintiff seeks to represent a plaintiff class of similarly situated persons. The class includes all persons who were employed by Defendants; who were at or over age 40 at the time they became members of the CalPERS system; who applied for and were granted ordinary disability retirement; whose retirement benefits are administered by CalPERS; and either (1) who have ever received disability retirement benefit payments pursuant to Government Code section 21423, who were over age 41 at membership in CalPERS, and who at retirement were credited with 18.518 or fewer years of actual service; or (2) who have ever received disability retirement benefit payments pursuant to Government Code section 21098, and who at retirement were credited with 24.691 or fewer years of actual service; or (3) who have ever received disability retirement benefit payments pursuant to Government Code section 21424, and who at retirement were credited with 29.629 or fewer years of actual service.

Plaintiff was employed by County of Lake; was over age 40 at membership in CalPERS; applied for and was granted ordinary disability retirement; receives benefits administered by CalPERS; and presently receives monthly disability benefit payments pursuant to one of the sections listed above. *See, generally, McCormick v. Public Employees' Retirement System* (2019) 41 Cal.App.5th 428.

Plaintiff refers to herself and the proposed plaintiff class collectively as "Plaintiffs."

At all relevant times, each of the Defendants was the agent of each of the remaining Defendants and, in doing the things alleged herein, was acting with the course and scope of such agency.

Each of the Defendants' actions or omissions as alleged herein was ratified by each of the remaining Defendants. Each of the acts or omissions of a Defendant's agents as alleged herein was ratified by that Defendant, as well as by each of the remaining Defendants. Each of the Defendants had knowledge of unlawful discrimination practiced upon its employees by the other Defendants, and failed to thereafter take all reasonable steps to prevent further discrimination against its employees. Each of the Defendants provided substantial assistance or encouragement to the other Defendants in the discrimination alleged here, and thereby caused harm to Plaintiff and the proposed class. Each of the Defendants had knowledge of the discrimination alleged here, and cooperated in that discrimination. For purposes of the discrimination alleged here, each of the Defendants was a joint employer and engaged in a joint venture, including by engaging in a combination of resources to carry out a single undertaking, with each having separate ownership interests in the joint undertaking, joint control, and an agreement to share profits and losses of that joint undertaking.

California law governs Plaintiffs' retirement benefits, and provides for ordinary disability retirement benefits for certain public employees such as Plaintiff who are rendered unable to do their job by any non-industrial long-term disability.

California law calculates such ordinary disability retirement benefits in a way that discriminates based on advanced age at membership. Government Code sections 21098, 21424, and 21423 each provides for younger employees to receive an ordinary disability retirement benefit equal to at least 33.333% of their final compensation. By contrast, older employees receive significantly reduced benefits, because those benefits are based on imputed years of service through age 60. For example, assume two state miscellaneous first-tier employees are otherwise identical, except that one was hired at age 18, the other at age 49. Each puts in 10 years of actual credited service, and each is forced to retire due to disabilities. The 18-year-old-at-hire will receive a benefit equal to 33.333% of his final compensation, because the formula gives him service credit as if he had worked without interruption through age 60. By contrast, the 49-year-old-at-hire will receive a benefit equal to just 19.8% under section 21423, with the difference in benefit amounts solely due to the older employee's advanced age.

Defendants are liable for disparate treatment. Defendants are qualifying employers, and employed Plaintiffs. Plaintiffs were over age 40 at membership. Defendants paid Plaintiffs reduced retirement benefits compared to employees younger at membership. Plaintiffs' age over 40 at membership was a substantial motivating factor in Defendants' determination and payment of the amount of Plaintiffs' disability retirement benefits. Plaintiffs have been harmed. Defendants' payment of reduced benefits to Plaintiffs is a substantial factor in causing them harm.

Defendants are also liable for pattern-or-practice of intentional discrimination. Discrimination is Defendants' standard operating procedure, rather than an unusual practice, and that standard operating procedure is a substantial factor in harming Plaintiffs.

Defendants are also liable for disparate impact. Defendants are qualifying employers, and employed Plaintiffs. Plaintiffs were over age 40 at membership. Defendants maintained a common policy or practice that has a disproportionate adverse effect on persons over age 40 at membership. Plaintiffs have been harmed. Defendants' policy or practice was a substantial factor in causing Plaintiffs' harm.

Defendants are also liable for their failure to prevent discrimination against Plaintiffs. Defendants knew or should have known of the above-alleged discrimination, and failed to take all reasonable steps necessary to prevent the same from occurring, thereby causing harm to Plaintiffs.

Defendants are also liable for breach of contract. At hiring, Defendants promised Plaintiffs future pay in exchange for present work, and Defendants' monthly retirement benefit payments are wages paid after the fact for Plaintiffs' years of labor. *See, e.g., Kern v. Long Beach* (1947) 29 Cal.2d 848, 850-852. The retirement benefit provisions at issue are contractual terms of class members' employment agreements: by those retirement provisions, Defendants promised class members future pay in exchange for present work, and once class members began performance, class members obtained a vested contractual right to the benefits Defendants had promised. *See, e.g., McGlynn v. State of California* (2018) 21 Cal.App.5th 548, 559.

Defendants maintained express written contractual terms of employment that provided for class members to be paid reduced retirement benefits based on their advanced ages at hiring. *See, Gov. Code* §§ 21098, 21424, 21423. Those terms of employment violate or are contrary to overriding state laws (*i.e.*, *Gov. Code* § 12940, subd. (a)) regulating such terms of employment, by providing for reduced compensation based solely on an employees' advanced age at hiring. To that extent, those terms of employment are contrary to superseding state law, they are illegal contractual terms, they are contrary to public policy, and they are therefore void. *See, Civil Code* § 1667. The unlawful terms of Plaintiffs' contracts with Defendants are severable, such that the illegal contract terms should be severed, and the balance of the contracts enforced. *Armendariz v. Found. Health Psychcare Servs., Inc.* (2000) 24 Cal.4th 83, 124. With illegal contractual terms severed, class members' contracts with the Defendants provide for class members to receive equal retirement benefits.

Alternately, FEHA's prohibition on age discrimination constitutes a contractual term of employment implied by operation of law into Plaintiffs' employment agreements with Defendants, such that Defendants were subject to a contractual duty to pay nondiscriminatory retirement benefits. *See, Castillo v. Express Escrow Company* (2007) 146 Cal.App.4th 1301, 1308 ("all laws in existence when the agreement was made become part of the contract"); *Anderson v. Time Warner Telecom of California* (2005) 129 Cal.App.4th 411, 418 ("All applicable laws are presumed to be known by the parties and to form a part of the agreement as if those laws were expressly referred to and incorporated."); *Coral Farms, L.P. v. Mahony* (2021) 63 Cal.App.5th 719, 731 ("The incorporation of current law into a contract is presumed and does not require a deliberate expression by the parties.").

The terms of Plaintiffs' employment contracts were sufficiently clear that the parties could understand what each was required to do, the parties exchanged consideration, and the parties agreed to terms. Plaintiffs did all, or substantially all, of the significant things their contracts required of them. Defendants failed to pay non-discriminatory benefits under the contracts, or paid discriminatory benefits in violation of the contracts. Plaintiffs were harmed. Defendants' breaches of contract were a substantial factor in causing Plaintiffs' harm.

The harm to Plaintiffs includes the loss of retirement benefits, the loss of additional amounts of money each would have received had he or she not suffered such unlawful discrimination, and harm in the form of humiliation, mental anguish, and emotional distress.

Defendants are also liable for prospective relief for violations of California's Equal Protection clause. Such relief includes declaratory relief, injunctive relief, and issuance of writs of mandamus and/or prohibition.

Thus, Defendants' unlawful policies and practices as alleged adversely affect, in a similar manner, a class of persons of which Plaintiff is a member, and raise substantial questions of law and fact that are common to that class. For those reasons, Plaintiff files this charge on behalf of a class of all others similarly situated, and seeks to represent the same.

EXHIBIT B

Exhibit B – Required Claim Information (Gov. Code § 910)

Name of Claimant:	Cari McCormick
Address of Claimant, and Address Where Notices re Claim Should Be Sent:	Cari McCormick c/o Brent A. Robinson Aiman-Smith & Marcy, PC 7677 Oakport Street, Suite 1150 Oakland, CA 94621
Date, Place, and Other Circumstances of the Occurrence or Transaction which Gave Rise to the Claim Asserted:	Following a decision in favor of Ms McCormick by the First District Court of Appeal in 2019, CalPERS granted Ms McCormick ordinary disability retirement. For additional information about facts giving rise to claim asserted, see Exhibit A.
A General Description of the Loss Incurred:	See Exhibit A for detailed factual narrative.
The Name or Names of the Public Employees Causing the Injury, Damage, or Loss, if Known:	Unknown.
The Amount Claimed If Less than \$10k:	The amount claimed exceeds \$10k.

Note: This Claim is presented on behalf of a class of similarly situated persons. Claimant is the proposed representative claimant. The class description is provided in Exhibit A.

EXHIBIT C

Exhibit C – List of Potential Defendants

1. South San Joaquin County Fire Authority
2. Central Fire Protection District of Santa Cruz County
3. California Intergovernmental Risk Authority
4. State of California
5. Alameda County Office of Education
6. Alpine County Office of Education
7. Amador County Office of Education
8. Butte County Office of Education
9. Calaveras County Office of Education
10. Colusa County Office of Education
11. Contra Costa County Office of Education
12. Del Norte County Office of Education
13. El Dorado County Office of Education
14. Fresno County Office of Education
15. Glenn County Office of Education
16. Humboldt County Office of Education
17. Imperial County Office of Education
18. Inyo County Office of Education
19. Kern County Office of Education
20. Kings County Office of Education
21. Lake County Office of Education
22. Lassen County Office of Education
23. Los Angeles County Office of Education
24. Madera County Office of Education
25. Marin County Office of Education
26. Mariposa County Office of Education
27. Mendocino County Office of Education
28. Merced County Office of Education
29. Modoc County Office of Education
30. Mono County Office of Education
31. Monterey County Office of Education
32. Napa County Office of Education
33. Nevada County Office of Education
34. Los Angeles Unified School District
35. Los Angeles Community College District
36. San Diego County Office of Education
37. Alpine County
38. Amador County
39. Butte County
40. Calaveras County
41. Colusa County

Exhibit C
Page 2

42. Del Norte County
43. El Dorado County
44. Glenn County
45. Humboldt County
46. Inyo County
47. Kings County
48. Lake County
49. Lassen County
50. Madera County
51. Mariposa County
52. Modoc County
53. Mono County
54. Monterey County
55. Napa County
56. Nevada County
57. Placer County
58. Plumas County
59. Riverside County
60. San Benito County
61. San Joaquin County
62. Santa Clara County
63. Santa Cruz County
64. Shasta County
65. Sierra County
66. Siskiyou County
67. Solano County
68. Sutter County
69. Tehama County
70. Trinity County
71. Tuolumne County
72. Yolo County
73. Yuba County
74. Adelanto
75. Agoura Hills
76. Alameda
77. Albany
78. Alhambra
79. Aliso Viejo
80. Alturas
81. American Canyon
82. Anaheim
83. Anderson
84. Angels

Exhibit C

Page 3

85. Antioch
86. Apple Valley
87. Arcadia
88. Arcata
89. Arroyo Grande
90. Artesia
91. Arvin
92. Atascadero
93. Atherton
94. Atwater
95. Auburn
96. Avalon
97. Avenal
98. Azusa
99. Bakersfield
100. Baldwin Park
101. Banning
102. Barstow
103. Beaumont
104. Bell
105. Bell Gardens
106. Bellflower
107. Belmont
108. Belvedere
109. Benicia
110. Berkeley
111. Beverly Hills
112. Biggs
113. Bishop
114. Blue Lake
115. Blythe
116. Bradbury
117. Brawley
118. Brea
119. Brentwood
120. Brisbane
121. Buellton
122. Buena Park
123. Burbank
124. Burlingame
125. Calabasas
126. Calexico
127. California City

Exhibit C

Page 4

- 128. Calimesa
- 129. Calipatria
- 130. Calistoga
- 131. Camarillo
- 132. Campbell
- 133. Canyon Lake
- 134. Capitola
- 135. Carlsbad
- 136. Carmel-By-The-Sea
- 137. Carpinteria
- 138. Carson
- 139. Cathedral City
- 140. Cerritos
- 141. Chico
- 142. Chino
- 143. Chowchilla
- 144. Chula Vista
- 145. Citrus Heights
- 146. Claremont
- 147. Clayton
- 148. Clearlake
- 149. Cloverdale
- 150. Clovis
- 151. Coachella City
- 152. Coalinga
- 153. Colfax
- 154. Colma
- 155. Colton
- 156. Colusa
- 157. Commerce
- 158. Compton
- 159. Concord
- 160. Corcoran
- 161. Corning
- 162. Corona
- 163. Coronado
- 164. Corte Madera
- 165. Costa Mesa
- 166. Cotati
- 167. Covina
- 168. Crescent City
- 169. Cudahy
- 170. Culver City

Exhibit C

Page 5

- 171. Cupertino
- 172. Cypress
- 173. Daly City
- 174. Dana Point
- 175. Davis
- 176. Del Mar
- 177. Del Rey Oaks
- 178. Delano
- 179. Desert Hot Springs
- 180. Diamond Bar
- 181. Dinuba
- 182. Dixon
- 183. Dos Palos
- 184. Downey
- 185. Duarte
- 186. Dublin
- 187. Dunsmuir
- 188. East Palo Alto
- 189. Eastvale
- 190. El Cajon
- 191. El Centro
- 192. El Cerrito
- 193. El Monte
- 194. El Segundo
- 195. Elk Grove
- 196. Emeryville
- 197. Encinitas
- 198. Escalon
- 199. Escondido
- 200. Etna
- 201. Eureka
- 202. Exeter
- 203. Fairfax
- 204. Fairfield
- 205. Farmersville
- 206. Fillmore
- 207. Firebaugh
- 208. Folsom
- 209. Fontana
- 210. Fort Bragg
- 211. Fortuna
- 212. Foster City
- 213. Fountain Valley

Exhibit C

Page 6

214.	Fowler
215.	Fremont
216.	Fullerton
217.	Galt
218.	Garden Grove
219.	Gardena
220.	Gilroy
221.	Glendale
222.	Glendora
223.	Goleta
224.	Gonzales
225.	Grand Terrace
226.	Grass Valley
227.	Greenfield
228.	Gridley
229.	Grover Beach
230.	Guadalupe
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- 1000. Main San Gabriel Basin Watermaster
- 1001. Majestic Pines Community Services District
- 1002. Mammoth Lakes Fire District
- 1003. Mammoth Lakes Mosquito Abatement District
- 1004. Management of Emeryville Services Authority
- 1005. March Joint Powers Authority
- 1006. Marin Children and Families Commission
- 1007. Marin Community College District
- 1008. Marin County Housing Authority
- 1009. Marin County In-Home Supportive Services Public Authority
- 1010. Marin Municipal Water District
- 1011. Marina Coast Water District
- 1012. Marinwood Community Services District
- 1013. Mariposa Public Utility District
- 1014. Maxwell Public Utility District
- 1015. McCloud Community Services District
- 1016. McFarland Recreation and Park District
- 1017. McKinleyville Community Services District
- 1018. Meeks Bay Fire Protection District
- 1019. Meiners Oaks County Water District
- 1020. Mendocino City Community Services District
- 1021. Mendocino County Russian River Flood Control & Water Conservation Improvement District
- 1022. Mendocino Transit Authority
- 1023. Menlo Park Fire Protection District
- 1024. Merced County Housing Authority
- 1025. Merced County Mosquito Abatement District
- 1026. Merced Irrigation District
- 1027. Mesa Water District
- 1028. Metropolitan Transportation Commission
- 1029. Metropolitan Water District of Southern California

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- 1030. Midpeninsula Regional Open Space District
- 1031. Mid-Peninsula Water District
- 1032. Mid-Placer Public Schools Transportation Agency
- 1033. Midway City Sanitary District
- 1034. Midway Heights County Water District
- 1035. Millview County Water District
- 1036. Minter Field Airport District
- 1037. Mission Springs Water District
- 1038. Mojave Air and Space Port
- 1039. Mojave Water Agency
- 1040. Mokelumne Rural Fire District
- 1041. Monte Vista County Water District
- 1042. Montecito Fire Protection District
- 1043. Montecito Sanitary District of Santa Barbara County
- 1044. Montecito Water District
- 1045. Monterey Bay Unified Air Pollution Control District
- 1046. Monterey County Regional Fire Protection District
- 1047. Monterey County Water Resources Agency
- 1048. Monterey One Water
- 1049. Monterey Peninsula Airport District
- 1050. Monterey Peninsula Regional Park District
- 1051. Monterey Peninsula Water Management District
- 1052. Monterey Regional Waste Management District
- 1053. Monterey-Salinas Transit District
- 1054. Montezuma Fire Protection District
- 1055. Morongo Basin Transit Authority
- 1056. Mother Lode Job Training Agency
- 1057. Moulton-Niguel Water District
- 1058. Mountains Recreation and Conservation Authority
- 1059. Mountain-Valley Library System
- 1060. Mt. San Antonio College Auxiliary Services
- 1061. MT. View Sanitary District of Contra Costa County
- 1062. Municipal Pooling Authority
- 1063. Municipal Water District of Orange County
- 1064. Murphys Sanitary District
- 1065. Murrieta Fire Protection District
- 1066. Murrieta Valley Cemetery District
- 1067. Napa County Mosquito Abatement District
- 1068. Napa County Resource Conservation District
- 1069. Napa Sanitation District
- 1070. Napa Valley Transportation Authority
- 1071. National Orange Show
- 1072. Natomas Fire Protection District

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- 1073. Nevada Cemetery District
- 1074. Nevada County Consolidated Fire District
- 1075. Nevada County Local Agency Formation Commission
- 1076. Nevada County Resource Conservation District
- 1077. Nevada Irrigation District
- 1078. Newcastle, Rocklin, Gold Hill Cemetery District
- 1079. Nipomo Community Services District
- 1080. North Bay Cooperative Library System
- 1081. North Bay Regional Center
- 1082. North Bay Schools Insurance Authority
- 1083. North Central Counties Consortium
- 1084. North Coast County Water District
- 1085. North Coast Railroad Authority
- 1086. North Coast Unified Air Quality Management District
- 1087. North County Dispatch Joint Powers Authority
- 1088. North County Fire Protection District of Monterey County
- 1089. North County Fire Protection District of San Diego County
- 1090. North County Transit District
- 1091. North Delta Water Agency
- 1092. North Kern Cemetery District
- 1093. North Kern Water Storage District
- 1094. North Kern-South Tulare Hospital District
- 1095. North Los Angeles County Regional Center, Inc.
- 1096. North Marin Water District
- 1097. North of the River Municipal Water District
- 1098. North of the River Recreation and Park District
- 1099. North State Cooperative Library System
- 1100. North Tahoe Fire Protection District
- 1101. North Tahoe Public Utility District
- 1102. Northern California Power Agency
- 1103. Northern California Special Districts Insurance Authority
- 1104. Northern Salinas Valley Mosquito Abatement District
- 1105. Northern Sierra Air Quality Management District
- 1106. Northshore Fire Protection District
- 1107. Northstar Community Services District
- 1108. Northwest Mosquito and Vector Control District
- 1109. Novato Sanitary District
- 1110. Oakdale Irrigation District
- 1111. Oakdale Rural Fire Protection District
- 1112. Oakland City Housing Authority
- 1113. Oceano Community Services District
- 1114. Ojai Valley Sanitary District
- 1115. Olcese Water District

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- 1116. Olivenhain Municipal Water District
- 1117. Olympic Valley Public Service District
- 1118. Omnitrans
- 1119. Ophir Hill Fire Protection District
- 1120. Orange County Health Authority
- 1121. Orange County Transportation Authority
- 1122. Orange County Vector Control District
- 1123. Orchard Dale Water District
- 1124. Orland Cemetery District
- 1125. Oro Loma Sanitary District
- 1126. Orosi Public Utility District
- 1127. Oroville Cemetery District
- 1128. Otay Water District
- 1129. Oxnard Harbor District
- 1130. Pacific Fire Protection District
- 1131. Padre Dam Municipal Water District
- 1132. Pajaro Valley Fire Protection Agency
- 1133. Pajaro Valley Public Cemetery District
- 1134. Pajaro Valley Water Management Agency
- 1135. Palm Ranch Irrigation District
- 1136. Palmdale Water District
- 1137. Palo Verde Valley District Library
- 1138. Palos Verdes Library District
- 1139. Paradise Recreation and Park District
- 1140. Pasadena City College Bookstore
- 1141. Paso Robles City Housing Authority
- 1142. Patterson Irrigation District
- 1143. Pauma Valley Community Services District
- 1144. Peardale Chicago Park Fire Protection District
- 1145. Pebble Beach Community Services District
- 1146. Peninsula Fire Protection District
- 1147. Peninsula Health Care District
- 1148. Peninsula Traffic Congestion Relief Alliance
- 1149. Penn Valley Fire Protection District
- 1150. Personal Assistance Services Council
- 1151. Phelan Pinon Hills Community Services District
- 1152. Pico Water District
- 1153. Pine Cove Water District
- 1154. Pine Grove Mosquito Abatement District
- 1155. Pinedale County Water District
- 1156. Pioneer Cemetery District
- 1157. Pixley Irrigation District
- 1158. Placer County Cemetery District No. 1

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1159.	Placer County Resource Conservation District
1160.	Placer County Transportation Planning Agency
1161.	Placer County Water Agency
1162.	Placer Hills Fire Protection District
1163.	Placer Mosquito and Vector Control District
1164.	Planning and Service Area II Area Agency on Aging
1165.	Pleasant Hill Recreation and Park District
1166.	Pleasant Valley County Water District
1167.	Pleasant Valley Recreation and Park District
1168.	Plumas Eureka Community Services District
1169.	Plumas Local Agency Formation Commission
1170.	Pomerado Cemetery District
1171.	Pomona Valley Transportation Authority
1172.	Pomona, Calif State Polytechnic University, Associated Students, Inc.
1173.	Port San Luis Harbor District
1174.	Porter Vista Public Utility District
1175.	Porterville Irrigation District
1176.	Porterville Public Cemetery District
1177.	Public Cemetery District No. 1 of Kern County
1178.	Public Entity Risk Management Authority
1179.	Public Risk Innovation, Solutions and Management
1180.	Public Transportation Services Corporation
1181.	Pupil Transportation Cooperative
1182.	Purissima Hills Water District
1183.	Quartz Hill Water District
1184.	Quincy Community Services District
1185.	Rainbow Municipal Water District
1186.	Ramona Municipal Water District
1187.	Rancho Adobe Fire Protection District
1188.	Rancho California Water District
1189.	Rancho Cucamonga Fire Protection District
1190.	Rancho Murieta Community Services District
1191.	Rancho Santa Fe Fire Protection District
1192.	Rancho Santiago Community College Associated Students
1193.	Rancho Simi Recreation & Park District
1194.	Reclamation District No. 1000
1195.	Reclamation District No. 1001
1196.	Reclamation District No. 1660
1197.	Reclamation District No. 3
1198.	Reclamation District No. 833
1199.	Reclamation District No. 999
1200.	Red Bluff Cemetery District
1201.	Redwood Coast Regional Center

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1202.	Redwood Empire Municipal Insurance Fund
1203.	Redwood Empire School Insurance Group
1204.	Reedley Cemetery District
1205.	Regional Center of Orange County
1206.	Regional Center of the East Bay
1207.	Regional Housing Authority
1208.	Regional Water Authority
1209.	Rescue Fire Protection District
1210.	Resort Improvement District No. 1
1211.	Resource Conservation District of the Santa Monica Mountains
1212.	Richardson Bay Sanitary District
1213.	Rincon Del Diablo Municipal Water District
1214.	Rio Alto Water District
1215.	Rio Linda Elverta Community Water District
1216.	Rio Vista-Montezuma Cemetery District
1217.	Riverbank City Housing Authority
1218.	Riverside County Air Pollution Control District
1219.	Riverside County Department of Waste Resources
1220.	Riverside County Flood Control and Water Conservation District
1221.	Riverside County Law Library
1222.	Riverside County Regional Park and Open Space District
1223.	Riverside County Transportation Commission
1224.	Riverside Transit Agency
1225.	Rosamond Community Services District
1226.	Rose Bowl Operating Company
1227.	Rosedale-Rio Bravo Water Storage District
1228.	Roseville Public Cemetery District
1229.	Ross Valley Fire Department
1230.	Ross Valley Sanitary District
1231.	Rowland Water District
1232.	Rubidoux Community Services District
1233.	Running Springs Water District
1234.	Rural County Representatives of California
1235.	Sacramento Area Council of Governments
1236.	Sacramento Area Flood Control Agency
1237.	Sacramento City Housing Authority
1238.	Sacramento County Public Law Library
1239.	Sacramento Groundwater Authority
1240.	Sacramento Metropolitan Air Quality Management District
1241.	Sacramento Metropolitan Cable Television Commission
1242.	Sacramento Metropolitan Fire District
1243.	Sacramento Municipal Utility District
1244.	Sacramento Public Library Authority

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1245.	Sacramento Regional Fire/EMS Communications Center
1246.	Sacramento Suburban Water District
1247.	Sacramento Transportation Authority
1248.	Sacramento-Yolo Mosquito and Vector Control District
1249.	Salida Fire Protection District
1250.	Salinas Valley Solid Waste Authority
1251.	Salton Community Services District
1252.	Samoa Peninsula Fire Protection District
1253.	San Andreas Regional Center, Inc.
1254.	San Andreas Sanitary District
1255.	San Benito County Water District
1256.	San Bernardino City Unified School District
1257.	San Bernardino County Housing Authority
1258.	San Bernardino County Transportation Authority
1259.	San Bernardino Valley Municipal Water District
1260.	San Bernardino Valley Water Conservation District
1261.	San Diego Association of Governments
1262.	San Diego Community College District
1263.	San Diego County Law Library
1264.	San Diego County Water Authority
1265.	San Diego Metropolitan Transit System
1266.	San Diego State University Associated Students
1267.	San Diego Trolley, Inc.
1268.	San Diego Unified School District
1269.	San Dieguito Water District
1270.	San Elijo Joint Powers Authority
1271.	San Francisco Bay Area Rapid Transit District
1272.	San Francisco Bay Area Water Emergency Transportation Authority
1273.	San Francisco City and County Housing Authority
1274.	San Francisco Community College District Bookstore Auxiliary
1275.	San Francisco County Transportation Authority
1276.	San Francisco Health Authority
1277.	San Francisco Law Library
1278.	San Francisquito Creek Joint Powers Authority
1279.	San Gabriel County Water District
1280.	San Gabriel Valley Council of Governments
1281.	San Gabriel Valley Mosquito and Vector Control District
1282.	San Gabriel Valley Municipal Water District
1283.	San Geronio Pass Water Agency
1284.	San Jacinto Valley Cemetery District
1285.	San Joaquin County Housing Authority
1286.	San Joaquin County IHSS Public Authority
1287.	San Joaquin Delta Community College District

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- 1288. San Juan Water District
- 1289. San Lorenzo Valley Water District
- 1290. San Luis Obispo Cal Poly Associated Students, Inc.
- 1291. San Luis Obispo Council of Governments
- 1292. San Luis Water District
- 1293. San Mateo Consolidated Fire Department
- 1294. San Mateo County Harbor District
- 1295. San Mateo County In-Home Supportive Services Public Authority
- 1296. San Mateo County Law Library
- 1297. San Mateo County Schools Insurance Group
- 1298. San Mateo County Transit District
- 1299. San Miguel Community Services District
- 1300. San Miguel Consolidated Fire Protection District
- 1301. San Simeon Community Services District
- 1302. Sanger Cemetery District
- 1303. Sanitary District No. 5 of Marin County
- 1304. Santa Ana River Flood Protection Agency
- 1305. Santa Ana Unified School District
- 1306. Santa Ana Watershed Project Authority
- 1307. Santa Barbara County Law Library
- 1308. Santa Barbara County Special Education Local Plan Area
- 1309. Santa Barbara Regional Health Authority
- 1310. Santa Clara County Central Fire Protection District
- 1311. Santa Clara County Health Authority
- 1312. Santa Clara County Housing Authority
- 1313. Santa Clara County Law Library
- 1314. Santa Clara County Schools Insurance Group
- 1315. Santa Clara Valley Open Space Authority
- 1316. Santa Clara Valley Transportation Authority
- 1317. Santa Clara Valley Water District
- 1318. Santa Clarita Valley School Food Services Agency
- 1319. Santa Clarita Valley Water Agency
- 1320. Santa Cruz County Law Library
- 1321. Santa Cruz County Regional Transportation Commission
- 1322. Santa Cruz Local Agency Formation Commission
- 1323. Santa Cruz Metropolitan Transit District
- 1324. Santa Cruz Port District
- 1325. Santa Cruz Regional 9-1-1
- 1326. Santa Fe Irrigation District
- 1327. Santa Margarita Water District
- 1328. Santa Maria Public Airport District
- 1329. Santa Monica Community College District
- 1330. Santa Nella County Water District

- 1331. Santa Paula City Housing Authority
- 1332. Santa Ynez River Water Conservation District, Improvement District No. 1
- 1333. Santos Manuel Student Union of California State University, San Bernardino
- 1334. Sausalito-Marin City Sanitary District
- 1335. Schell Vista Fire Protection District
- 1336. School Risk And Insurance Management Group
- 1337. Schools Excess Liability Fund
- 1338. Schools Insurance Authority
- 1339. Scotts Valley Fire Protection District
- 1340. Scotts Valley Water District
- 1341. Selma Cemetery District
- 1342. Selma-Kingsburg-Fowler County Sanitation District
- 1343. Serrano Water District
- 1344. Sewer Authority Mid-Coastside
- 1345. Sewerage Commission-Oroville Region
- 1346. Shafter Wasco Irrigation District
- 1347. Shasta Area Safety Communications Agency
- 1348. Shasta Community Services District
- 1349. Shasta Lake Fire Protection District
- 1350. Shasta Mosquito and Vector Control District
- 1351. Shasta Regional Transportation Agency
- 1352. Shasta Valley Cemetery District
- 1353. Shiloh Public Cemetery District
- 1354. Sierra Lakes County Water District
- 1355. Sierra-Sacramento Valley Emergency Medical Services Agency
- 1356. Silicon Valley Animal Control Authority
- 1357. Silicon Valley Clean Water
- 1358. Silveyville Cemetery District
- 1359. Solano Cemetery District
- 1360. Solano County Mosquito Abatement District
- 1361. Solano County Water Agency
- 1362. Solano Irrigation District
- 1363. Solano Transportation Authority
- 1364. Sonoma County Fire District
- 1365. Sonoma County Junior College District
- 1366. Sonoma County Library
- 1367. Sonoma Marin Area Rail Transit District
- 1368. Sonoma State Enterprises, Inc.
- 1369. Sonoma Student Union Corporation
- 1370. Soquel Creek Water District
- 1371. South Bay Regional Public Communications Authority
- 1372. South Central Los Angeles Regional Center for Developmentally Disabled Persons

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- 1373. South Coast Water District
- 1374. South County Support Services Agency
- 1375. South Feather Water and Power Agency
- 1376. South Kern Cemetery District
- 1377. South Orange County Wastewater Authority
- 1378. South Placer Fire District
- 1379. South Placer Municipal Utility District
- 1380. South San Joaquin Irrigation District
- 1381. South San Luis Obispo County Sanitation District
- 1382. South Tahoe Public Utility District
- 1383. Southeast Area Social Services Funding Authority
- 1384. Southern California Association of Governments
- 1385. Southern California Library Cooperative
- 1386. Southern California Public Power Authority
- 1387. Southern California Regional Rail Authority
- 1388. Southern San Joaquin Municipal Utility District
- 1389. Southern Sonoma County Resource Conservation District
- 1390. Southwest Transportation Agency
- 1391. Special District Risk Management Authority
- 1392. Stallion Springs Community Services District
- 1393. Stanislaus Consolidated Fire Protection District
- 1394. Stanislaus Regional Housing Authority
- 1395. State Bar of California
- 1396. State Center Community College District
- 1397. State Water Contractors
- 1398. Stege Sanitary District
- 1399. Stinson Beach County Water District
- 1400. Stockton East Water District
- 1401. Stockton Unified School District
- 1402. Strawberry Recreation District
- 1403. Successor Agency to the Redevelopment Agency of the City of Fresno
- 1404. Successor Agency to the Redevelopment Agy of the City & County of San Francisco
- 1405. Suisun Fire Protection District
- 1406. Suisun Resource Conservation District
- 1407. Summit Cemetery District
- 1408. Sunnyslope County Water District
- 1409. Susanville Sanitary District
- 1410. Sutter Cemetery District
- 1411. Sweetwater Authority
- 1412. Sweetwater Springs Water District
- 1413. Sylvan Cemetery District
- 1414. Tahoe City Public Utility District

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- 1415. Tahoe Resource Conservation District
- 1416. Tahoe-Truckee Sanitation Agency
- 1417. Tehachapi Valley Recreation and Park District
- 1418. Tehachapi-Cummings County Water District
- 1419. Tehama County Mosquito Abatement District
- 1420. Temescal Valley Water District
- 1421. Templeton Community Services District
- 1422. Thermalito Water and Sewer District
- 1423. Three Rivers Community Services District
- 1424. Three Valleys Municipal Water District
- 1425. Tiburon Fire Protection District
- 1426. Trabuco Canyon Water District
- 1427. Tracy Rural County Fire Protection District
- 1428. Transbay Joint Powers Authority
- 1429. Transportation Agency for Monterey County
- 1430. Transportation Authority of Marin
- 1431. Treasure Island Development Authority
- 1432. Tri-City Mental Health Center
- 1433. Tri-Counties Association for the Developmentally Disabled
- 1434. Tri-County Schools Insurance Group
- 1435. Tri-Dam Project
- 1436. Trindel Insurance Fund
- 1437. Trinity Public Utilities District
- 1438. Truckee Donner Public Utility District
- 1439. Truckee Fire Protection District
- 1440. Truckee Sanitary District
- 1441. Truckee Tahoe Airport District
- 1442. Tulare Mosquito Abatement District
- 1443. Tulare Public Cemetery District
- 1444. Tuolumne City Sanitary District
- 1445. Tuolumne Fire District
- 1446. Tuolumne Utilities District
- 1447. Turlock Mosquito Abatement District
- 1448. Twain Harte Community Services District
- 1449. Twentynine Palms Water District
- 1450. Twin Rivers Unified School District
- 1451. Ukiah Valley Fire District
- 1452. Union Public Utility District
- 1453. Union Sanitary District
- 1454. United Water Conservation District
- 1455. University Enterprises Corporation at CSUSB
- 1456. University Enterprises, Inc.
- 1457. University Student Center of California State University Stanislaus

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- 1458. Upland City Housing Authority
- 1459. Upper San Gabriel Valley Municipal Water District
- 1460. Utica Water and Power Authority
- 1461. Vacaville Fire Protection District
- 1462. Vacaville-Elmira Cemetery District
- 1463. Val Verde Unified School District
- 1464. Vallecitos Water District
- 1465. Vallejo Flood and Wastewater District
- 1466. Valley Center Municipal Water District
- 1467. Valley County Water District
- 1468. Valley Mountain Regional Center, Inc.
- 1469. Valley of the Moon Water District
- 1470. Valley Sanitary District
- 1471. Valley Springs Public Utility District
- 1472. Valley-Wide Recreation and Park District
- 1473. Vandenberg Village Community Services District
- 1474. Ventura College Foundation
- 1475. Ventura County Law Library
- 1476. Ventura County Schools Business Services Authority
- 1477. Ventura County Schools Self-Funding Authority
- 1478. Ventura County Transportation Commission
- 1479. Ventura Port District
- 1480. Ventura River Water District
- 1481. Victor Valley Transit Authority
- 1482. Victor Valley Wastewater Reclamation Authority
- 1483. Visalia Public Cemetery District
- 1484. Vista Irrigation District
- 1485. Walnut Valley Water District
- 1486. Wasco Recreation and Park District
- 1487. Washington Colony Cemetery District
- 1488. Water Employee Services Authority
- 1489. Water Facilities Authority
- 1490. Water Replenishment District of Southern California
- 1491. Weaverville Community Services District
- 1492. Weaverville Sanitary District
- 1493. West Almanor Community Services District
- 1494. West Basin Municipal Water District
- 1495. West Bay Sanitary District
- 1496. West Cities Communication Center
- 1497. West Contra Costa Integrated Waste Management Authority
- 1498. West Contra Costa Transportation Advisory Committee
- 1499. West County Transportation Agency
- 1500. West County Wastewater District

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- 1501. West End Communications Authority
- 1502. West Kern Water District
- 1503. West Stanislaus Irrigation District
- 1504. West Valley Mosquito and Vector Control District
- 1505. West Valley Sanitation District of Santa Clara County
- 1506. West Valley Water District
- 1507. West Valley-Mission Community College District
- 1508. Westborough Water District
- 1509. Western Contra Costa Transit Authority
- 1510. Western Municipal Water District
- 1511. Western Riverside Council of Governments
- 1512. Westlands Water District
- 1513. Westwood Community Services District
- 1514. Wheeler Ridge-Maricopa Water Storage District
- 1515. Wildomar Cemetery District
- 1516. Williams Fire Protection Authority
- 1517. Willow County Water District
- 1518. Willow Creek Community Services District
- 1519. Willows Cemetery District
- 1520. Wilton Fire Protection District
- 1521. Winterhaven Water District
- 1522. Winters Cemetery District
- 1523. Winters Fire Protection District
- 1524. Winton Water and Sanitary District
- 1525. Woodbridge Rural County Fire Protection District
- 1526. Woodlake Fire District
- 1527. Woodside Fire Protection District
- 1528. Yolo County Federal Credit Union
- 1529. Yolo County Housing Authority
- 1530. Yolo County In-Home Supportive Services Public Authority
- 1531. Yolo County Public Agency Risk Management Insurance Authority
- 1532. Yolo County Transportation District
- 1533. Yolo Emergency Communications Agency
- 1534. Yolo-Solano Air Quality Management District
- 1535. Yorba Linda Water District
- 1536. Yuba Community College District
- 1537. Yuba County Water Agency
- 1538. Yuba Sutter Transit Authority
- 1539. Yucaipa Valley Water District
- 1540. Yuima Municipal Water District

Three Month Meeting Schedule**RTC 09/07/2023**www.sccrtc.org/meetings/

September 2023 - November 2023

Note: Please check website for most up-to-date information. All meetings are subject to cancellation when there are no action items to be considered.

Date	Day	Meeting Body	Time	Place
09/07/23	Thu	Regional Transportation Commission	9:00am	Scotts Valley
09/21/23	Thu	Transportation Policy Workshop	9:00am	TBD
09/21/23	Thu	Interagency Technical Advisory Committee	1:30pm	RTC Office
10/02/23	Mon	Bicycle Advisory Committee	6:00pm	RTC Office
10/05/23	Thu	Regional Transportation Commission	9:00am	County BOS
10/10/23	Tue	Elderly & Disabled Transportation Advisory Committee	1:30pm	RTC Office
10/12/23	Thu	Budget & Administration/Personnel	1:30pm	RTC Office
10/19/23	Thu	Transportation Policy Workshop	9:00am	TBD
10/19/23	Thu	Interagency Technical Advisory Committee	1:30pm	RTC Office
11/02/23	Thu	Regional Transportation Commission	9:00am	County BOS
11/13/23	Mon	Bicycle Advisory Committee Meeting	6:00pm	RTC Office
11/14/23	Tue	Elderly & Disabled Transportation Advisory Committee	1:30pm	RTC Office
11/16/23	Thu	Transportation Policy Workshop	9:00am	TBD
11/16/23	Thu	Interagency Technical Advisory Committee	1:30pm	RTC Office

- County BOS – 701 Ocean St., 5th Floor, Room 525, Santa Cruz, CA
- RTC Office – 1101 Pacific Ave., Suite 250, Santa Cruz, CA
- Scotts Valley – 1 Civic Center Dr., Scotts Valley, CA

TO							From			Link to Full Comments
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
5/2/2023 (Carry-over)	Email	Incoming	RTC Staff 8.2.2023	RTC		SCCRTC	Ben	Vernazza	Resident	White Paper "Next Generation Trails" and guest letter to the editor
07/10/23	Letter	Incoming	n/a	Riley	Gerbrandt	SCCRTC	Robert	Larsen	Cal Governor's Office of Emergency Services	Re: Response to Time Extension Request - Project Number 1311476
07/25/23	Email	Incoming	R.Gerbrandt 7.26.2023	Riley	Gerbrandt	SCCRTC	Ben	West	Bogard Construction	Power Permit inquiry
07/27/23	Email	Incoming	pending	Grace	Blakeslee	SCCRTC	Ben	Vernazza	Resident	Request for information regarding segment 9
07/27/23	Email	Incoming	pending	Jason	Thompson	SCCRTC	Levi	Krull	Specialty Construction	Re: ROE-SPP-2023-9 Valencia Creek Sewer Relocation Project
07/28/23	Email	Incoming	RTC Staff 7.31.2023	RTC		SCCRTC	Kris	Kirby	Resident	Comments on Highway 1 Construction Update for Week of July 30
07/28/23	Email	Incoming	RTC Staff 7.31.2023	RTC		SCCRTC	Lisa	Ramirez	Resident	Freeway noise and safety complaint
07/29/23	Email	Incoming	RTC Staff 7.31.2023	RTC		SCCRTC	Debbie	Bulger	Mission Pedestrian	Transportation Justice Conference
07/29/23	Email	Incoming	RTC Staff 8.29.2023	Amanda Marino	Amy Naranjo	SCCRTC	Matthew	Hur	Resident	Thank you for the Freeway Service Patrol!!!
07/29/23	Email	Incoming	S.Munz 8.16.2023	Shannon	Munz	SCCRTC	Peter	Gibson	Resident	Reduction in Greenhouse gas emissions - In Annual Metric Tons

TO							From			
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
07/31/23	Email	Incoming	pending	Yesenia	Parra	SCCRTC	Marissa	Mathiesen	Resident	Transportation Planning Technician position inquiry
07/31/23	Email	Incoming	RTC Staff 8.1.2023	Shannon	Munz	SCCRTC	Keith	Bontrager	Resident	Questions about Coastal Trail, Segment 7
07/31/23	Email	Incoming	G.Preston 8.1.2023	Guy	Preston	SCCRTC	John	Hibble	Aptos History Museum & Aptos Chamber of Commerce	Interest in leasing the Rice House & proposal for improvements
08/01/23	Email	Incoming	RTC Staff 8.1.2023	Riley	Gerbrandt	SCCRTC	Tina	Andreatta	Resident	Comments on item 27
08/01/23	Email	Incoming	RTC Staff 8.1.2023	Riley	Gerbrandt	SCCRTC	Matt	Farrell	Friends of the Rail and Trail	Comments on item 27
08/01/23	Email	Incoming	RTC Staff 8.1.2023 (phone)	Yesenia	Parra	SCCRTC	Anna	Kalthoff	Applicant	Re: Transportation Planning Intern
08/01/23	Email	Incoming	A.Marino 8.2.2023	Amanda Marino	Amy Naranjo	SCCRTC	Monique	Cook	Resident	Thank you - Freeway Service Patrol
08/01/23	Email	Incoming	RTC Staff 8.1.2023	Riley	Gerbrandt	SCCRTC	Saladin	Sale	Resident	Comments on item 27
08/01/23	Email	Incoming	RTC Staff 8.2.2023	Riley	Gerbrandt	SCCRTC	Jensen	Maass	Resident	Comments on item 28
08/01/23	Email	Incoming	RTC Staff 8.2.2023	Riley	Gerbrandt	SCCRTC	Neil	Waldhauer	Resident	Comments on item 29

TO							From			
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
08/01/23	Email	Incoming	RTC Staff 8.2.2023	Riley	Gerbrandt	SCCRTC	Trician	Comings	Resident	Comments on item 30
08/02/23	Email	Incoming	RTC Staff 8.2.2023	Riley	Gerbrandt	SCCRTC	Linda	Wilshusen	Resident	Comments on item 31
08/02/23	Email	Incoming	RTC Staff 8.2.2023	Riley	Gerbrandt	SCCRTC	Iwalani	Faulkner	Equity Transit	Comments on item 32
08/02/23	Letter	Incoming	n/a	Guy Preston	Riley Gerbrandt	SCCRTC	California Office	of Emergency Services	CalOES	Approval of Request for Public Assistance, FEMA-4683-DR-CA
08/03/23	Email	Incoming	J.Thompson 8.22.2023	Jason	Thompson	SCCRTC	Noel & Jewel	Pangilinan	Resident	Inquiry on tree trimming by railroad
08/03/23	Letter	Incoming	n/a	Guy Preston	Riley Gerbrandt	SCCRTC	California Office	of Emergency Services	CalOES	Approval of Request for Public Assistance, FEMA-4699-DR-CA
08/04/23	Email	Incoming	n/a	Guy	Preston	SCCRTC	Aurelio	Gonzalez	Resident	Sorry to hear that Mr. Guy Preston will be leaving.
08/06/23	Email	Incoming	pending	Yesenia	Parra	SCCRTC	David	Date	Resident	I would like to expand my previous FOIA request pertaining to the hole that developed in the Aptos/Soquel Dr rail crossing in late 2019.
08/07/23	Email	Incoming	S.Munz 8.16.2023	Shannon	Munz	SCCRTC	Jean	Brocklebank	Resident	Will the night time lighting of the Chanticleer overcrossing incorporate best practices according to the International Dark-Sky Association?
08/07/23	Email	Incoming	RTC Staff 8.10.2023	Brianna	Goodman	SCCRTC	Brodie	French	Alpha Land Surveys, Inc.	Railroad Right of Way Maps
08/07/23	Email	Incoming	RTC Staff 8.7.2023	RTC		SCCRTC	Michael	Saint	Campaign for Sustainable Transportation	Invitation for RTC staff and commissioners to Transportation Justice Conference

TO							From			
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
08/10/23	Email	Incoming	RTC Staff 8.10.2023	Brianna	Goodman	SCCRTC	Wade	Larsen	Resident	Would like to discuss Felton bike lanes
08/10/23	Email	Incoming	C.Convisser 8.23.2023	Yesenia	Parra	SCCRTC	Shaquille	Cruz	Transparent California	SCCRTC Public Records Request - 2022 Employee Compensation Reports
08/14/23	Email	Incoming	C.Convisser 8.17.2023	Yesenia	Parra	SCCRTC	Larissa	Sanderfer	Santa Clara Valley Transportation Authority	Memo Request - CMP Opt Out
08/14/23	Letter	Incoming	pending	Sarah	Christensen	SCCRTC	JoAnn	Revoir	Resident	Photos and concerns about drainage issue
08/15/23	Email	Incoming	M.Koenig 8.15.2023	RTC		SCCRTC	Carey	Pico	Resident	Submission for August 17 special RTC meeting presentation (PowerPoint) and publication (pdf)
08/17/23	Email	Incoming	pending	Shannon	Munz	SCCRTC	Peter	Gibson	Resident	Questions re: GHG reduction projections in the TCAA
08/18/23	Email	Incoming	RTC Staff 8.21.2023	Luis	Mendez	SCCRTC	Mary	Connoly	Property owner	Urgent! Unhoused individuals appear to be lighting fires behind 204 North Ave 8/18/2023
08/18/23	Email	Incoming	RTC Staff 8.21.2023	Grace	Blakeslee	SCCRTC	Glenn	Rabenold	Resident	Letters re: the Coastal Rail Trail and traditional & modern remedies
08/21/23	Email	Incoming	RTC Staff 8.21.2023	RTC		SCCRTC	Brooke	Secor	Resident	Request to subscribe to distribution list and question about RTC committees
08/22/23	Email	Incoming	T.Travers 8.22.2023	Tommy	Travers	SCCRTC	Brooke	Secor	Resident	Traffic Changes Undermining Measure D and Vision Zero

Correspondence Log (7/24/2023-8/28/2023)

RTC 09/07/2023

TO							From			
Date Letter Rec'd/Sent	Type	Incoming/Outgoing	Response	First	Last	Organization	First	Last	Organization	Subject
08/23/23	Email	Incoming	S.Munz 8.23.2023	Shannon	Munz	SCCRTC	Johanna	Lighthill	Resident	Comments on the 2023 Public Participation Plan
08/23/23	Email	Incoming	RTC Staff 8.28.2023	Riley	Gerbrandt	SCCRTC	Jean	Brocklebank	Resident	When will the results of the new passenger rail feasibility study be available to the Commission and the public?
08/23/23	Email	Incoming	pending	Brian Zamora	Shannon Munz	SCCRTC	Teresa	Buika	Resident	How long are these traffic impacts going to last on Soquel Ave?
08/23/23	Email	Incoming	pending	Luis	Mendez	SCCRTC	Mary	Connolly	Resident	Enacmpment Activity Update 8/23/23 with video: Aptos
08/23/23	Email	Incoming	pending	Shannon Munz	Brian Zamora	SCCRTC	Shelley	Hatch	Resident	Comments on traffic control announcement - Daytime Traffic Control in Effect on Soquel Avenue Starting Aug 28
08/24/23	Email	Incoming	pending	Shannon	Munz	SCCRTC	Kristen	Kellermeyer	Resident	Questions about bus on shoulder driver education and bus on shoulder facilities
08/28/23	Email	Incoming	RTC Staff 8.29.2023	Shannon	Munz	SCCRTC	Talia	Day	Resident	Is there any help for people that are low income to get their vehicle out of impound?



PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared for the Santa Cruz County Regional Transportation Commission's Board Meeting on:
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The projects below are listed in order of State Route, then by beginning post mile, with all projects covering multiple State Routes listed first. There are two tables of projects displayed: 1. “*Projects in Construction*” (Milestone range: Construction Contract Approval to Construction Contract Acceptance) and 2. “*Projects in Development*” (project phases “Project Initiation Document” (PID), “Project Approval & Environmental Documents” (PA&ED), “Plans, Specifications, & Estimates” (PS&E), and “Right of Way” (RW). The Right of Way phase often overlaps with the Plans, Specifications, & Estimates phase. Please see a list of Caltrans resources available to the public at the end of this document. Oversight Projects are included below when Caltrans is the Lead Agency for a given phase.

Projects in CONSTRUCTION								
	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Timeline	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Contractor	Comments & Updates to Commissioners
C1	Santa Cruz & San Benito Rumble Strip & Striping Safety Project 1M330	State Route: Various: 1, 9, 17, 129 PM: Various	Install centerline and edge line rumble strips; Restripe some locations with enhanced wet night thermoplastic striping material	June 2022 - July 2024	C Cap: \$3.3 million Total: \$4.8 million 010 Safety Funds	Terry Thompson	Central Striping Service, Inc.	Project is in construction.
	Soquel Creek Scour Protection 1H480	State Route: 1 PM: 13.31 At Soquel Creek Bridge No 36 0013 btwn Bay Ave & 41st Ave	Bridge Preventative Maintenance - Place Scour Protection	July 2022 – February 2024	C Cap: \$1.4 million Total: \$6.6 million SHOPP- Bridge	Chad Stoehr	Granite Construction Company	Construction is in progress but has experienced some delays associated with species control.
C3	Aux Lanes & BOS 41 st to Soquel Ave 0C732	State Route: 1 PM: 13.4 to 14.9	Construct auxiliary Lanes, Bus-on-shoulder elements, & bicycle/pedestrian overcrossing near Chanticleer Avenue.	November 2022 - August 2024	C Cap: \$28.1 million Total: \$35.2 million SCCRTC Project- Caltrans Lead for CON	Madilyn Jacobsen	Granite Construction Company	Project construction is ongoing.



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	Projects in CONSTRUCTION								
	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Timeline	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Contractor	Comments & Updates to Commissioners	
	C4	Davenport Culvert Replacement	State Route: 1	Culvert replacement near Davenport and south Waddell Creek	March 2022 - August 2024	C Cap: \$8.1 million Total: \$13 million SHOPP- Drainage	Chad Stoehr	Serafix Engineering	Construction is ongoing.
		OJ200	PM: 31.9 to 35.7 At various spot locations btwn the listed postmiles						
	C5	Viaducts	State Route: 9	Construct side-hill viaduct, restore roadway and facilities, place Water Pollution Control BMPs, erosion control	December 2022 - September 2025	C Cap: \$11.6 million Total: \$20 million SHOPP- Major Damage	Doug Hessing	Gordon N. Ball, Inc.	Expect one-way traffic control and intermittent full closures with advance notice via Caltrans' News Releases.
1K120		PM: 1 & 4 At 0.5 miles north of Vernon St & at 0.75 miles south of Glengarry Rd							
C6	Hairpin Tieback	State Route: 9	Construct a Soldier Pile Tieback Retaining Wall	June 2021 - July 2024	C Cap: \$3.6 million Total: \$7.6 million SHOPP- Major Damage	Doug Hessing	Gordon N. Ball, Inc.	The primary construction activities have been completed. The one-year Plant Establishment, which began in March 2023, is ongoing.	
1K130	PM: 19.97 Near Boulder Creek, about 1.1 miles south of SR 236/9 Junction								



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Projects in CONSTRUCTION								
	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Timeline	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Contractor	Comments & Updates to Commissioners
C7	Jarvis Slide Rock Fence 1K070	State Route: 17 PM: 8.2 Near Scotts Valley, 0.5 miles south of Sugarloaf Rd	Construct rock fence/barrier at Jarvis Slide to stabilize the slope	December 2022 - December 2023	C Cap: \$4.3 million Total: \$7.4 million SHOPP- Major Damage	Chad Stoehr	Gordon N. Ball, INC	Construction in progress. Nightly lane closures anticipated.
	Wildlife Habitat Crossing 1G260	State Route: 17 PM: 9.4 to 9.6 From 0.6 miles south of Laurel Rd to 0.25 miles north of Laurel Rd	Construct wildlife undercrossing	September 2021 - January 2024	C Cap: \$6.2 million Total: \$12 million SHOPP- for project development Local Contributions- for project construction	Chad Stoehr	Granite Rock Construction	Project will be complete once the Plant Establishment period is over later this Winter.
C9	Corralitos Creek ADA 1F620	State Route: 152 PM: 1.9 to R2 Near Watsonville, east of Beverly Dr to Holohan / College Rd	Construct Accessible Pathway, concrete barrier, retaining wall, curb gutter, and ADA standard sidewalk	December 2022 - January 2024	C Cap: \$1.5 million Total: \$7.5 million SHOPP- Mobility	Chad Stoehr	Bridgeway Civil Constructors, INC	Construction in progress. Traffic control in place with limited pedestrian access across Corralitos Creek bridge.



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Projects in CONSTRUCTION

C10	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Timeline	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Contractor	Comments & Updates to Commissioners
	Heartwood Hill Embankment Restoration 1M450	State Route: 236 PM: 5.4	Restore Embankment with a Retaining Wall	February 2023 – December 2024	C Cap: \$2.5 million Total: \$4.9 million SHOPP- Major Damage	Doug Hessing	GORDON N. BALL, INC	Expect one-way traffic control during construction.

Please continue to the next page for Projects in Development



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Projects in DEVELOPMENT								
	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Target (Contract Approval to Contract Acceptance)	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Phase (PID, PA&ED, PS&E, RW, Construction)	Comments & Updates to Commissioners
D1	Broadband Middle-Mile Network 1Q020	State Route: 1 & 17 PM: From SR-1 at Mission St to SR-17 at the Santa Clara County Line	Install broadband middle-mile fiber lines into the shoulder and/or outside lane when the shoulder is unable to fully accommodate the work. Construct a fiber hub location.	Winter 2023/24 – Summer 2025	California Department of Technology project & funds Caltrans assistance with implementation	Genaro Diaz	PA&ED	Much of this project is still fluid as it is based on directive and funds from the Office of the Governor. This project is planned to install conduit & fiber lines in the roadway shoulder or outer lane.
D2	Drainage Improvements 1K640	State Route: 1 PM: MON SR-1 PM 101.53 to SCR County Line / SCR PM 0 to R7.7 From 0.5 miles south of the Santa Cruz / Monterey County Line to 0.2 miles north of Larkin Valley Rd	Culvert repairs, improved lighting, new traffic monitoring systems, and construct maintenance vehicle pullouts.	Fall 2024 – Spring 2027	C Cap: \$5.9 million Total: \$12 million SHOPP- Drainage	Madilyn Jacobsen	PS&E/RW	The project completed the environmental phase (PA&ED) at the end of January 2023, and has begun its Plans, Specifications, & Estimates (PS&E) phase in February 2023. Project team working towards 95% design-anticipated in September 2023.



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Projects in DEVELOPMENT								
	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Target (Contract Approval to Contract Acceptance)	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Phase (PID, PA&ED, PS&E, RW, Construction)	Comments & Updates to Commissioners
D3	Inside Shoulder Widening 1P180	State Route: 1 PM: R5 to 8.2	Widen existing paved inside shoulder to improve vehicle drift recovery	Winter 2024-25 – Summer 2025	C Cap: \$4.5 million Total: \$8 million 010 Safety Funds	Chad Stoehr	RS&E/RW	The project has moved to the design and right of way phases (PS&E & RW). 60% Design anticipated to be reached by Fall 2023.
D4	Freedom to State Aux Lanes 0C734	State Route: 1 PM: 8.1 to 10.7	Construct auxiliary lanes between State Park Dr and Freedom Blvd at ramps. Construct bus-on-shoulder facilities, bridge replacements, and the Class 1 Rail Trail	Summer 2025 – Winter 2031-32	C Cap: \$165 million Total: \$221 million SCCRTC Project-Caltrans Lead for PA&ED	Madilyn Jacobsen	PA&ED	Circulation on the Draft Environmental Document concluded in June 2023 and the team is working towards the Final Environmental Clearance, anticipated in late 2023.
D5	Roadside Safety 1J962	State Route: 1 PM: 8.20 to 26 From 0.5 miles north of Larkin Valley Rd to Laguna Rd (North)	Drainage System Restoration; Paving at 40 ramps; Install lighting at interchanges and Install Transportation Management System (TMS) elements	Winter 2026-27 – Summer 2027	C Cap: \$9.9 million Total: \$19.3 million SHOPP- Drainage	Chad Stoehr	PS&E	This project completed the PA&ED phase in February 2023 and is beginning the PS&E (Design) Phase.



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Projects in DEVELOPMENT								
	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Target (Contract Approval to Contract Acceptance)	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Phase (PID, PA&ED, PS&E, RW, Construction)	Comments & Updates to Commissioners
D6	SR 1/9 Junction Lighting Project 1Q250	State Route: 1 PM: 17.46 to 17.66	Construct continuous lighting approaching the junction of SR 1 with SR 9 to improve intersection illuminance and uniformity and to enhance motorist and pedestrian safety.	Winter 2025-26 – Winter 2026-27	C Cap: \$1.6 million Total: \$3.5 million 010 Safety Funds	Chad Stoehr	PS&E/RW	This project completed the PA&ED phase in June 2023 and is beginning the PS&E (Design) Phase.
D7	Santa Cruz CAPM 1M110	State Route: 1 PM: 17.5 to 20.2 In & near the City of Santa Cruz from 0.06 miles south of SR-1/9 Junction to 0.09 miles north of the Mission St intersection	Grinding/ paving 2.7 miles of pavement, upgrading up to 89 curb ramps, guard rail upgrade, sign panel upgrade, loop detector replacement; enhanced crosswalks; pedestrian refuge islands; 2 new bus stop locations.	Fall 2026 – Fall 2027	C Cap: \$9.9 million Total: \$16.8 million SHOPP-Pavement IIJA Supplement	Madilyn Jacobsen	PA&ED	Environmental Clearance is anticipated in Spring 2024. The Community Engagement Plan is in development.



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Projects in DEVELOPMENT								
	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Target (Contract Approval to Contract Acceptance)	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Phase (PID, PA&ED, PS&E, RW, Construction)	Comments & Updates to Commissioners
D8	SR-9 South CAPM 1K890	State Route: 9 PM: 0.046 to 7.5 From 0.5 miles south of Irwin Way to 150 feet south of El Solyd Heights Dr	Pavement Preservation, Drainage, TMS, ADA, Sign Panel replacement and Stormwater Mitigation elements in Santa Cruz County on Route 9.	Spring 2027 – Summer 2029	C Cap: \$14.7 million Total: \$25 million SHOPP-Pavement Local Contribution pending coop agreement	Doug Hessing	PA&ED	Long lead project on schedule. Survey teams are processing their data. Environmental studies are ongoing.
D9	Felton Safety Improvements 1M400	State Route: 9 PM: 6.3 to 7.2 From Kirby St To the San Lorenzo Valley High School signaled intersection	Construct Accessible Pedestrian Path	Spring 2025 – Summer 2027	C Cap: \$5.8 million Total: \$17.6 million 010 Safety Funds	Doug Hessing	PS&E/RW	The project has reached the “60% Design” milestone and is now working towards the “95% Design” milestone , anticipated in Spring 2024.



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Projects in DEVELOPMENT								
	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Target (Contract Approval to Contract Acceptance)	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Phase (PID, PA&ED, PS&E, RW, Construction)	Comments & Updates to Commissioners
D10	Upper Drainage & Erosion Control Improvements 1G950	State Route: 9 PM: 8.5 to 25.5 In Boulder Creek from Holiday Ln, just south of Ben Lomond, to 4.7 miles north of the SR 236/9 Junction	Upgrade drainage and erosion control	Summer 2024 – Summer 2025	C Cap: \$7.2 million Total: \$14.4 million SHOPP- Sustainability / Climate Change	Chad Stoehr	PS&E/RW	The project continues in the Design and Right of Way phase. Project schedule has been delayed due to re-design, Right of Way, and permitting issues.
D11	San Lorenzo River Bridge & Kings Creek Bridge Replacement 1H470	State Route: 9 PM: 13.6 & 15.5 Near Boulder Creek, at the San Lorenzo River Bridge and at Kings Creek Bridge	Replace two bridges on State Route 9	Spring 2024 – Spring 2027	C Cap: \$14.7 million Total: \$25.9 million SHOPP- Bridge	Doug Hessing	PS&E/RW	The project is in the Right of Way phase. Work includes utility relocation coordination and associated easement requirements.



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Projects in DEVELOPMENT								
	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Target (Contract Approval to Contract Acceptance)	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Phase (PID, PA&ED, PS&E, RW, Construction)	Comments & Updates to Commissioners
D12	SR-9 North CAPM 1K900	State Route: 9 PM: 18.89 to 27.09 From 0.4 miles south of Saratoga Toll Rd to the Santa Cruz/San Mateo County Line	Pavement preservation strategies including but not limited to dig-outs, profile grinding, overlay, placing shoulder backing and dike. Reconstruct guardrail, rehabilitate or replace 6 culvert and replace 67 sign panels	Summer 2026 – Summer 2028	C Cap: \$7.5 million Total: \$12.8 million SHOPP-Pavement	Doug Hessing	PA&ED	PA&ED phase continues. Survey and environmental studies are ongoing.
D13	SR-17 Drainage Improvements 1K670	State Route: 17 PM: 0 to 12.5 At various locations within the project limits	Stormwater mitigation by replacing and restoring culverts and drainage systems	Fall 2027 – Fall 2029	C Cap: \$4.6 million Total: \$9.5 million SHOPP-Sustainability / Climate Change	Madilyn Jacobsen	PA&ED	Environmental technical studies are on-going. The Draft Environmental Document is being prepared for public review in Fall 2023. The environmental phase is anticipated to be completed in December 2023.



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Projects in DEVELOPMENT								
	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Target (Contract Approval to Contract Acceptance)	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Phase (PID, PA&ED, PS&E, RW, Construction)	Comments & Updates to Commissioners
D14	SR-17 High Friction Surface Treatment (HFST) 1M730	State Route: 17 PM: 3.2 to 11.27 At various locations from 0.2 miles south of Scotts Valley overcrossing to 1.6 miles south of the Summit Rd separation	Safety Construction includes HFST between the left/right edges of the travel way and cold plane removal of Open Grade Asphalt Concrete (OGAC) and replacement with Hot Mix Asphalt	Fall 2023 – Fall 2024	C Cap: \$6.9 million Total: \$8.6 million 010 Safety Fund	Chad Stoehr	PS&E/RW	Contract was awarded to Granite Rock Company on 8/14/2023, construction expected to begin in early Fall 2023.
D15	Replace Damaged Bridge Girder 1P280	State Route: 17 PM: 17.02 SR-17 northbound at the interchange bridge of SR-1 over SR-17.	Replace damaged bridge girder	Winter 2023-24 – Spring 2024	C Cap: \$1.25 million Total: \$3.8 million Minor A Program-Bridge Health	Chad Stoehr	PS&E/RW	Construction work may affect one or more lanes of traffic on both SR-17 and on SR-1.



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Projects in DEVELOPMENT								
	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Target (Contract Approval to Contract Acceptance)	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Phase (PID, PA&ED, PS&E, RW, Construction)	Comments & Updates to Commissioners
D16	SR-129 CAPM 1J830	State Route: 129 PM: 0.0 to 0.56 In and near Watsonville from the SR 1/129 junction to Salsipuedes Creek Bridge	Pavement Preservation, Lighting, Sign Panel Replacement and TMS Elements improvements	Winter 2024-25 – Fall 2025	C Cap: \$8.4 million Total: \$17.1 million SHOPP-Pavement	Madilyn Jacobsen	PS&E/RW	This project reached 60% Design in November 2022 and is working towards the 95% Design milestone, anticipated Fall 2023.
D17	SR-152 Rehabilitation Project 1P110	State Route: 152 PM: T0.31 to 4.14 In and near Watsonville, from the SR-1/152 junction to 0.5 miles east of Carlton Rd	Preserve pavement, rehabilitate or replace Salsipuedes Creek Bridge, replace culverts, rehabilitate traffic signals, upgrade curb ramps, reconstruct guardrail, replace sign panels, and complete streets elements including road diet, bike lanes, and curb extensions in various locations	Long-lead: 2031 – 2033	C Cap: \$28.3 million Total: \$44.7 million SHOPP-Complete Streets; Pavement	Madilyn Jacobsen	PID Complete-Candidate	The Project Initiation Document is complete for this project. This project is anticipated to be programmed into the 2024 SHOPP in Spring 2024.



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Projects in DEVELOPMENT								
	Project Name / EA ID	State Route / Post Mile (PM)	Description	Construction Target (Contract Approval to Contract Acceptance)	Construction Capital Cost, Total Project Cost, Fund Source	Project Manager	Phase (PID, PA&ED, PS&E, RW, Construction)	Comments & Updates to Commissioners
D18	Downtown Watsonville Pedestrian Safety Project 1Q150	State Route: 152 PM: T2.45 to T2.929 In Watsonville, between Freedom Blvd & Beck St	Construct curb extensions & high visibility crosswalks to enhance pedestrian safety	Winter 2026-27 – Summer 2029	C Cap: \$4.6 million Total: \$10.1 million 010 Safety Fund	Madilyn Jacobsen	PA&ED	The Project Initiation Report (PIR) was signed in March 2023. The PID was amended into the 2022 SHOPP cycle in May 2023. Preliminary design and environmental work have begun.

Please continue to the next page for Highway Maintenance (HM) Program pavement projects.



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Highway Maintenance (HM) Program Pavement Projects

HM Program is purely maintenance based and generally does not provide an opportunity for enhancing the State Highway System. This section is for informational purposes only. HM pavement projects are developed the first year and generally go to construction by the end of the second year. Construction activities are shorter-lived than typical Caltrans projects but announced via the same systems of News Releases.

	Project EA ID	State Route / Post Mile (PM)	Fiscal Year Listed (Design Year)	Construction Timeframe	Pavement Strategy to be Used	Communications
HM1	1Q480	State Route: 1 PM: R5 to 10.2 From 1 mile north of Buena Vista Dr's overcrossing of Hwy. 1 to just south of the northern rail overcrossing of Hwy. 1 in Aptos, CA	2023-24	Spring/Summer 2024	0.10' RBWC-G	Please see News Releases and Lane Closure Reporting System for any construction activities that may impact travelers.
HM2	1P730	State Route: 9 PM: 7.5 to 10.2 From just south of El Solyo Heights Dr to just north of Middle Dr	2023-24	Spring/Summer 2024	0.10' Cold Plane and RHMA-G	Please see News Releases and Lane Closure Reporting System for any construction activities that may impact travelers.



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ACRONYMS USED IN THIS REPORT:

ADA	Americans with Disabilities Act
CCA	Construction Contract Acceptance
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation Air Quality
CMIA	Corridor Mobility Improvement Account
CTC	California Transportation Commission
ED	Environmental Document
EIR	Environmental Impact Report
HFST	High Friction Surface Treatment
PM	Post Mile
RTL	Ready to List
SB1	Senate Bill 1, the Road Repair and Accountability Act of 2017

SCL	Santa Clara (County)
SCR	Santa Cruz (City or County)
SHOPP	State Highway Operation and Protection Program
SR	State Route
STIP	State Transportation Improvement Program
TMS	Traffic Management System

Project Phases

PID	Project Initiation Document
PA&ED	Project Approval and Environmental Document
PS&E	Plans, Specifications, and Estimates
RW	Right of Way
Construction	Construction... but as a phase title



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-Resources-

Communication:

For General Caltrans' Inquiries, or to be added to the Santa Cruz County News Release Distribution List:

Kevin Drabinski, Public Information Officer
Kevin.Drabinski@dot.ca.gov

For Region Specific Questions:

Paul Guirguis, Regional Planning Liaison – Santa Cruz County
Paul.Guirguis@dot.ca.gov

For Project Specific Questions or Partnering Opportunities:

Please reach out to the Project Manager listed, or to the Regional Planner above.

Requests:

To notify Caltrans of specific concerns regarding current roadway or facility conditions, please submit a customer service request through the following online portal: <https://csr.dot.ca.gov/>

Examples of Customer Service Requests:

Any of the following on the State's highway system:

- Streetlight issues
- Plant over-growth
- Damaged roadway
- Fallen trees on the roadway
- Other maintenance issues

For less specific concerns, please reach out to the Public Information Officer to be directed to the appropriate respondent



PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared for the Santa Cruz County Regional Transportation Commission's Board Meeting on:
September 7, 2023

Online Resources:

Caltrans CCTV Camera Map: <https://cwwp2.dot.ca.gov/vm/iframe.htm>

- Allows the public to see current conditions along the State Highway System

Caltrans Active Transportation Plans & Webmaps: <https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/active-transportation-and-complete-streets/caltrans-active-transportation-plans/>

- We are District 5
- Shows existing conditions of bicycle and pedestrian facilities along the State Highway System
- Includes prioritized segments and locations of bicycle and pedestrian needs

The Caltrans District 5 Office of Local Assistance: <https://dot.ca.gov/programs/local-assistance/>

- Includes links to many Federal and State funding opportunities
- Can help guide interested folks through the above-mentioned program requirements

The Official Caltrans District 5 Webpage: <https://dot.ca.gov/caltrans-near-me/district-5>

Mobile App/Caltrans Website: "Caltrans QuickMap"

- Available for free in the Apple App Store and Google Play Store
- Provides realtime conditions for the State Highway System
- Desktop Format: <https://quickmap.dot.ca.gov/>

Caltrans Lane Closures Reporting System: <https://lcswebreports.dot.ca.gov/>

- Provides a 7-day look-ahead for planned lane closures
- Does not include unanticipated emergency closures (see Quickmaps for in-the-moment roadway conditions)



PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared for the Santa Cruz County Regional Transportation Commission's Board Meeting on:
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The graphic features a large white speech bubble with the Caltrans logo and the text "FOLLOW US" in large bold letters, followed by "& let's connect". Below this, there are three teal horizontal bars, each with a social media icon and text: Facebook "Caltrans Central Coast (District 5)", Twitter "@CaltransD5", and Instagram "@caltrans_d5". At the bottom, a teal box lists public affairs contacts for District 5.

Caltrans
FOLLOW US
& let's connect

Caltrans Central Coast (District 5)

@CaltransD5

@caltrans_d5

Public Affairs Contact

Jim Shivers
PIO Chief
805-748-1170, Jim.Shivers@dot.ca.gov

Alexa Bertola
San Luis Obispo and Santa Barbara Counties
805-548-3237, Alexa.Bertola@dot.ca.gov

Heidi Crawford
San Benito County
805-835-6300, Heidi.Crawford@dot.ca.gov

Kevin Drabinski
Santa Cruz and Monterey Counties
805-548-3138, Kevin.Drabinski@dot.ca.gov

AGENDA: September 7, 2023

TO: Regional Transportation Commission (RTC)

FROM: Grace Blakeslee, Senior Transportation Planner

RE: Coastal Rail Trail Segment 5 Maintenance Agreements

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC):

1. Adopt a resolution (Attachment 1)
 - a. Authorizing the Executive Director to enter into a Cooperative Agreement with the County of Santa Cruz to perform trail maintenance for the Monterey Bay Scenic Sanctuary Trail (MBSST) Segment 5 project for a five-year term (Attachment 1: Exhibit A) and commit to programming future Measure D-Active Transportation funds to the Segment 5 project for the five-year agreement term;
 - b. Authorizing the Executive Director to enter into a Maintenance Agreement with the California Department of Transportation (Caltrans) assigning RTC responsibility for maintenance of MBSST Segment 5 parking lots located within Caltrans right-of-way (Attachment 1: Exhibit B);
 2. Receive information about projected trail maintenance needs and Measure D- Active Transportation category funding and provide input on options for programming funds for trail maintenance in the Measure D Strategic Implementation Plan update;
 3. Continue to prudently program funding for corridor and trail maintenance responsibilities on a yearly basis, as part of the Measure D – Five Year Program of Projects;
 4. Seek additional funding sources for Segments 13-20 & 11-Phase 2 construction, which could include combined rail and trail funding, and for trail maintenance.
-

BACKGROUND

In 2016, Santa Cruz County voters approved Measure D, which designates 17% of revenues for the Active Transportation (AT) category for the Monterey Bay Sanctuary Scenic Trail Network (MBSST)/Coastal Rail Trail. Measure D- Active Transportation category eligible expenses include trail

construction, trail operations and management, as well as maintenance and drainage in the corridor. With Measure D being used to leverage grants and other funds, over eighteen miles of the 32-miles of Coastal Rail Trail could potentially be constructed by FY28/29.

In May 2022, the Commission considered options for Measure D 5-Year Plans and authorized funding potential full funding plans (dependent on grant applications) for MBSST segments 5, 7, 8-9, 10-11, and 12. There was considerable discussion on the need for debt financing to ensure sufficient cash flow, the remaining capacity of the 30-year measure, and the on-going cost and responsibility for maintenance of trail sections. The Commission directed staff to return with more information on maintenance cost and responsibilities.

In October 2022, RTC staff provided information to the RTC regarding Measure D- AT category capacity and trail maintenance costs. The Commission directed staff to require that maintenance agreements be in place, prior to advertising for construction bids. Staff was further directed to negotiate maintenance agreements with local jurisdictions and joint responsibilities for seeking funding.

There are still approximately 14 miles of Coastal Rail Trail (MBSST segments 6, 7-Phase 3, 11-Phase 2, 13-17, 18-Phase 2, & 19-20) that have not begun pre-construction project development. Environmental review for Segments 11-Phase 2 (Capitola Trestle) and 13-20 (Rio del Mar to Pajaro Station) is contemplated as part of the Zero Emission Passenger Rail and Trail Project, pending available funding. In November 2022, RTC programmed \$350,000 in Measure D-AT funding to advance these segments through the rail and trail concept report. RTC will need to consider programming future Measure D -AT funding to further develop and construct these segments. A map showing the status of Coastal Rail Trail Projects is [here](#).

In May 2023, RTC approved entering into funding agreements with Federal Highway Administration Federal Lands Access Program (FLAP) to accept grant funding for the North Coast Rail Trail from Wilder Ranch State Park to Davenport (Phases 1 & 2) and funding for construction of a connection from the Coastal Rail Trail on the coastal side of Highway 1 to Cotoni Coast Dairies National Monument on the inland side of Highway 1 (Phase 3). The total cost estimate for the combined North Coast Rail Trail Phase 1-3 is \$51.4 million

DISCUSSION

Segment 5 Maintenance Agreement

Segment 5 of the Monterey Bay Sanctuary Scenic Trail (MBSST) recently completed 100% project design and is scheduled to break ground as soon as Spring 2024 , with an estimated two-year construction period. Construction of Segment 5 will provide a 7.5-mile dedicated bicycle and pedestrian facility between Wilder Ranch and Davenport (Attachment 2: North Coast Rail Trail Fact Sheet).

Once Segment 5 is constructed and open to the public, there are costs associated with trail maintenance. As the project sponsor and per RTC's funding agreement with the Federal Land Access Program, RTC is responsible for maintenance and operations of Segment 5 and the Davenport and Yellowbank/Panther Beach parking lots constructed as part of the project. The project is in the unincorporated area of Santa Cruz County and RTC staff has been in conversations with the County of Santa Cruz Parks and Recreation Department and County of Santa Cruz Public Works Department regarding performing the required trail and parking lot maintenance on behalf of the RTC.

RTC and the County of Santa Cruz staff estimate annual maintenance cost to be approximately \$260,000 per year for the 7.5 miles of trail and two parking lots included in the Segment 5 project. Maintenance includes regular sweeping, vegetation management, litter removal, monthly trail inspections, trash receptacle dumping, graffiti removal, encampment clean up, and comfort station servicing, as well as repairs of signage, fences, bike racks, and benches as needed. This cost estimate does not include preventative pavement maintenance, which is generally needed between 11-20+ years after trail operation commences. Full pavement rehabilitation will likely not be needed until after the expiration of the Measure D 30-year sales tax in 2047.

RTC and the County of Santa Cruz staff prepared a Draft Segment 5 Maintenance agreement whereby the County of Santa Cruz would perform maintenance activities as described in the North Coast Rail Trail Maintenance and Operations Plan (Attachment 1: Exhibit A) for a period of five-years after the trail is open for public use. The Draft Segment 5 Maintenance agreement stipulates that the RTC would fund most of the Trail Maintenance and Operations Plan costs, up to the amounts shown in the latest approved Measure D Five-Year Plan programmed. The County of Santa Cruz would fund graffiti and litter removal, which is approximately 20% of the expected full annual trail maintenance cost. The approved Measure D 5-year plan programs funds to maintain the Segment 5 trail and parking lot for the three-year period of FY24/25-FY26/27. RTC staff plans to recommend shifting the Segment 5 trail maintenance funding out one year to match the expected date of trail opening as part of the next Measure D 5-year plan update.

The total estimated cost of the Draft Segment 5 Maintenance Agreement for a 5-year term is approximately \$1.3 million, with Measure D-AT contributing up to \$1M.

The trail maintenance agreements between RTC and the City of Santa Cruz and City of Watsonville specify that the local agency as the project sponsor, not RTC, is responsible for trail maintenance. The term of the agreements with the City of Santa Cruz is indefinite and the term of the agreement with the City of Watsonville is 30 years. Both cities agreed to fund 50% of the anticipated maintenance costs up to the annual programmed amount in the latest approved Measure D 5-Year Plan. Unlike the development of the projects in the two cities, RTC sponsored, implemented, and is constructing the Segment 5 project and County of Santa Cruz staff indicated that it does not have funding available to pay for half the cost to maintain the trail. RTC and County of Santa Cruz staff have negotiated a draft agreement whereby RTC provides 80% of the estimated funding and the County of Santa Cruz provides 20% of the funding for maintenance activities. County of Santa Cruz staff has also requested an initial five-year agreement term. RTC staff recommends the 5-year agreement, so the project can move forward to construction while a long-term sustainable funding plan for the remaining trail corridor project development and maintenance is developed.

Segment 5 Caltrans Parking Lot Maintenance Agreement

The MBSST Segment 5 project includes construction of parking lots at Davenport and Yellowbank/Panther Beach. Portions of each of the parking lots are within Caltrans right-of-way. Caltrans requires a project specific maintenance agreement specifying RTC maintenance responsibilities within Caltrans right-of-way (Attachment 1: Exhibit B). Once the MBSST Segment 5 project is constructed, RTC, in coordination with the County of Santa Cruz, will need to obtain an encroachment permit prior to entering Caltrans right-of-way and conducting maintenance. Caltrans will not issue the permits without a maintenance agreement in place.

Measure D- Active Transportation Category Funding

The Measure D- AT category is expected to generate approximately \$178 million dollars in tax revenues over the life of Measure D (2017 through FY46/47). As to not oversubscribe the Measure D- AT category long term, RTC should consider commitments to fund trail maintenance, in addition to potential cost increases on trail projects under development, funds needed to implement additional trail segments, and future corridor maintenance.

Current Trail Maintenance Costs

As part of prior Measure D 5-year program updates, RTC programmed Measure D-AT funding for trail maintenance to segments that are complete

or are expected to be complete during the Measure D 5-year program period. Approximately \$1 million in Measure D funds is currently programmed for trail maintenance through FY26/27. These funds are programmed to Segment 5 and portions of the trail within the City of Santa Cruz and City of Watsonville.

Corridor Maintenance and Oversight

As provided for in the Measure D Ordinance, RTC also uses Measure D-Active Transportation category funds for corridor maintenance, encroachments, planning and oversight. Staff estimates annual corridor maintenance costs at approximately \$1.3 million (2023\$) and includes vegetation control, trash abatement, and corridor drainage. Through the life of Measure D, corridor maintenance costs are estimated at **\$46 million** when escalated annually by 3.5% per year through 2047.

Table 1 shows Measure D Active Transportation category capacity based on current programmed amounts and anticipated corridor maintenance cost over the life of Measure D (FY27/28). RTC has modeled cash flow and assumed the minimum financing needed of \$19.5M in FY25/26 based on current project schedules. Based on that model, the remaining capacity would start to become available starting in FY28-29 and would then start to accumulate over the remaining 18 years of Measure D.

Measure D- Active Transportation Category (in millions)	
Projected Revenues*	\$197.5
Trail Planning, Oversight & Project Delivery (Approved Measure D Plan – Programmed through FY26/27) **	(\$49.0)
Trail Maintenance (Approved Measure D Plan -Programmed through FY26/27)	(\$1.0)
Corridor Maintenance (Programed through FY26/27 & Estimated through FY46/47)	(\$46.0)
Debt Service	(\$33.3)
Remaining Capacity	\$68.3

* Assumes \$19.5 million in borrowing in FY 25/26

** Includes RTC staff oversight and related planning studies.

Trail Segments 13-20

While over 18 miles of Coastal Rail Trail are advancing towards construction or completed, pre-construction project development work has not yet been advanced on 14 miles of Coastal Rail Trail. Staff has planning level estimates for the remaining trail sections and recommends more advanced engineering to determine the estimated cost to complete the remaining 14 miles of Coastal Rail Trail. Based on current estimates a minimum of **\$65 million in**

local funding is needed to leverage state and federal funds. This amount assumes a minimum 20% local grant match.

Future Trail Maintenance Needs

The long-term cost of trail maintenance significantly reduces the remaining capacity of the Measure D- AT category. Staff estimated the long-term trail maintenance costs to the RTC, assuming that the 50/50 cost sharing with the cities of Santa Cruz and Watsonville and the 80/20 cost sharing with the County of Santa Cruz will continue for trail segments in their respective jurisdictions. RTC's assumed trail maintenance costs for the 18 miles of trail segments that are either completed, advancing through pre-construction, or in construction (Segments 5 and 7-12) is estimated at approximately \$20 million over the life of Measure D. RTC's assumed trail maintenance cost increases to an estimated **\$30 million** if Segments 13-20 are constructed and available for public use between 2030 and 2035.

Table 2 shows Measure D- Active Transportation category capacity based on current programmed amounts, anticipated corridor maintenance costs and potential future Measure D -AT trail maintenance expenses.

Measure D- Active Transportation Category (in millions) including Potential Future Trail Maintenance Expenses	
Projected Revenues*	\$197.5
Trail Planning, Oversight & Project Delivery (Approved Measure D Plan – Programmed through FY26/27) **	(\$49.0)
Trail Maintenance (Approved Measure D Plan -Programmed through FY26/27 & Estimated through FY46/47))	(\$30.0)
Corridor Maintenance (Programed through FY26/27 & Estimated through FY46/47)	(\$46.0)
Debt Service	(\$33.3)
Remaining Capacity	\$38.3

* Assumes \$19.5 million in borrowing in FY 25/26

** Includes RTC staff oversight and related planning studies.

*** Assumes 50/50 cost share with City of Santa Cruz and City of Watsonville and 80/20 cost share with County of Santa Cruz and RTC for the trail segments in their respective jurisdictions over the life of Measure D.

The estimates above indicate that the Measure D -AT category, although currently not over-subscribed, will ultimately not be able to develop and maintain the remaining trail segments, without additional funding or a change in strategy for cooperative funding and maintenance agreements. Nonetheless, a maintenance agreement is one of the last remaining milestones needed to be able to advertise the Segment 5 project for construction and staff is recommending a 5-year maintenance agreement term.

Staff recommends that RTC adopt a resolution (Attachment 1) authorizing the Executive Director to enter into a Maintenance Agreement with the County of Santa Cruz to perform trail maintenance for the MBSST Segment 5 project for a five-year term (Attachment 1: Exhibit A), commit to programming future Measure D-Active Transportation funds to Segment 5 project maintenance for a five-year agreement term and using the 80/20 cost split mentioned above, and to enter into a Maintenance Agreement with the California Department of Transportation (Caltrans) assigning RTC responsibility for maintenance of MBSST Segment 5 parking lots located within Caltrans right-of-way (Attachment 1: Exhibit B).

Staff also recommends that RTC receive information about projected trail maintenance needs and Measure D- Active Transportation category funding, provide input on options for programming funds for trail maintenance in the Measure D Strategic Implementation Plan updates, continue to prudently program funding for corridor and trail maintenance responsibilities on a yearly basis as part of the Measure D 5-Year Program of Projects, and seek additional local funding sources for Segment 13-20 trail construction and maintenance, which could include a combined rail and trail funding approach.

FISCAL IMPACT

Measure D currently generates approximately \$4 million per year in revenue for the Measure D- Active Transportation category. The Measure D 5-year program of projects show how the RTC anticipates investing funds for regional investment categories in the near term. With anticipated debt finance to cover short-term construction match costs, there is sufficient Measure D funds for all the projects currently advancing through preconstruction activities. However, staff estimates that there is insufficient Measure D capacity to fund construction and maintenance of remaining trail segments, without additional local funding.

SUMMARY

In 2016 a super-majority of Santa Cruz County voters approved Measure D, a 30-year ½-cent sales tax which provides funding for development of the Monterey Bay Sanctuary Scenic Trail/Coastal Rail Trail. Over eighteen miles of the 32 miles of Coastal Rail Trail are expected to be open to the public by FY28/29. Once Segment 5 is constructed, there are costs associated with trail maintenance. Staff recommends that RTC authorize the Executive Director to enter into maintenance agreements with the County of Santa Cruz and Caltrans for MBSST Segment 5 trail and parking lot maintenance for a five-year term. Staff also recommends that the RTC provide input on options for programming Measure D funds for trail maintenance through 2047.

Attachments:

1. Resolution
 - A. Exhibit A: Draft Segment 5 Maintenance Agreement including Trail Maintenance and Operations Plan
 - B. Exhibit B: Caltrans Maintenance Agreement
2. North Coast Rail Trail Fact Sheet

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RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 9, 2023
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO
MAINTENANCE AGREEMENTS WITH THE COUNTY OF SANTA CRUZ AND
CALTRANS FOR MONTEREY BAY SANCTUARY SCENIC SEGMENT 5 PROJECT
TRAIL AND PARKING LOT MAINTENANCE

WHEREAS, to address immense transportation needs and severe transportation funding shortfalls, Santa Cruz County voters approved Measure D in November 2016 by over a 2/3 majority; and,

WHEREAS, Measure D is a ½-cent transactions and use tax for 30 years to fund five transportation improvement categories; and,

WHEREAS, 17% of Measure D revenues are distributed to the measure D-Active Transportation category and can be used for trail construction, trail operations and management, as well as maintenance and drainage of the corridor; and,

WHEREAS, Over eighteen miles of the 32-miles of Coastal Rail Trail are expected to be open to the public by FY27/28; and,

WHEREAS, Segment 5 recently completed 100% project design and is scheduled to break ground in January 2024 or January 2025, with an estimated two-year construction period and there will be costs associated with maintenance once the trail is open to the public; and,

WHEREAS, RTC desire a Segment 5 Maintenance agreement (Exhibit A) whereby the County of Santa Cruz would perform maintenance activities as described in the North Coast Rail Trail Maintenance and Operations Plan for a period of five-years after trail operation commences; and,

WHEREAS, the MBSST Segment 5 project includes construction of two parking lots, portions of each of the parking lots are within Caltrans right-of-way and Caltrans requires a project specific maintenance agreement specifying RTC maintenance responsibilities of improvements within Caltrans right-of-way (Exhibit B).

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

1. Authorize the Executive Director to negotiate and enter into a Segment 5 Maintenance Agreement (Exhibit A), for a period of 5-years not to exceed the approved annual Measure D 5-year plan programmed amounts for Segment 5 Trail Maintenance and commit to programming future Measure D-Active Transportation funds to Segment 5 project maintenance for the five-year agreement term; and,
2. Authorize the Executive Director to negotiate and enter into a Segment 5 Project Maintenance Agreement (Exhibit B) with Caltrans assigning RTC responsibility for maintenance of MBSST Segment 5 parking lots located within Caltrans right-of-way.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Manu Koenig, Chair

ATTEST:

Guy Preston, Secretary

Exhibit A: Draft Segment 5 Maintenance Agreement with County

Exhibit B: Draft Segment 5 Maintenance Agreement with Caltrans

Distribution: RTC Fiscal, RTC Programming, Project Sponsors

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REGIONAL MONTEREY BAY SANCTUARY SCENIC TRAIL
SEGMENT 5
AGREEMENT – MAINTENANCE & OPERATIONS

Agreement #

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

RECITALS

1. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
2. PARTIES are authorized to enter into a cooperative agreement for work on the Santa Cruz Branch Rail Line, hereinafter as RAIL LINE.
3. All obligations and responsibilities assigned in this AGREEMENT to complete the maintenance work will be referred to hereinafter as WORK.
4. RTC purchased from Union Pacific Railroad and now owns that certain real property identified as RAIL LINE right-of-way for preservation, continuation of freight and recreational rail service, implementation of additional recreational rail service, potential future passenger rail service and construction of a bicycle and pedestrian trail.
5. RTC secured the services of St. Paul & Pacific Railroad, LLC (RAILWAY), a subsidiary of Progressive Rail, Inc., for the purpose of maintaining and providing recreational and freight rail services on a FREIGHT EASEMENT of 10 feet from the centerline of any track on the RAIL LINE and entered into an Administration, Coordination and License Agreement (ACL), dated July 16, 2018, with RAILWAY, and the ACL is incorporated herein by this reference.
6. All references to the ACL herein shall refer to the most current ACL and amendments available at the time of the WORK.

7. RTC produced and adopted the Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan, as revised on February 6, 2014, and certified the MBSST Network Master Plan Final Environmental Impact Report (EIR) on November 7, 2013, which includes construction of a multi-use trail along the RAIL LINE right-of-way and is incorporated herein by this reference; and the MBSST Network Master Plan identifies operations and maintenance guidelines.
8. All references to the MBSST Network Master Plan herein shall refer to the most current MBSST Network Master Plan and amendments available.
9. RTC has entered into a Remedial Action Agreement (RAA) for the RAIL LINE right-of-way with the County of Santa Cruz Environmental Health Division (CSCEHD) which assigns CSCEHD the role as regulatory oversight agency for characterization and potential remedial action under Sections 101480 through 101490 of the California Health and Safety Code, and the RAA is incorporated by this reference dated June 13, 2017.
10. A Post-Construction Site Environmental Management Plan has been developed for Segment 5 of the MBSST that provides details on responsibilities associated with annual inspections and maintaining the integrity of any protective cap to prevent exposure to any soil contaminants.
11. RTC has entered into an Operating Agreement with the State of California Department of Parks and Recreation (California State Parks) on August 26, 2021 to provide access for RTC to develop, operate, control and maintain portions of the Segment 5 of the MBSST of the coastal rail trail on Wilder Ranch State Park.
12. RTC will be the owner of any and all trail improvements built as part of Segment 5 of the MBSST.
13. The RTC approves the Measure D five-year Program of Projects on an annual basis, which includes amounts for maintenance of the MBSST; and
14. The following work associated with this trail segment has been completed or is in progress:
 - PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT
 - PLANS SPECIFICATIONS & ESTIMATE
 - RIGHT-OF-WAY

RESPONSIBILITIES

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

Maintenance Work Description

16. The RTC shall be responsible for maintenance and operations of Segment 5 of the MBSST, and portions of the project included in the RTC-State Parks Operating Agreement dated August 26, 2021, or as amended. COUNTY's WORK shall be limited to only the areas and amenities as specified in Exhibit A and its WORK shall not be expanded to repair, remedy or cure any defects or conditions attributable to RAILWAY, RTC or other third party,
17. The COUNTY agrees to perform the maintenance and operations for the Segment 5 of the MBSST on behalf of the RTC as described in the Trail Operations and Maintenance Plan, Exhibit B attached hereto and incorporated herein, and defined in this AGREEMENT as WORK, unless otherwise specified in this AGREEMENT.
18. RTC agrees to conduct structures inspections and to maintain structures within the WORK area. Structures include walls, slope protection, and overpasses.
19. RTC agrees to perform maintenance on drainage structures, including but not limited to clearing obstructions and to maintain reinforced soil slopes.
20. RTC agrees to obtain environmental permits that may be required to conduct trail maintenance activities, which may include, but not limited to, environmental permits required for vegetation removal.
21. COUNTY may avail itself of any and all legal remedies, including the right to seek reimbursement, from any third-party responsible for causing damage or contributing to the defective condition of items for which COUNTY has agreed to maintain.

22. COUNTY has the discretion to prioritize and limit its maintenance duties and costs related to this WORK based on the amounts shown in the latest approved Measure D Five-Year Plan and due to other budgetary constraints. The COUNTY shall notify the RTC of any budgetary constraints that will impact WORK and coordinate with the RTC to identify priority maintenance activities that can be completed within and to not exceed the latest approved Measure D Five-Year Plan funding for the WORK. Notwithstanding, the COUNTY's discretion to prioritize its maintenance duties provided above, the COUNTY remains fully obligated, to the extent permitted by law, to defend, indemnify, and hold harmless RTC, its officials, officers, employees, and agents from any claims, damages, or liability relating to the COUNTY's performance or non-performance of all of the maintenance duties specified in this Maintenance Section, except to the extent such claims, damages, or liability stems from RTC's negligent or wrongful acts or omissions.

Term

23. The COUNTY agrees to perform trail maintenance and operations for a five-year period following the completion and acceptance of the PROJECT as determined by RTC and stated in writing to the COUNTY.

Protective Cap

24. A protective cap will be installed as part of the PROJECT for mitigation of soil contaminants that were detected above background and/or screening levels. As part of the deed restriction on Segment 5 of the MBSST, an annual inspection is required to document cap integrity and confirm that the cap has not been removed, damaged or penetrated. The COUNTY will perform the annual inspection and submit the inspection report and documentation of the cost of performing the inspection to CSCEHD and RTC as part of the maintenance and operations obligations completed by the COUNTY on behalf of the RTC in accordance with the requirements specified in the Segment 5 Post-Construction Site Environmental Management Plan and described in Exhibit B.
25. The COUNTY will notify RTC and CSCEHD of any planned work in the maintenance area that will cause disturbance of soil below the protective cap and comply with the requirements in the Segment 5 Post-Construction Site Environmental Management Plan.

Indemnification by Subcontractors

26. Any PARTY employing consultants, contractors and subcontractors to perform WORK shall require consultants, contractors and subcontractors to defend and indemnify the other PARTY, RAILWAY, and each of their respective officials, officers, employees and agents, from any claims demands and liability arising from such WORK to the fullest extent allowed by applicable law.
27. COUNTY shall exercise due care to avoid damage to all rail infrastructure including but not limited to rails, ties, signal equipment, drainage facilities, ballast, and fencing. COUNTY shall not drive or store any equipment, machinery, vehicle, or materials on or within four (4) feet of the nearest rail, unless at a designated concrete maintenance rail crossing. If the infrastructure or other features are damaged by reason of the COUNTY operations, the objects or other features shall be replaced or restored at COUNTY expense to a condition as good as when the COUNTY entered upon the start of work.

Funding

28. COUNTY will conduct WORK activities as described in the Trail Operations and Maintenance Plan, Exhibit B at locations shown in Exhibit A.
29. The RTC shall fund up to 100% of actual expenditures to implement Exhibit B at the locations and for amenities identified on Exhibit A up to the amounts shown in the latest approved Measure D Five-Year Plan programmed to the WORK on an actual cost basis per invoice except for the cost associated with graffiti and litter removal. Only WORK listed in Exhibit B completed at locations and associated with amenities identified on Exhibit A are eligible expenditures of Measure D Five-Year Plan funds programmed to the WORK unless agreed to by PARTIES approved by RTC in writing. Annual cost estimates for WORK are included in Exhibit C for reference, but actual expenditures by task may vary.
30. Use of Measure D revenues are subject to all conditions set forth in the Measure D Ordinance, Expenditure Plan, fund agreements, guidelines, and policies, which are incorporated herein by this reference. Unused funds are subject to re-programming in subsequent 5-year plan cycles.
31. PARTIES will not be reimbursed for costs beyond the amounts shown in the latest approved Measure D Five-Year Plan and programmed to the WORK in this AGREEMENT.

32. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the Measure D Five -Year Plan funds programmed to the WORK. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

Invoicing and Payment

33. Invoices will be submitted at least quarterly for the prior quarter's expenditures.
34. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice.
35. COUNTY will invoice RTC on an actual cost basis up to the amounts programmed in the latest Measure D Five-Year Plan for activities described in the Exhibit B.
36. Direct costs associated with the delivery of programs and projects associated with Measure D funds including direct staff costs and consultant costs, are eligible uses of Measure D funds. RTC does not allow indirect costs, unless the COUNTY submits for RTC approval, an independently audited and approved Indirect Cost Allocation Plan (ICAP). This may include, but not be limited to, the ICAP prepared for other state or federal programs.
37. RTC shall have the ability to audit expenditures and invoices claimed by COUNTY under this AGREEMENT to ensure compliance with this AGREEMENT and the Measure D Ordinance and Expenditure Plan. RTC shall provide at least a 30-day notice to COUNTY prior to conducting an audit.
38. COUNTY shall set up and maintain an appropriate system of accounts to report on Measure D regional funds received.
- a. COUNTY must account for Measure D regional funds separately for each program or project, and from any other funds received from the RTC.
 - b. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for Measure D funds and the respective usage and application of said funds.
 - c. RTC and its representatives, agents and nominees shall have the absolute right at any reasonable time to inspect and copy any accounting records related to such funds following a 30-day notice, except to the extent specifically prohibited by applicable law.

Measure D Requirements

39. Prior to the RTC allocating Measure D Active Transportation/MBSST funding to any projects or programs, projects must first be approved by the RTC governing board following a public hearing. This approval allows the opportunity for the public to provide input on planning for Measure D-funded projects.
40. COUNTY shall, by December 31st of each year, submit to RTC an annual report (covering the prior fiscal year) regarding programs and projects on which COUNTY expended Measure D Active Transportation Program funds on the PROJECT. Expenditures of Measure D Trail funds shall be consistent with the RTC-approved 5-year program of projects. RTC shall include expenditure information into a consolidated annual report and financial statements prepared by the RTC for Measure D Trail funds.
41. COUNTY shall document expenditure activities and report on the performance of Measure D funded activities through the annual report process, or through other RTC performance and reporting processes as they may be requested, including but not limited to the annual Five-Year Program of Projects, planning and monitoring reports. RTC shall utilize information from COUNTY on expenditures to prepare a comprehensive report to the public on the expenditure of Measure D revenues.
42. COUNTY shall install Measure D signage on vehicles used in the performance of WORK so Santa Cruz County taxpayers are informed as to how Measure D funds are being used.
43. COUNTY and RTC shall provide current and accurate information on RTC's website, to inform the public about how RTC and COUNTY plans to use and are using Measure D funds.

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

Additional Provisions

Standards

45. PARTIES will comply with all applicable federal and California laws, regulations, and standards during performance of the WORK; Federal Highway Administration (FHWA) standards (when federal funds are used); California Department of Transportation (CALTRANS) standards (based on American Association of State highway and Transportation Officials (AASHTO) standards); American Railway Engineering and Maintenance of Way Association (AREMA) Standards for railroad facilities or facilities affecting railroads; and, RTC Standards. RTC Standards are:
- Monterey Bay Sanctuary Scenic Trail Network 2013 Master Plan
46. RTC shall provide COUNTY with all applicable documents constituting RTC Standards applicable to performance of the WORK during the Term of this AGREEMENT.

Right of Entry

47. SCCRTC grants permission to COUNTY, its contractors, subcontractors, officers, agents and employees, and others acting under its or their authority, to enter and perform maintenance activities within the RAIL LINE right-of-way as described in Exhibit B at locations and for amenities described in Exhibit A, attached hereto and incorporated herein, and for no other purposes, unless this AGREEMENT is modified by the mutual written agreement of the PARTIES hereto. Any other work within the RAIL LINE right-of-way shall require an additional right of entry agreement by and between the PARTIES. COUNTY agrees to complete RTC's required online rail safety course. .
48. COUNTY 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 RAILWAY to avoid interference with its rights. If RAILWAY requires COUNTY to have a Right of Entry agreement, 30-45 days may be needed for RAILWAY to process this request.

Insurance

49. During the full term of this right of entry, COUNTY shall maintain, at its sole cost and expense, insurance coverage as detailed in Exhibit D, Insurance Requirements, attached hereto and incorporated herein. COUNTY shall provide required certificates of insurance to RTC prior to commencing the WORK under this AGREEMENT.

Qualifications

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

Encroachments

51. RTC, in coordination with the COUNTY, will prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

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

Hazardous Materials

53. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the WORK or not.
54. HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the WORK.
55. The management activities related to HM1 and HM2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM1 MANAGEMENT and HM2 MANAGEMENT respectively.
56. If HM1 or HM2 is found the discovering PARTY will immediately notify all other PARTIES.
57. RTC, independent of the PROJECT, is responsible for any HM1 found within the existing RAIL LINE right-of-way. RTC will undertake, or cause to be undertaken, HM1 MANAGEMENT with minimum impact to the WORK.
58. RTC will pay, or cause to be paid, the cost of HM1 MANAGEMENT for HM1 found within the existing RAIL LINE right-of-way with funds that are independent of the funds obligated in this AGREEMENT.
59. If HM1 is found within the Segment 5 limits and outside the existing RAIL LINE right-of-way, responsibility for such HM1 rests with the owner(s) of the parcel(s) on which the HM1 is found. RTC in concert with the local agency having land use jurisdiction, will ensure that HM1 MANAGEMENT is undertaken with minimum impact to WORK.

60. The cost of HM1 MANAGEMENT for HM1 found within the PROJECT limits and outside the existing RAIL LINE right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
61. The PARTY that disturbs HM-2 material is responsible for HM2 MANAGEMENT during performance of that WORK.
62. The cost of HM2 MANAGEMENT for HM2 found within the Segment 5 limits will be paid from funds designated for the WORK necessary to complete the WORK that disturbs the HM-2 hazardous material.
63. COUNTY shall not engage in any activity on or about the RAIL LINE right-of-way that violates any Federal, State or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials, and shall promptly, at COUNTY's expense, take all investigatory and/or remedial action required or ordered for clean-up of any contamination of the RAIL LINE right-of-way or the elements surrounding the same created, released, or exacerbated by COUNTY. COUNTY shall indemnify and hold SCCRTC, its agents and employees harmless from any and all costs, claims, expenses, penalties and attorney's fees arising out of any matter within the purview of this paragraph, including, but not limited to, the investigation, remediation and abatement of any contamination therein involved. No termination, cancellation or release agreement entered into by RTC and COUNTY shall release COUNTY from its obligations under this paragraph, unless said release agreement expressly sets forth RTC's intention to release COUNTY.

Claims

64. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT.
65. A PARTY may settle any claim related to this AGREEMENT without the consent of the other PARTIES, so long as (i) such settlement results in a full and complete release of that claim at no cost to the other PARTIES, (ii) the settlement does not accept or acknowledge liability or fault on behalf of the non-settling PARTIES, and (iii) the settlement does not impose any immediate, ongoing, or future obligations on non-settling PARTIES. In all other cases, no PARTY shall settle any claim without the written consent of the other PARTIES to this AGREEMENT.

Accounting and Audits

66. PARTIES will maintain and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred WORK costs and billings.
67. PARTIES will maintain and make available to each other all WORK- related documents, including financial data, during the term of this AGREEMENT.
68. PARTIES will retain all WORK- related records for three (3) years after the WORK has been performed.
69. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.
70. RTC, COUNTY, or any other funding agency, including its consultants or agents, shall have access to all WORK- related records of each PARTY for audit, examination, excerpt, or transcription.
71. The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK- related records needed for the audit.
72. The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.
73. Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the audit findings.
74. Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.
75. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Caltrans Local Assistance Procedures Manual, including but not limited to Chapter 10.

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

GENERAL CONDITIONS

Independent Agreement

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

Integration

78. This AGREEMENT is the final expression of the agreement between the PARTIES related to the WORK, and shall supersede any understanding or promise, whether written or oral, pertaining to the WORK. The requirements of this AGREEMENT shall take precedence over any conflicting requirements in any documents that are made an express part of this AGREEMENT. Any addition, variation or modification to this AGREEMENT shall be void and ineffective unless made in writing and signed by the parties hereto.

Severability

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

Amendment

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

Survival of Provisions After Termination

81. All indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect after termination of this AGREEMENT unless modified in writing by mutual agreement of the PARTIES or expiration by the statute of limitations.

No Real Property Interest

82. It is expressly understood that this AGREEMENT is non-possessory and does not in any way grant or convey any permanent easement, lease, fee or other interest in the RAIL LINE right-of-way to COUNTY.

Governing Law; Venue

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

Indemnification

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

85. RTC, to the extent permitted by law, will defend, indemnify, and hold harmless COUNTY, its officials, officers, employees, and agents from any claims, damages, or liability relating to the inspection of the soil cap except to the extent such claims, damages, or liability stems from the COUNTY's negligent or wrongful acts or omissions. COUNTY, to the extent permitted by law, will defend, indemnify, and hold harmless RTC, its officials, officers, employees, and agents from any claims, damages, or liability relating to the inspection of the soil cap except to the extent such claims, damages, or liability stems from the RTC's negligent or wrongful acts or omissions.
86. Neither COUNTY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by RTC, its contractors, sub-contractors, and/or its agents under or in connection with any WORK, authority, or jurisdiction conferred upon RTC under this AGREEMENT. It is understood and agreed that RTC, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by RTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

87. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
88. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without the express written consent of the other PARTY formalized in a written amendment to this AGREEMENT.

Ambiguity and Performance

89. The PARTIES mutually represent and warrant that they have each had the opportunity to be represented by counsel of their choice in negotiating this AGREEMENT, and therefore this AGREEMENT shall be deemed to have been negotiated and prepared at the joint request, direction and construction of the PARTIES, at arm's length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms without favor to either PARTY, and no presumption or burden of proof shall arise favoring or disfavoring either PARTY by virtue of the authorship of any of the provisions of this AGREEMENT. Headings are provided in this AGREEMENT for the convenience of the PARTIES only and shall not be used to interpret the provisions of this AGREEMENT.
90. A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
91. A delay or omission by a PARTY to exercise a right or power due to a default shall not negate that the PARTY's ability to use of that right or power in the future.

Defaults

92. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate the dispute resolution procedure described herein. If such default constitutes a breach of a material term of this AGREEMENT, the non-defaulting PARTY, may exercise the right to terminate the AGREEMENT for cause pursuant to Section 96 below.

Termination

93. Notwithstanding any other provision of this AGREEMENT, this AGREEMENT may be terminated prior to completion of the WORK in accordance with the provisions below:
- a. Termination for Cause.*

If the breaching PARTY fails to commence a cure of the breach of a material term of this AGREEMENT in a manner acceptable to the non-breaching PARTY or fails to provide a plan to cure the material breach in a manner acceptable to the non-breaching PARTY within ten (10) days' notice of such material breach by the non-breaching PARTY, then the non-breaching PARTY may immediately terminate or suspend this AGREEMENT for cause.

b. Condition of Right of Way Upon Termination

If this AGREEMENT is terminated prior to end of the term pursuant to the Termination for Cause section above, then the COUNTY at the time of termination will be responsible for restoring the maintenance and management area and amenities defined in Exhibit B to a safe and operable condition acceptable to RTC.

Dispute Resolution

94. PARTIES will first attempt to resolve AGREEMENT disputes at the project team level. If they cannot resolve the dispute themselves, the RTC Executive Director and the Director of Parks and Recreation of COUNTY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, the PARTIES legal counsel will engage in non-binding mediation, using a mediator mutually acceptable to all PARTIES. PARTIES agree to participate in mediation in good faith and the costs of mediation will be apportioned equally between them.
95. Neither the dispute nor the mediation process shall relieve PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT.
96. No PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.
97. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Attorneys' Fees

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

Independent Agencies

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

Prevailing Wage

100. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.
101. Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.
102. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.
103. When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works if federal funds are being used. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

Payment of Expenses

104. COUNTY shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against RAIL LINE right-of-way for any work done or materials furnished thereon at the instance or request or on behalf of the RTC. COUNTY shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of RAILWAY and/or RAIL LINE facilities, to prevent the same from becoming a charge or lien upon any property of RTC, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of RAILWAY and/or RAIL LINE. Where such tax, charge, or assessment may not be separately made or assessed to COUNTY but shall be included in the assessment of the property of RTC, then COUNTY shall pay to RTC an equitable proportion of such taxes determined by the value of COUNTY's property upon RAIL LINE right-of-way as compared with the entire value of such property.

Notice

RTC

Grace Blakeslee, Senior Transportation Planner

1101 Pacific Avenue, Suite 250

Santa Cruz, CA 95060-3911

Office Phone: 831-460-3219

Email: gblakeslee@sccrtc.org

COUNTY

Rob Tidmore

979 17th Avenue

Santa Cruz, CA 95062

Office Phone: 831-454-7947

Email: Robert.tidmore@santacruzcounty.us

SIGNATURES

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

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

This Agreement has been executed as of the _____ day of _____, 20_____.

COUNTY OF SANTA CRUZ	SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:
Name: Jeff Gaffney Title: Director of Parks, Open Space and Cultural Services Date:	Name: Guy Preston Title: Executive Director Date:
Name: Matt Machado Title: Deputy CAO/Director of Community Development and Infrastructure Date:	
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Name: <u>[Insert]</u> Title: <u>[Insert]</u> Date:	Name: Steve Mattas Title: General Counsel to SCCRTC Date:
APPROVED AS TO RISK:	APPROVED AS TO RISK:
Name: Enrique Sahagun Title: Risk Manager Date:	Name: Yesenia Parra Title: Administrative Officer Date:

EXHIBIT A

WORK Area

Includes:

Trail Footprint & Amenities

Parking Lot Footprint & Amenities

Signage & Sign Locations

EXHIBIT B

WORK Description: North Coast Rail Trail Maintenance and Operations Plan

North Coast Rail Trail Operations & Maintenance Plan

Background

The North Coast Rail Trail is Segment 5 of the Monterey Bay Sanctuary Scenic Trail and is a 7.5-mile multi-use paved path with striping and unpaved shoulders, and parking improvements along the scenic North Coast in Santa Cruz County between Wilder Ranch and Davenport. The project includes new parking lots in Davenport and at Panther/Yellowbank Beach, improved access to the parking lot at Bonny Doon Beach, and a pedestrian crossing of Highway 1 in Davenport and a bicycle and pedestrian overpass of Highway 1 at Yellowbank Creek. The North Coast Rail Trail was developed by the Santa Cruz County Regional Transportation Commission (SCCRTC), in coordination with the Federal Highway Administration Central Federal Lands Division, the County of Santa Cruz and many stakeholders and members of the public.

Introduction

Proper maintenance and operations of the North Coast Rail Trail is important for providing a safe and productive use of the trail, protecting the investment of public funds, and limiting impacts on neighboring property owners, land uses and natural resources. Maintenance and operations of the North Coast Rail Trail is the responsibility of the SCCRTC. SCCRTC expects to contract with the County of Santa Cruz Parks Department and Public Works Department, or State Parks to fulfill some or all of its obligations to complete maintenance and to oversee the operations of the North Coast Rail Trail.

Trail Operations

- Trail will be accessible daily with no trail or parking lot closures, except for temporary closures when any maintenance activities are occurring that could be unsafe for the general public, or for emergency closures as detailed below.
- Trail uses are limited to walking and bicycling, including electric bicycles traveling < 20 mph, and authorized vehicles. Maintenance vehicles are considered authorized vehicles.
- Patrolling of the trail will occur as part of routine maintenance to survey the trail for negative impacts associated with human activity.
- Patrolling of the trail will occur to watch for and report suspicious, nuisance or illegal activity to the County Sheriff, State Parks and the Trail Manager.
- Incidents and issues that do not involve enforcement on the trail will be responded to between 8am-5pm hours by a Trail Manager and reported to the County Sheriff's Office as necessary. Incidents and issues involving enforcement on the trail between 8am – 5pm will be responded to by County Sheriff's Office. After hours, the County Sheriff's Office should be contacted to report incidents and issues.
- Emergency trail closures will occur if trail hazards are present, including, but not limited to wildland fire near the trail or pipeline rupture.

Trail Maintenance

Ongoing maintenance duties include but are not limited to:

- Sweeping and clearing of leaves, sand, mud, and sediment from trail and parking lots
- Sweeping and clearing sediment and rock from farmer crossings of trail and rest areas
- Vegetation management including, but not limited to, mowing, edging and tree pruning
- Litter removal from designated trash and recycling receptacles
- Litter and debris removal along the trail
- Graffiti removal from trail and amenities including, but not limited to trash and recycling receptacles, wayfinding signage, regulation notices, interpretive signage, restrooms, pavement, fences, benches, trees or other surface types
- Clearing and maintenance of drainage structures and ditches
- Inspection and maintenance of trail structures (overpasses, reinforced soil slopes, walls)
- Encampment clean up
- Restroom maintenance including, but not limited to, cleaning, supply restocking and vault toilet clearing
- Inspection and clearing of drainage structures including culverts and ditches

As needed maintenance activities include, but are not limited to:

- Repair of potholes, cracking, and spot erosion
- Pavement marking including retaping and painting of crossings, and trail center lines
- Signage repair and replacement
- Fence repair
- Bench and bike rack repair

In addition, an annual inspection of the protective cap for soil contamination and completion of annual report submitted to EHS will be completed (Exhibit A). Monthly trail inspections will also be scheduled to ensure maintenance needs are identified and addressed (Exhibit B) .

Maintenance Schedules

Trail system maintenance begins immediately following construction and is an on-going aspect of operations. This section discusses the typical frequency of maintenance activities that will protect the SCCRTC's trail system investment (see Table 1: Trail Maintenance Activities and Frequencies).

Maintenance activities will be coordinated as to minimize impacts to trail users.

-NEXT PAGE-

Attachment 1- Exhibit A

Table 1: Trail Maintenance Activities and Frequencies

NORTH COAST RAIL TRAIL (SEGMENT 5 MBSST) MAINTENANCE COST ESTIMATE	Years 0-4 Annual Cost Per Mile (in 2023 dollars)	Frequency
Trail and Trailhead Surface & Infrastructure		
Sweep Trail (Remove leaves and mud)	\$1,682	4x per year
Sweeping Parking Lots (Davneport and Yellowbank/Panther Beach)	\$178	4x per year
Sand Removal	\$293	3x weekly during rainy season, or as needed
Sweep Farmer Crossings of Trail	\$3,569	annual
Protective Soil Cap Inspection	\$90	
Pavement marking	NA: Years 0-4	every 10 years or as needed
Repair Potholes, Cracking, Spot Erosion	NA: Years 0-4	every 10 years or as needed
Structures Inspections	NA: Years 0-4	annual
Vegetation Management		
Mowing/Edging/Tree pruning	\$2,200	2xs per year
Vegetation management	\$440	2xs per year
Trailside Amenities		
Sign	\$275	as needed
Fence	\$3,098	as needed
Benches	NA: Years 0-4	as needed
Bike Racks	NA: Years 0-4	as needed
General Maintenance		
Monthly Trail Inspections and Reporting	\$540	3xs weekly or as needed
Litter removal	\$5,019	3xs weekly or as needed
Trash receptacle dumping	\$7,528	3xs weekly or as needed
Graffiti removal	\$2,509	3xs weekly or as needed
Homeless Encampment Clean Up	\$4,400	3xs weekly or as needed
Comfort Station	\$2,677	3xs weekly or as needed

Trail Closures

Trail and parking lot users will need to be managed during temporary closures. The public will be informed regarding the trail closure and every effort will be made to keep the closure period as short as possible. “Trail Closed” signs with a contact number for information will be posted when the trail is closed. Detour signs will be provided where trail users can reasonably be detoured to nearby trails. If no reasonable alternate routes are available, the Trail should have an “End Trail” sign.

Pesticide Notification

Notices of application of pesticides will be permanently posted to notify trail users of the potential use of pesticides on adjacent farmland. The notices will include: list of pesticides that are most likely to impact public health and a link to the National Pesticide Information Center (<http://npic.orst.edu/>)

Emergency Access

The trail shall be cleared and maintained in a manner that ensures that emergency (police and fire) vehicles have access to the trail. Emergency access for safety, security, or maintenance purposes will be provided on the trail. Emergency response will be coordinated as needed between SCCRTC, County Parks, State Parks, County Sheriff’s Office, and Fire Departments. The initial responding party will notify the other departments as needed. If removable bollards are installed all appropriate police and fire personnel shall have the keys for access.

Natural Resource Protection

The north coast of Santa Cruz County is home to numerous natural resources, some of which are identified as sensitive species by state and federal laws. In locations where fencing is not located along the trail, the monthly trail inspections will include inspection and recording, including photos and location, of vegetation trampling adjacent to the trail. Signs, indicated the area is closed, will be posted as needed to prevent disturbance to natural resources adjacent to the trail.

Trail Manager

The Trail Manager will be responsible for implementing the North Coast Operations and Maintenance Plan and maintaining the facilities along the Project corridor. Responsibilities include, but aren’t limited to: maintaining proper signage; managing the maintenance and remediation of any hazards that become present along the trail; ensuring safe conditions along the trail, and ensuring that trash and materials along the trail are disposed of in a timely and proper manner and completing monthly trail inspections. The Trail Manager is also responsible for reporting suspicious activities to local law enforcement when the trail is not being used in accordance with established trail uses. The Trail Manager may the appropriate partner agencies to ensure safe trail operations and law enforcement. A list of resources is included in Exhibit C: North Coast Rail Trail Operations and Maintenance Partner Agency Contact Information.

LAND USE COVENANT
ANNUAL INSPECTION FORM (Year: _____)

Site Name: Santa Cruz Rail Trail Segment 5 Date of inspection: _____
Site Address: Wilder Ranch State Park to Davenport Inspector: _____
Representing: _____

This inspection report is presented to satisfy land use restriction requirements established within a site-specific, *Covenant to Restrict* (dated _____). Specifically, inspection and reporting requirements require that authorized representatives:

- 1) Conduct an annual inspection of the Property verifying compliance with this Covenant; and
- 2) Provide written notification of the deed restriction conditions to new tenants/owners
- 3) Maintain inspection/tenant notification records until this environmental covenant has been released by the County of Santa Cruz Environmental Health Division (Environmental Health).
- 4) Document and report any damage and/or penetrations of the protective cap to Environmental Health and provide recommendations to restore to previous conditions.

I. Observations: The following observations were made during a site walk-thorough completed on _____.

1. *Have there been any changes, damage, penetrations, soil exposed, or other compromises to the protective cap area(s)?*
☐ Yes ☐ No (if yes, provide photo documentation sheet if possible)
2. *Is there any evidence of repairs/improvements to the protective cap areas since the previous inspection?*
☐ Yes ☐ No (if yes, provide photo documentation sheet if possible)
3. *Are there any plans for site improvements within the next year that may penetrate the protective cap area(s)?*
☐ Yes ☐ No

If there are any “yes” responses to questions 1 through 3, describe the circumstances and notify Environmental Health within 30 days:

Response:

II. Non-Compliance Repairs: If there are any areas of non-compliance, describe what steps (and the schedule) that will be taken to correct and to return to compliance with the *Land Use Covenant*:

Response:

ANNUAL INSPECTION FORM

Santa Cruz Rail Trail Segment 7

Conclusions: The protective cap areas remain in good condition and appear to continue to satisfy the purpose of reducing the potential for on-site user, worker, or visitor direct exposure contact with residual soil contamination.

☐ **Yes** ☐ **No**

(If the protective cap has been compromised, the property owner is required to notify Environmental Health within 30 days.)

Inspected By:	_____	_____
	Signature	Printed Name
	_____	_____
	Title	Company

Date: _____

Exhibit B: Trail Inspection Form*

Trail Manager:

Date:

	Location	Condition	Notes
Debris on Trail			
Trail Surface/Edge Condition			
Erosion			
Vegetation Overgrowth			
Vegetation Trampling			
Signage			
Fencing			
Dog Waste			
Homeless Encampment			

*Note: Trail Inspection Form may be modified in the future to be compatible with Lucity or other County maintenance management system, with concurrence by the RTC.

Exhibit C: North Coast Rail Trail Operations and Maintenance Partner Agency Contact Information

List of personnel with keys to locked gates and bollards;

- County Parks and Recreation – Monday to Friday 8am - 5pm: 831-454-7901
- SCCRTC- Monday to Friday 8am-5pm 831-460-3200
- State Parks- #

List of locked access points and how they are locked;

- Pad Locks on gates adjacent to Shark Fin Cover, coastal access .4 miles north of Bonny Doon Road, 4-mile Beach, 3- mile Beach

Daytime and nighttime contact information for trail managers;

- County Parks and Recreation – Monday to Friday 8am - 5pm: 831-454-7901
- Sherrif non-emergency number 831-471-1121

Contact information for any local or state or violation information, including local law enforcement, fire and other first responders, both emergency and nonemergency contacts;

- CA Department of Fish and Wildlife (poaching, unlicensed fishing)-Californians Turn in Poachers and Polluters1 888 334-CALTIP (888 334-2258)
- Animal control or shelters (loose or lost pets).
- Santa Cruz County Animal Services Authority- 831-454-7227

Railroad property issues:

- SCCRTC- Monday to Friday 8am-5pm 831-460-3200

Agricultural Operations in Project Area:

- Jacobs Farm (adjacent to Wilder Ranch Parking Area)- #
- Rodoni Farms (near Wilder Ranch Parking Area and 3-Mile Beach)- 831-212-6778
- Sunset Farms (near 4-Mile Beach and south Scaroni Rd)- 831-246-0688
- Central Properties LLC (north of north Scaroni Rd)- 805 895 0963

Attachment 1-Exhibit A

Exhibit C: Work Cost Estimate

NORTH COAST RAIL TRAIL (SEGMENT 5 MBSST) MAINTENANCE COST ESTIMATE	Years 0-4 Annual Cost Per Mile (in 2023 dollars)	Frequency
Trail and Trailhead Surface & Infrastructure		
Sweep Trail (Remove leaves and mud)	\$1,682	4x per year
Sweeping Parking Lots (Davneport and Yellowbank/Panther Beach)	\$178	4x per year
Sand Removal	\$293	3x weekly during rainy season, or as needed
Sweep Farmer Crossings of Trail	\$3,569	annual
Protective Soil Cap Inspection	\$90	
Pavement marking	NA: Years 0-4	every 10 years or as needed
Repair Potholes, Cracking, Spot Erosion	NA: Years 0-4	every 10 years or as needed
Structures Inspections	NA: Years 0-4	annual
Vegetation Management		
Mowing/Edging/Tree pruning	\$2,200	2xs per year
Vegetation management	\$440	2xs per year
Trailside Amenities		
Sign	\$275	as needed
Fence	\$3,098	as needed
Benches	NA: Years 0-4	as needed
Bike Racks	NA: Years 0-4	as needed
General Maintenance		
Monthly Trail Inspections and Reporting	\$540	3xs weekly or as needed
Litter removal	\$5,019	3xs weekly or as needed
Trash receptacle dumping	\$7,528	3xs weekly or as needed
Graffiti removal	\$2,509	3xs weekly or as needed
Homeless Encampment Clean Up	\$4,400	3xs weekly or as needed
Comfort Station	\$2,677	3xs weekly or as needed
TOTAL COST PER MILE	\$34,498	
Cost per Mile paid by COUNTY (Litter and graffiti removal)	\$7,528	
Cost per Mile reimbursable by RTC (All cost except litter and graffiti removal)	\$26,970	
OTHER		
One time cost- Purchase of dedicated Parks maintenance vehicle for North Coast Rail Trail	\$40,000	
One time cost- Right of Entry from Rail Operator	\$1,500	
TOTAL ANNUAL MAINTENANCE COST ESTIMATE	\$258,735	
TOTAL Segment 5 Annual Maintenance Cost Estimate paid by County of Santa Cruz	\$56,460.94	
TOTAL Segment 5 Annual Maintenance Cost Estimate paid by SCCRTC	\$202,274.10	
TOTAL Segment 5 Annual Maintenance Cost Estimate paid by SCCRTC for Year One	\$243,774.10	

EXHIBIT D

INSURANCE REQUIREMENTS

1. **INSURANCE.** COUNTY, at its sole cost and expense, for the full term of this Right of Entry (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 SCCRTC and any insurance or self-insurance maintained by SCCRTC shall be excess of COUNTY'S insurance coverage and shall not contribute to it.

If COUNTY utilizes one or more subcontractors in the performance of work pursuant to this Right of Entry, COUNTY shall obtain and maintain Independent Contractor's Insurance as to each subcontractor, or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of COUNTY in this Right of Entry, unless LICENSEE and SCCRTC both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This insurance coverage shall not be required if the COUNTY has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of COUNTY vehicles used in the performance of this Right of Entry, including owned, non-owned (e.g. owned by COUNTY employees), leased or hired vehicles, and a Motor Carrier Act Endorsement for hazardous materials clean up (MCS-90) in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the COUNTY is not a material part of performance of this Right of Entry and COUNTY]and SCCRTC both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$2,000,000 for each occurrence or claim and an aggregate limit of at least \$4,000,000, including coverage for: (a) bodily injury and death, (b) personal injury, (c) broad form property damage, (d) contractual liability, (e) fire legal liability, (f) products and completed operations and (g) cross-liability.

(4) Railroad Protective Liability Insurance in the minimum limit of \$2,000,000 per occurrence and \$4,000,000 in the aggregate, or Comprehensive or Commercial General Liability Insurance coverage that does not exclude work within fifty (50) feet of a railroad track and with the same minimum coverage. This insurance coverage shall not be required by the SCCRTC if initialed here _____.

(5) Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. If the COUNTY] maintains broader coverage and/or

RTC-COUNTY Cooperative Agreement Segment 5 Maintenance

higher limits than the minimums shown above, SCCRTC requires and shall be entitled to the broader coverage and/or the higher limits maintained by COUNTY]. Policy should include coverage for completed operations for 10 years or the term matching statute of limitations. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SCCRTC.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, LICENSEE must furnish to SCCRTC evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

(6) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit if, and only if, this Subparagraph is initialed by COUNTY] and SCCRTC

____ / ____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Right of Entry is provided on a "Claims Made" rather than "Occurrence" form COUNTY] agrees to maintain the required coverage for a period of three (3) years after the expiration of this Right of Entry (hereinafter "post Right of Entry coverage") and any extensions thereof. COUNTY] may maintain the required post Right of Entry coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Right of Entry coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Right of Entry. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Right of Entry in order to purchase prior acts or tail coverage for post Right of Entry coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following:

"The Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Right of Entry with the SCCRTC of Santa Cruz."

"St. Paul & Pacific Railway, Progressive Rail, their officials, employees, agents and volunteers are added as additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Right of Entry with the SCCRTC of Santa Cruz."

(3) Any exclusions for railroads (except where the job site is more than fifty feet from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. If Railroad Protective Liability Insurance is provided, this statement does not apply.

(4) The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by COUNTY pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

(5) Subrogation against SCCRTC, St. Paul & Pacific Railway, Progressive Rail shall be waived.

(6) If Licensee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

(7) 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 has been given to:

**Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060-3911**

(8) COUNTY agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide SCCRTC on or before the effective date of this Right of Entry, at least ten (10) days in advance of the work, with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

**Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060-3911**

(9) If LICENSEE or subcontractor fail to procure and maintain insurance required, SCCRTC may elect to do so at the cost of LICENSEE or subcontractor, plus a 25% administrative fee.

(10) The fact that insurance is obtained by COUNTY, or subcontractor or SCCRTC on behalf of LICENSEE or subcontractor shall not be deemed to release or diminish the liability of COUNTY or subcontractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by SCCRTC shall not be limited by the amount of the required insurance coverage.

(11) COUNTY] shall disclose to and obtain the approval of SCCRTC for the self-insured retentions and deductibles before entering the Property pursuant to this Agreement. Further, if the COUNTY]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.

PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the Santa Cruz County Regional Transportation Commission ; hereinafter referred to as "SCCRTC"; and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. Encroachment Permit Number _____ was executed between SCCRTC and STATE on _____ to construct parking lots and associated features on State Route (SR) 1, hereinafter referred to as "PROJECT";
2. In accordance with said agreement, it was agreed by PARTIES that prior to or upon PROJECT completion, SCCRTC and STATE will enter into a Maintenance Agreement; and
3. The PARTIES hereto mutually desire to identify the maintenance responsibilities of SCCRTC for the improvements of PROJECT constructed within the STATE right of way under the Encroachment Permit Number _____.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. Exhibit A consists of plan drawings that delineate and describe the areas within STATE right of way which are the responsibility of the SCCRTC to maintain in accordance with this Agreement.
2. If there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A by a mutual written execution of the exhibit.
3. SCCRTC must obtain the necessary Encroachment Permits from STATE's District 5 Encroachment Permit Office prior to entering STATE right of way to perform SCCRTC maintenance responsibilities. This permit will be issued at no cost to SCCRTC.
4. PARKING LOT AND ASSOCIATED FEATURES – SCCRTC is responsible for the maintenance of the parking lot, drainage, landscaping and irrigation, sidewalk,

cable railing, signs and striping, and all associated features beyond the edge of shoulder of State Route 1 excluding the Rectangular Rapid Flashing Beacon (RRFB) and guardrail. The Parties agree that SCCRTC may provide such maintenance services itself or through a third party contractor retained by SCCRTC.

4.1. SCCRTC shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the Location(s) shown in Exhibit A, subject to applicable State and Federal law.

4.2. Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations in shown in Exhibits A and B.

5. SCCRTC shall engage in weed abatement operations and shall control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the STATE's Landscape Specialist, Maintenance Support, Caltrans District 5 Office, 50 Higuera St., San Luis Obispo, CA 93401.

6. LOCAL AGENCY's graffiti removal shall be limited to removal of text only in accordance with Streets and Highway Code Section 96. Any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements may not be removed. LOCAL AGENCY shall discuss such possible art with STATE's District 5 Transportation Art Coordinator before conducting any graffiti removal or remediation.

7. LEGAL RELATIONS AND RESPONSIBILITIES

7.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

7.2. Neither SCCRTC nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless SCCRTC and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse

condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

7.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SCCRTC under or in connection with any work, authority or jurisdiction conferred upon SCCRTC under this Agreement. It is understood and agreed that SCCRTC shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by SCCRTC under this Agreement.

8. PREVAILING WAGES:

8.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. SCCRTC must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. SCCRTC agrees to include prevailing wage requirements in its contracts for public works. Work performed by SCCRTC's own forces is exempt from the Labor Code's Prevailing Wage requirements.

8.2. Requirements in Subcontracts - SCCRTC shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in SCCRTC's contracts.

7. INSURANCE - SCCRTC and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

8. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause. SCCRTC's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

9. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 9 above.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

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

THE SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
SCCRTC Commission Chair

Initiated and Approved

By: _____
SCCRTC Executive Director

By: _____
Deputy District Director
Maintenance District 5

ATTEST:

By: _____
SCCRTC Secretary

By: _____
SCCRTC Counsel

EXHIBIT "A"

(Plan map identifying the applicable STATE Route and SCCRTC road and facilities)

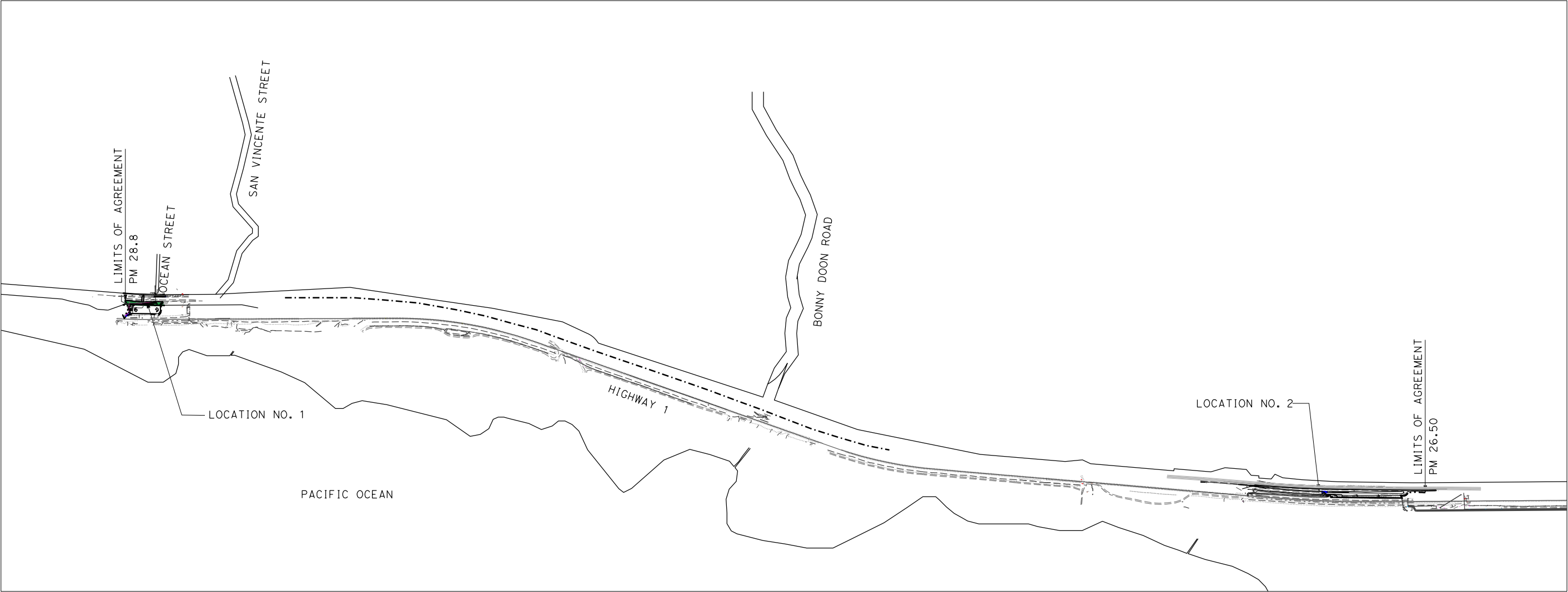
INDEX OF PLANS

SHEET No.	DESCRIPTION
1	TITLE AND VICINITY MAP
2	LOCATION 1 - DAVENPORT
3	LOCATION 2 - YELLOWBANK

PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH SCCRTC
ON STATE ROUTE 1 FROM PM 26.5 TO 28.8

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	SCR	1	26.5/28.8	1	3

EXHIBIT A



VICINITY MAP

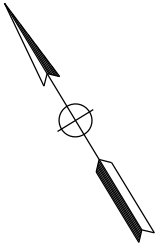
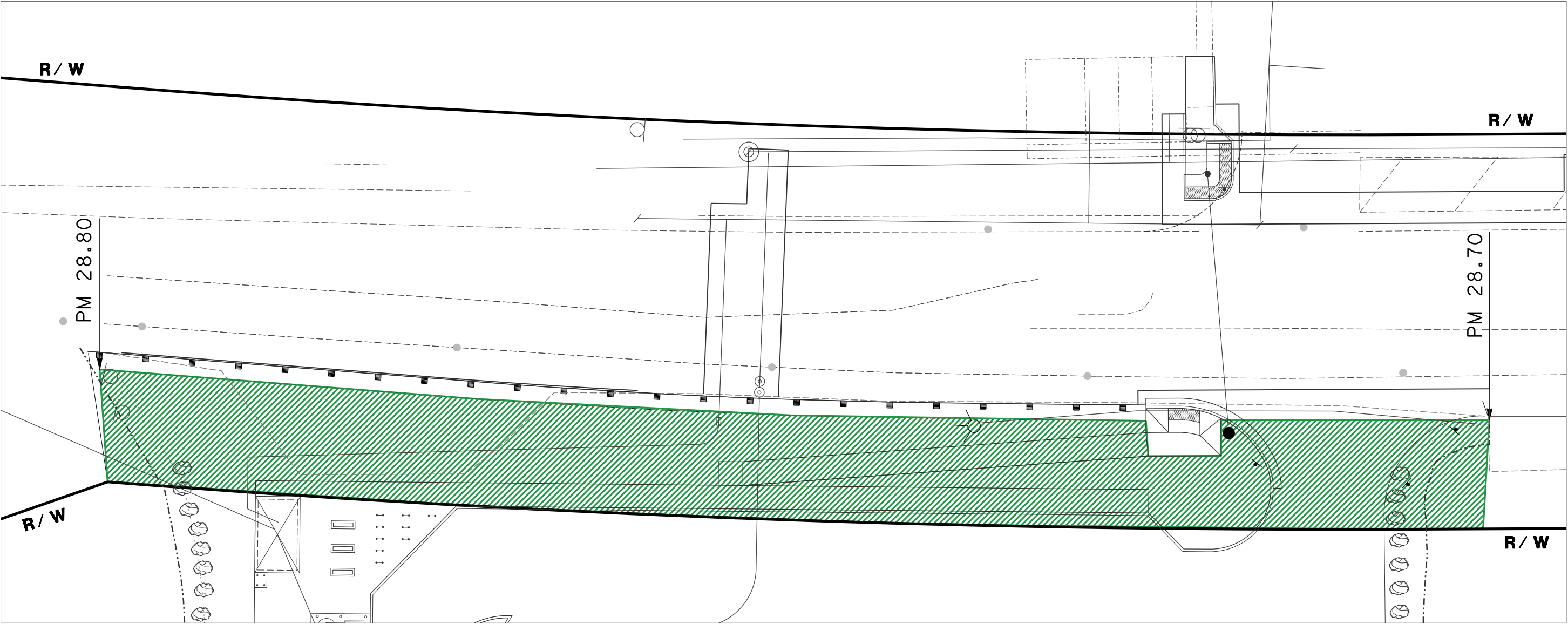
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	SCR	1	26.5/28.8	2	3

LEGEND:

- AREA MAINTAINED BY SCCRTC
- CALTRANS RIGHT OF WAY

PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH SCCRTC

EXHIBIT A



LOCATION 1
DAVENPORT PARKING AREA

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEET
05	SCR	1	26.5/28.8	3	3

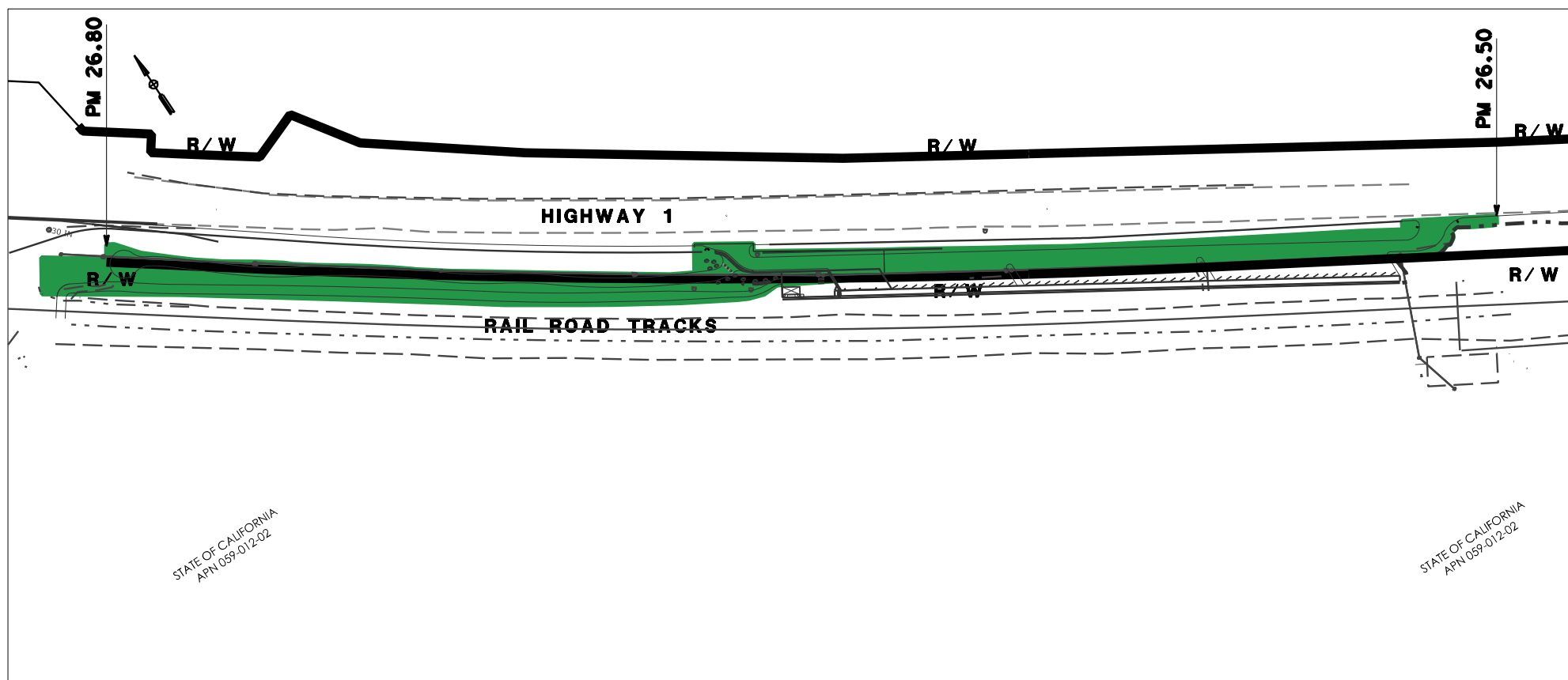
LEGEND:

AREA MAINTAINED BY SCCRTC

CALTRANS RIGHT OF WAY

PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH SCCRTC

EXHIBIT A



LOCATION 2
YELLOWBANK



PROJECT FACT SHEET

Updated May 2023

Active Transportation: Coastal Rail Trail Segment 5

Project Description

The North Coast Rail Trail (Coastal Rail Trail Segment 5 as defined in the Monterey Bay Sanctuary Scenic Trail {MBSST} Network Master Plan) proposes to construct 7.5 miles of the MBSST's rail trail spine between Wilder Ranch and Davenport. Segment 5 would be a new multi-use paved path with striping and unpaved shoulders, and parking improvements along the scenic North Coast in Santa Cruz County.

The goals of this project are to provide an accessible bicycle and pedestrian path adjacent to the rail right-of-way for active transportation, recreation, coastal viewshed appreciation, and environmental/cultural education along the existing rail corridor, consistent with the MBSST Network Master Plan. When constructed, this project will be one portion of the planned 32-mile Coastal Rail Trail network that traverses the entire coastline of Santa Cruz County.

Segment 5 is divided into three phases. Phase I covers 5.4 miles from Wilder Ranch to Panther/Yellowbank Beach. Phase II spans 2.1 miles from Panther/Yellowbank Beach to Davenport and includes new parking lots in Davenport and at Panther/Yellowbank Beach, improved access to the parking lot at Bonny Doon Beach, and a pedestrian crossing in Davenport. Phase III includes construction of the Cotoni Coast Dairies Highway 1 overpass that connects the Coastal Rail Trail on the coastal side of Highway 1 to Cotoni Coast Dairies National Monument on the inland side of Highway 1.

*** Please note that the North Coast Rail Trail is still in the design phase and is not open to the public. Members of the public should not enter the right-of-way until the RTC announces that construction of the trail has been completed and the trail is open for public use.**



Project Highlights

- ▶ ADA-accessible trail that maximizes ocean views and scenic coastal vistas along historical and agricultural landscapes
- ▶ 7.5-mile continuous paved bicycle and pedestrian trail connecting Wilder Ranch to Davenport
- ▶ Provides car-free alternative access to numerous beaches and recreational facilities along the coast
- ▶ Links to existing and future trails (such as Wilder Ranch, Cotoni Coast Dairies National Monument, San Vicente Redwoods, etc.) creating bicycle and pedestrian access from the City of Santa Cruz to Davenport
- ▶ Safety and mobility improvements along a scenic portion of the County adjacent to Highway 1
- ▶ Improves parking lots and adds restrooms at Davenport and Yellowbank/Panther Beaches
- ▶ Improves pedestrian crossing of Highway 1 in the town of Davenport
- ▶ Provides new dedicated bicycle and pedestrian connection from the Coastal Rail Trail to Cotoni Coast Dairies National Monument

Project Delivery Strategy

In partnership with the Federal Highway Administration (FHWA) - Central Federal Lands (CFL), the RTC is leading project delivery for the North Coast Rail Trail (Segment 5). The RTC is leading state environmental review and CFL is leading federal environmental clearance. CFL will lead construction. The project (Phases I, II & III) is fully funded through a combination of Federal Land Access Program funds, Measure D- Active Transportation funds, and funding provided by the Land Trust of Santa Cruz County and the California Coastal Conservancy.



Active Transportation: Coastal Rail Trail Segment 5

Project Schedule

Phase I and Phase II state and federal environmental review was completed in 2019 and 2021. Phase I and Phase II final design and permitting are scheduled to be complete in 2023 and construction funding is programmed for 2024. Phase III is scheduled to complete environmental review in 2024, design in 2025, and begin construction in 2027.

Total Programming

Estimated Total Cost	\$51.4M
Funding Sources	
Measure D (Active Transportation)	\$8.5M
Federal Lands Access Program	\$37.7M
Other Secured*	\$5.25M
Need	\$0.0M

*Includes Land Trust of Santa Cruz County and RSTPX funds.

