



**Santa Cruz County Regional
Transportation Commission
Transportation Policy Workshop**

SPECIAL MEETING

AGENDA

**Thursday, June 25th, 2015
9:00 a.m.**

**NOTE LOCATION THIS MONTH
City of Santa Cruz Council Chambers
809 Center Street
Santa Cruz, CA**

NOTE

See the last page for details about access for people with disabilities and meeting broadcasts.

En Español

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

AGENDAS ONLINE

*To receive email notification when the TPW meeting agenda packet is posted on our website,
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COMMISSION MEMBERSHIP

Caltrans (ex-officio)	Tim Gubbins
City of Capitola	Dennis Norton
City of Santa Cruz	Don Lane
City of Scotts Valley	Randy Johnson
City of Watsonville	Jimmy Dutra
County of Santa Cruz	Greg Caput
County of Santa Cruz	Ryan Coonerty
County of Santa Cruz	Zach Friend
County of Santa Cruz	John Leopold
County of Santa Cruz	Bruce McPherson
Santa Cruz Metropolitan Transit District	Karina Cervantez
Santa Cruz Metropolitan Transit District	Cynthia Chase
Santa Cruz Metropolitan Transit District	Ed Bottorff

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

1. Introductions
2. Oral communications

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

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

3. Additions or deletions to consent and regular agendas

CONSENT AGENDA

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

4. Approve out of state travel for Executive Director for the 2015 Community Leadership Visit and the 2016 Transportation Research Board Annual Meeting
5. Receive Project Fact Sheet: SR 1/17 Interchange Widening

REGULAR AGENDA

6. State and Federal Transportation Updates
(George Dondero, Executive Director)
 - a. Staff report
7. Amendments to the Fiscal Year (FY) 2015-16 Budget & Work Program
(Luis Mendez, Deputy Director)
 - a. Staff report
 - b. Resolution amending the FY 2015-16 Budget and Work Program for the RTC
 - c. Grant award letter from CalTrans
8. North Coast Pipeline on Santa Cruz Branch Rail Line for the City of Santa Cruz Water Department
(Luis Mendez, Deputy Director)
 - a. Staff report
 - b. Resolution authorizing the Executive Director to enter into a pipeline crossing agreement with the Santa Cruz Water Department
 - c. Map showing new SCWD pipeline proposed for Rail Line right-of-way

- d. Draft negotiated pipeline crossing agreement with the Santa Cruz Water Department
 - e. Sierra West Valuation appraisal review
9. Title VI Civil Rights Program & Language Assistance Plan
(*Luis Mendez, Deputy Director*)
- a. Staff report
 - b. Resolution approving the RTC Title VI Civil Rights Program and Language Assistance Plan
10. Review of items to be discussed in closed session

CLOSED SESSION

11. Conference with legal counsel—anticipated litigation. Initiation of Litigation pursuant to paragraph (4) of subdivision (b) of Section 54956.9 of the Government Code: one case.

OPEN SESSION

12. Report on closed session
13. Next meetings

The next SCCRTC meeting is scheduled for Thursday, August 6, 2015 at 9:00 a.m. at the Scotts Valley City Council Chambers, 1 Civic Center Dr., Scotts Valley, CA.

The next Transportation Policy Workshop is scheduled for Thursday, August 20, 2015 at 9:00 am at the City of Watsonville Council Chambers, 275 Main St., Ste. 400, Watsonville, CA.

HOW TO REACH US

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

Watsonville Office
275 Main Street, Suite 450, Watsonville, CA 95076
phone: (831) 768-8012
email: info@sccrtc.org / website: www.sccrtc.org

HOW TO STAY INFORMED ABOUT RTC MEETINGS, AGENDAS & NEWS

Broadcasts: Many of the meetings are broadcast live. Meetings are cablecast by Community Television of Santa Cruz. Community TV's channels and schedule can be found online (www.communitytv.org) or by calling (831) 425-8848.

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

- Aptos Library
- Boulder Creek Library
- Branciforte Library
- Capitola Library
- Felton Library
- Garfield Park Library
- La Selva Beach Library
- Live Oak Library
- Santa Cruz Downtown Library
- Scotts Valley Library
- Watsonville Main Library

For information regarding library locations and hours, please check online at www.santacruzpl.org or www.watsonville.lib.ca.us.

On-line viewing: The SCCRTC encourages the reduction of paper waste and therefore makes meeting materials available online. Those receiving paper agendas may sign up to receive email notification when complete agenda packet materials are posted to our website by sending a request to info@sccrtc.org. Agendas are typically posted 5 days prior to each meeting.

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

HOW TO REQUEST

❖ ACCOMMODATIONS FOR PEOPLE WITH DISABILITIES

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

❖ SERVICIOS DE TRADUCCIÓN/ TRANSLATION SERVICES

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

TITLE VI NOTICE TO BENEFICIARIES

The RTC operates its programs and services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person believing to have been aggrieved by the RTC under Title VI may file a complaint with RTC by contacting the RTC at (831) 460-3212 or 1523 Pacific Avenue, Santa Cruz, CA 95112 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.

AGENDA: June 25, 2015

TO: Regional Transportation Commission
FROM: George Dondero, Executive Director
RE: Authorization for out of state travel

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) authorize the Executive Director to participate in the Community Leadership Visit to Seattle, WA and Victoria, B.C., August 26-29, 2015 and in the Transportation Research Board Annual Meeting in Washington, D.C. January 10–14, 2016.

BACKGROUND

In 2012, 2013 and 2014 the RTC Executive Director joined approximately 70 community leaders for three day trips to San Luis Obispo; Boulder and Fort Collins, Colorado; and Santa Barbara respectively. Leaders representing both the public and private sectors met with peers from each city to discuss shared issues and opportunities. The experience demonstrated the power of the opportunity to develop or strengthen relationships within our community, as well as exchange ideas and experience with leaders from a similar area where the most challenging issues have strong similarities to those we face in Santa Cruz County. A similar trip is being planned this year to Seattle, Washington and Victoria, British Columbia.

The Transportation Research Board (TRB) was established in 1920 as the National Advisory Board on Highway Research to provide a mechanism for the exchange of information and research results about highway technology. Now the TRB's mission is to promote innovation and progress in transportation through research. In an objective and interdisciplinary setting, TRB facilitates the sharing of information on transportation practice and policy by researchers and practitioners; stimulates research and offers research management services that promote technical excellence; provides expert advice on transportation policy and programs; and disseminates research results broadly and encourages their implementation. The organization accomplishes its mission through standing committees, publications, and an annual meeting.

According to the RTC's Rules and Regulations, any travel by staff out of state must be authorized by the RTC.

DISCUSSION

The Chamber is working with teams in Seattle and Victoria to develop opportunities to delve into innovative ideas, programs and initiatives which might be adapted to our community. The value of the Community Leadership Visit has multiple aspects, but the two most notable are first, the chance to learn from a similar community how various problems and challenges have been successfully resolved, and second, to have a block of time with community leaders in Santa Cruz County to get acquainted or to build deeper relationships. These relationships last well after the trip, and afford many opportunities to bring transportation issues further into the forefront of the public discourse. The full cost of the trip is \$1795 per person, and includes all travel, hotel, meals and materials for the trip. There is adequate funding in the current RTC budget for this expense. Therefore, **staff recommends that the RTC approve out of state travel for the Executive Director to attend the Santa Cruz Chamber Community Leadership Visit to Seattle, Washington and Victoria, B.C.**

Traditionally the Executive Director attends the TRB annual meeting and occasionally the Executive Director is joined by other RTC staff. The Executive Director currently sits on the TRB Transportation and Sustainability Committee, which meets during the Annual Meeting. When attending the TRB annual meeting, the Executive Director takes the opportunity to meet with Santa Cruz County's federal legislative delegation to learn first-hand of the challenges and opportunities for transportation in Washington DC and to communicate the RTC's concerns and priorities directly.

The cost for the Executive Director to travel to Washington DC, participate in the TRB annual conference and meet with Santa Cruz County's legislative delegation is estimated to be about \$3,000. There are sufficient funds in the RTC's "transportation/travel/education" budget line of the approved 2014-15 RTC budget to cover this cost. Therefore, **staff recommends that the RTC approve out of state travel for the Executive Director to attend the Transportation Research Board (TRB) 2016 annual conference in Washington DC.**

SUMMARY

Staff recommends that the RTC authorize the Executive Director to participate in the Santa Cruz County Chamber of Commerce Community Leadership Visit to Seattle, WA and Victoria, B.C., August 26-29, 2015 and the TRB Annual Meeting in Washington, D.C. January 10-14, 2016.



Community Leadership Visit: Victoria B.C. & Seattle

Wednesday, August 26, 2015 - Saturday, August 29, 2015



2015 Community Leadership Visit to Seattle, WA and Victoria, B.C.

DATE & TIME

8/26/2015 TO 8/29/2015
7:30 AM to 9:30 PM

LOCATION

Seattle, WA and Victoria, British Columbia

CLV LEAD SPONSOR

City of Santa Cruz Economic Development Department



EVENT DESCRIPTION

The Chamber's 2015 Community Leadership Visit will spend four days in the Pacific Northwest, studying the remarkable success Victoria, British Columbia's has had in developing a technology / innovation industry sector, the technology transfer model of the University of Washington's Center for Commercialization, and the vision and strategies for increased "urbanization" of Seattle.

The Chamber invites you to join other local business owners and executives, electeds and government department heads, and senior university and community college administrators in exploring strategies and building relationships that will guide our communities' future.

Travel Itinerary (Tentative)

Wednesday Aug 26

7:45 AM Depart Santa Cruz by Bus to SJC
10:15 AM Depart SJC to SEA by Alaska Air: Flight AS0327
12:19 PM Arrive Seattle Airport
Program in Seattle and at U of Washington
Hotel in Seattle

Thursday Aug 27

6:45 AM Bus to Ferry
7:30 AM Ferry - Seattle to Victoria (including breakfast)
10:30 AM Depart Victoria Immigration/Customs Program in Victoria
Hotel in Victoria

Friday Aug 28

Program in Victoria
Hotel in Victoria

Saturday Aug 29

Program in Victoria
11:20 AM Ferry - Victoria to Seattle
2:05 PM Depart Seattle Immigration/Customs



Freetime - Downtown Seattle
3:50 PM Train to Airport
5:50 PM Depart SEA to SJC by Alaska Air: Flight AS0328
7:53 PM Arrive SJC 8:15 PM Bus to Santa Cruz
9:30 PM Arrive Santa Cruz

Victoria, a city of 80,000 and a metropolitan area of 300,000 has developed as a home-grown center of entrepreneurship and innovation. Building on many of the same community features that attract "creative class" workers and entrepreneurs to Santa Cruz – beautiful coastlines and mountains, a university culture, and an active lifestyle – the Greater Victoria area has over the past several decades grown a remarkable enterprise community with growing tech businesses and an entrepreneurial culture.

They have done so intentionally. A variety of interlocking plans by the private sector, local government, the state's economic development office, and the University of Victoria have resulted in a web of resources, facilities, and services that have nurtured this development. The CLV will meet with principals from those planning efforts, the incubators and accelerator that support this enterprise ecosystem, and some of the technologists who have developed and grown their businesses in Victoria.

Seattle, a much larger metropolitan area, is addressing many of the 'new-urban' problems that Santa Cruz County and its cities face in a political culture much like ours. With strong "sub-urban" neighborhood interests, skepticism about growth, and a history of political activism the City has developed plans to improve transportation and housing to respond to growth and economic pressures that are neighborhood sensitive. We will tour some of these areas with principals from Seattle's transportation and housing administrations.

We have also planned a visit to the University of Washington's Center for Commercialization ("CoMotion") that provide services for research/innovators, students, entrepreneurs, and investors. Rebranded this winter to expand beyond managing the universities intellectual property, providing services to faculty and students developing startups, and supporting licensing. Added to its sphere effort is support for the growing innovation ecosystem of the greater Seattle and Puget Sound region.

TRAVEL ARRANGEMENTS AND PRICING

The 2015 CLV price includes transportation from Santa Cruz to the San Jose Airport, airfare to and from Seattle, all ground transportation in Seattle and Victoria, and ferry to and from Victoria. **THE PRICE DOES NOT INCLUDE FEES FOR CHECKED LUGGAGE.**

FEE WITHOUT TRANSPORTATION.

For those who would chose to arrive earlier or depart later there is a price without airfare but including all other transportation. Participants who would chose to fly one-way with the group should book on

SJC to SEA: Alaska Air: Flight AS0327
SEA to SJC: Alaska Air: Flight AS0328

PASSPORT REQUIRED – Must be Valid through February 29, 2016

All transportation, meals, and room charges are included in the following fees:

Fees and costs including airfare \$1,795

Fees and costs WITHOUT AIRFARE \$1,635

PARTICIPANTS RESPONSIBLE FOR ANY CHECK LUGGAGE FEES

Fees may be paid in full at the time of registration or according to the following schedule:

At the time of registration \$200

Balance on or before June 24 \$1,595 (\$1,435 without airfare)

All payments made are fully **refundable through June 15**. Refunds after June 15 will be based upon nonrefundable costs advanced or guaranteed by the Chamber plus \$200. **Participants may be substituted for paid reservations through July 22.**

Registration information

CLV including Airfare (\$1,795)

CLV not including Airfare (\$1,635)

All Registrants:

First Name as it appears on Passport or Drivers License

Middle Name or initial as it appears on Passport or Drivers License

Last Name as it appears on Passport or Drivers License

Business or Organization

Role or Title

Primary Email address

Other Email address (re CLV correspondence)

Primary business number

Mobile phone number (that you will carry on the trip)

CLV Correspondence: Street Address

CLV Correspondence: City

CLV Correspondence: State
CLV Correspondence: Zip Code

If CLV including Airfare

Birth Month
Birth Day
Birth Year
Gender

Payment (Fully refundable on or before June 15, 2015)

Deposit \$ 200

(BALANCE DUE ON OR BEFORE JUNE 24, 2015)

Full Payment including Airfare \$1,795

Full payment not including Airfare \$1,635

TERMS AND CONDITIONS

All hotel rooms are single-occupancy. Porterage services are not included. The Chamber will attempt to address participants' special dietary requirements but cannot guaranty that these will be satisfactory. Passengers are responsible for providing correct name spelling and other required traveler information for air travel. Participants are required to have a passport valued through February 29, 2016.

Participants should check or make arrangements for their own health insurance coverage including out-of-country health care and purchase travel insurance, if desired, to protect against travel interruption. The Santa Cruz Area Chamber of Commerce reserves the right to change the itinerary and program elements.

All payments made are fully **refundable through June 15**. Refunds after June 15 will be based upon nonrefundable costs advanced or guaranteed by the Chamber plus \$200. **Participants may be substituted for paid reservations through July 22.**

Participant agrees to assume all risks of loss, injury, or liability, arising out of the CLV and releases the Santa Cruz Area Chamber of Commerce and its officers, directors, and employees, successors, and assigns from any and all liability for damage to property or injury or death of any person.

Event Item Name	Expires	Pricing
CLV Vict-Sea 8/26/15		\$1,795.00
Deposit Only - CLV Vict-Sea 8/26/15		\$200.00
CLV Vict-Sea 8/26/15 FINAL PAYMENT		\$1,595.00
CLV Vict-Sea 8/26/15 NO AIR		\$1,675.00

Register



TRB Annual Meeting begins in 206 days!

[TRB Annual Meeting](#) > Homepage

Text Size: **A** **A** | Share:

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- Associated Groups
- Future Annual Meetings
- Contact Us
- 2015 AM Links
- Annual Meeting Online
- Interactive Program



Welcome to the 2016 TRB Annual Meeting

The Transportation Research Board (TRB) 95th Annual Meeting will be held January 10–14, 2016, at the Walter E. Washington Convention Center, in Washington, D.C. The information-packed program is expected to attract more than 12,000 transportation professionals from around the world.

The meeting program will cover all transportation modes, with more than 5,000 presentations in nearly 750 sessions and workshops addressing topics of interest to all attendees—policy makers, administrators, practitioners, researchers, and representatives of government, industry, and academic institutions. A number of sessions and workshops will focus on the spotlight theme for the 2016 TRB Annual Meeting, Research Convergence for a Multi-Modal Future.

The full 2016 program will be posted to this website in November, 2015. (In the meantime, you can review [last year's Interactive Program](#) to see examples of the scope and depth of a typical meeting program.)

Be a TRB Annual Meeting presenter! Some TRB committees provide [calls for papers](#) in specific subject areas to help potential authors identify topics for their papers. However, it is not necessary to respond to any specific call for papers. Papers addressing any relevant aspect of transportation research will be considered. To submit a paper, please visit the [MyTRB Annual Meeting Paper Submission](#).

[2016 Exhibit and Marketing Opportunities](#) are available and on sale now. Exhibit space and some advertising opportunities are limited.

Registration and housing will open in September, 2015. TRB has negotiated hotel rooms throughout the city at the government per diem rate, but you must be registered for the meeting in order to book rooms in the TRB hotel block. Please check back on this page in September to register and to book your room.

Plan now to attend the 95th TRB Annual Meeting. We look forward to seeing you in January.

2016 TRB Annual Meeting Patrons Platinum



Bronze

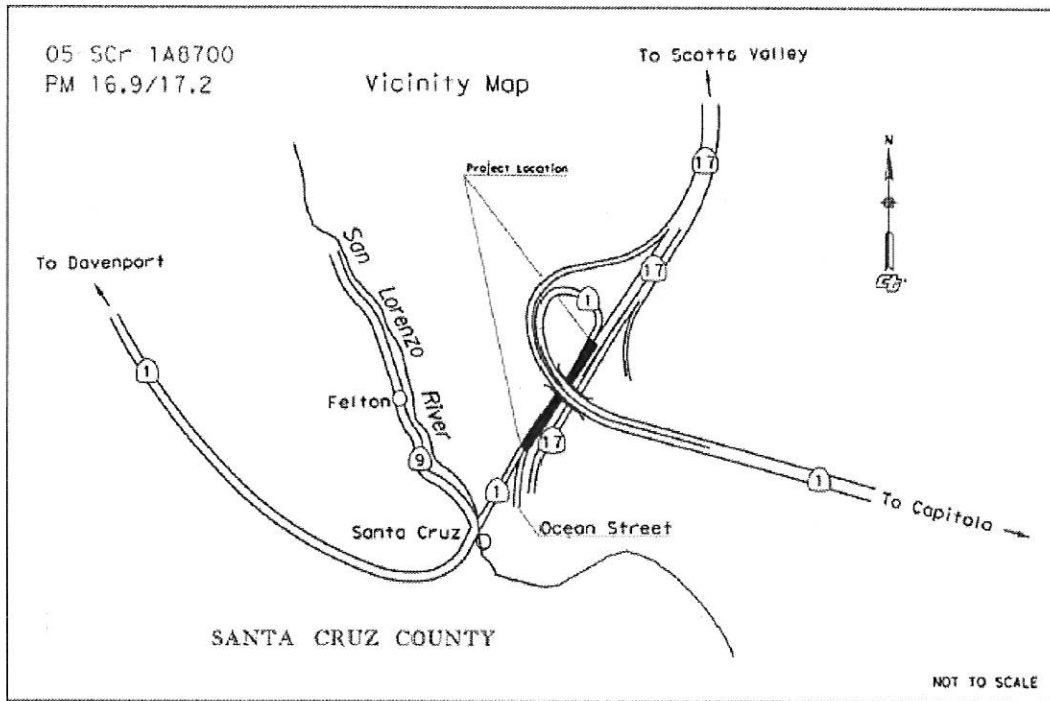


Thank You!
TRB 2016
Annual Meeting
Patrons



PROJECT FACT SHEET
SCr 1/17 Widening
05-1A870_ - SCr-1-PM 16.9/17.1

LOCATION MAP:



PROJECT DESCRIPTION/SCOPE

Description:

The project proposes to widen southbound (SB) State Route 17 (SR-17) from 3 lanes to 4 lanes, eliminating the forced merge of vehicles from SR-1 NB #1 lane with SR-17 SB #2 lane. Shoulders will be widened on SR-17, both north and south of the 1/17 separation. Concrete barrier will be installed, drainage improved, and highway lighting relocated.

Need for Project:

Sideswipe and rear-end collisions are occurring at merging locations at each end of this highway segment. The accident rate at this location is currently twice the statewide average for similar facilities.

FUNDING STATUS

Current Construction Capital Estimate: \$1,142,000 Current Right of Way Capital Estimate: \$0

Fund Source: SHOPP – Collision Reduction

- Recommended to be voted at the August 2015 CTC Meeting

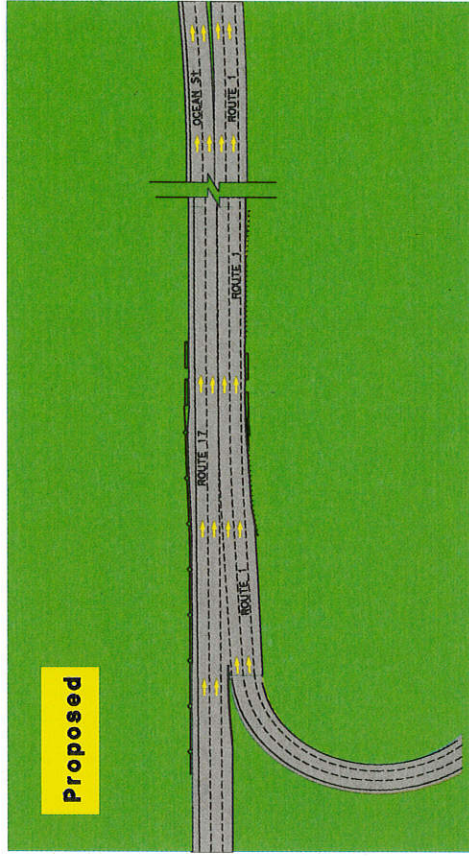
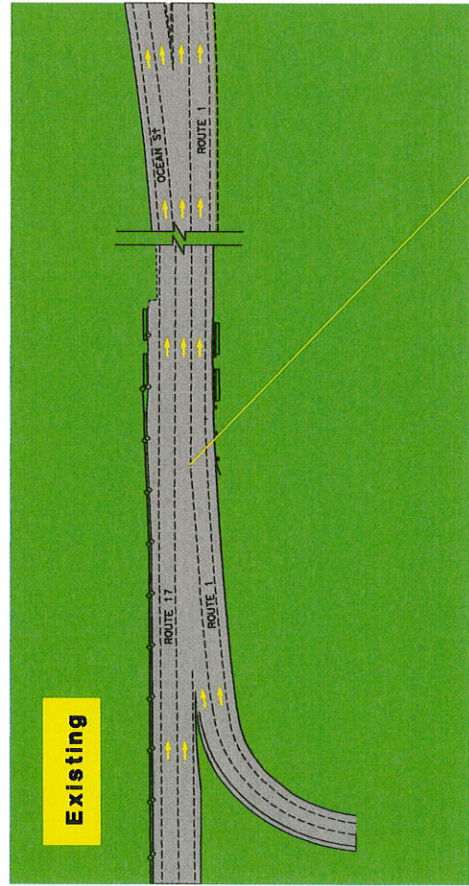
SCHEDULE STATUS

"-A" denotes Achieved date "-P" denotes Planned date

Environmental Approval	Begin R/W Appraisals	Right-of-Way Certification	Ready To List	Advertise	Begin Construction	End Construction
3/25/14A	N/A	3/17/15A	5/21/15A	8/15/15P	11/1/15P	5/1/16P

Note: Construction start may be delayed until Spring if weather is an issue.

AT THE ROUTE 1 AND 17 INTERCHANGE



TO: Regional Transportation Commission (RTC) – Policy Workshop

FROM: George Dondero, Executive Director

REGARDING: State and Federal Transportation Updates

RECOMMENDATIONS

This item is for information only.

BACKGROUND

The Regional Transportation Commission (RTC) monitors federal and state legislative actions that could impact transportation planning, programming and project implementation in Santa Cruz County.

DISCUSSION

State Budget and Transportation Funding

On June 16 Governor Brown announced a budget agreement with Assembly Speaker Toni Atkins and Senate President pro Tempore Kevin de León, consistent with the Governor's May Revision revenue estimates (meaning cuts from what was approved by the Legislature on June 15). The governor and lawmakers postponed the discussion on how to use revenues from the state's cap-and-trade program that are not continuously appropriated for high-speed rail and certain other transportation programs.

Governor Brown also announced that he is calling a special session on funding roads, highways and other infrastructure. The Governor proposes that the Legislature enact permanent and sustainable funding to maintain and repair the state's transportation and critical infrastructure, improve the state's key trade corridors and complement local infrastructure efforts.

Staff will provide a verbal update at the RTC Transportation Policy Workshop, as details of the budget agreement and special legislative session were not available at the time this report was written.

Federal Transportation Funding

The House Ways and Means Committee scheduled a June 17 hearing and the Senate Finance Committee slated one on June 18, to consider options to pay for a long-term reauthorization of the Highway Trust Fund's road and transit programs. Any breakthrough on the financing issues at Ways and Means would clear the way

for the House Transportation and Infrastructure Committee to move a new federal transportation authorization measure through the House. In the Senate, the Environment and Public Works Committee (EPW) already plans to mark up the highway portion of a long-term bill this month.

Separately, the House passed a housing and transportation appropriations bill that among other things would cut transit spending outside of the trust fund and significantly reduce funding for TIGER infrastructure grants. The White House had already threatened a veto if the bill reached the president. Any final appropriations measure would be subject to changes from the Senate, and its surface transportation portions could be further affected if Congress agrees on a multiyear plan to fund highway and transit programs.

SUMMARY

Staff will provide verbal updates on the state and federal legislative activities that could impact transportation planning, programming and projects in Santa Cruz County.

TO: Regional Transportation Commission (RTC)
FROM: Luis Pavel Mendez, Deputy Director
RE: Amendments to the Fiscal Year (FY) 2015-16 Budget & Work Program

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt the attached resolution (Attachment 1) approving the amended FY 2015-16 budget and work program as shown on Exhibit A to Attachment 1.

BACKGROUND

In March 2015, the Regional Transportation Commission (RTC) approved a budget for fiscal year (FY) 2015-16. Recently the RTC secured a new grant and learned that much more outreach on RTC's funding programs and needs will likely be necessary in the coming fiscal year. As a result, it is necessary to consider amendments to the FY 2015-16 budget and work program.

DISCUSSION

Sustainable Transportation Planning Grant: The RTC secured a grant for a Sustainable Transportation Prioritization Plan for Santa Cruz County. The planning effort will use innovative and effective community engagement techniques about benefits of a sustainable transportation system, transportation funding needs, and priorities. The RTC will utilize cutting edge outreach techniques such as focus groups, infographics, citizen ambassadors, and visualization tools to involve, collaborate and engage with a broad cross section of community members to develop a multimodal transportation investment prioritization plan that addresses sustainability, preservation, mobility, and safety in Santa Cruz County. The project includes development of a public engagement toolkit that can be used by Caltrans and other communities.

To produce this plan it will be necessary to hire consulting services for the development of visualization tools. It will also be necessary to hire a temporary half-time planner during the life of the project to ensure that the RTC can complete the work within the two-year time frame of the grant. Most of the consultant, staff and materials costs associated with this project will be covered by the grant funds. The RTC will receive \$229,735 in grant funds and must provide a match of \$29,765.

Transportation funding and needs outreach: In August 2014, the RTC held a retreat at which the main topic of conversation was the need for more funding to deliver more projects more quickly. A collaboration of business interests completed a polling survey to gauge the possibility that a sales tax measure for transportation would be successful. The results presented to the RTC at its May Transportation Policy

Workshop are encouraging with 72% of likely voters polled indicating that they would vote in favor of a ½ cent sales tax measure for a mix of transportation projects.

While the RTC may place a transportation funding measure on the ballot, the RTC may not be part of any campaign. However, there will be a great demand for the RTC to provide information on the transportation system, needed improvements, funding programs and funding challenges. Since the presentation of polling results and the release of the draft passenger rail study, there has been increased demand on RTC staff for information on transportation projects and funding. This demand for information will increase significantly as discussion of a tax measure for transportation continues and then is placed on the November 2016 ballot. At this time, to meet this demand staff estimates that an additional temporary half-time transportation planner and \$20,000 for printing and disseminating materials will be needed. The RTC has sufficient funds in reserves for these needed expenses.

RTC Reserves: The RTC has a goal of 30% of the operating budget for its reserve fund in a combination of restricted reserves (22%) and cash flow reserves (8%). The FY 2015-16 budget approved by the RTC in March 2015 includes \$553,232 (22%) in restricted reserves and \$151,853 (6%) in cash flow reserves. In order to accommodate the staffing and materials needs to provide significantly more information on transportation projects and funding and to help provide the required match for the Sustainable Transportation Planning Grant, staff proposes using some of the restricted reserves. As shown in the proposed budget amendment this would reduce the restricted reserve by \$74,997 from \$553,232 to \$478,235.

Staff recommends that the Regional Transportation Commission (RTC) adopt the attached resolution (Attachment 1) approving the amended FY 2015-16 budget and work program as shown on Exhibit A to Attachment 1. The cost to hire one lower level transportation planner is about \$90,000 to \$110,000 depending on experience and benefits required. Should the availability of funds change after the current budget year has closed or should the estimate for staff and consulting resources need modification for these projects, staff will return to the RTC with appropriate recommendations during the fall budget amendment process.

SUMMARY

Due to a recently secured grant to Produce a Sustainable Transportation Prioritization Plan and increased community demand for information on the transportation system, needed improvements, available funding and challenges, it is necessary to consider amendments to the FY 2015-16 budget and work program. Staff recommend that the Regional Transportation Commission adopt the attached resolution (Attachment 1) approved the proposed amended FY 2015-16 budget and work program as shown on Exhibit A of Attachment 1.

Attachments:

1. Resolution approving the proposed amended FY 2015-16 budget
2. Grant award letter

RESOLUTION NO. 30-15

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of June 25, 2015
on the motion of Commissioner
duly seconded by Commissioner

**A RESOLUTION AMENDING THE FY 2015-16 BUDGET AND WORK PROGRAM FOR THE
REGIONAL TRANSPORTATION COMMISSION**

WHEREAS, the Santa Cruz County Regional Transportation Commission (RTC)
adopts and periodically amends a budget and work program for each fiscal year to
guide its expenses and work;

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

1. The FY 2015-16 Budget and Work Program for the Santa Cruz County Regional
Transportation Commission (RTC) are hereby amended as shown in Exhibit A.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

Don Lane, Chair

ATTEST:

George Dondero, Secretary

Attachments: Exhibit A - SCCRTC FY 2015-16 Budget and Work Program as amended

Distribution: RTC Fiscal
AMBAG

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
PROJECTED REVENUE SUMMARY
FY 2015-2016 BUDGET**

EXHIBIT A

1 PROJECTED REVENUE SUMMARY

2	3	4	5	6
SOURCES	FY15-16 APPROVED 03/05/15	FY15-16 PROPOSED 06/25/15	DIFFERENCE	NOTE
5 Transportation Development Act (TDA):				
6 Auditor's 1/4 Cent Sales Tax Estimate	8,628,404	8,628,404	0	
7 Previous FY Revenues Budgeted	0	0	0	
8 Interest Estimate	12,000	12,000	0	
9 <i>Total TDA Apportioned</i>	8,640,404	8,640,404	0	
10				
11 State Transit Assistance (STA)	2,832,152	2,832,152	0	
12 Planning Grant Funds/Others:				
13 State planning funds (RPA and STIP PPM)	512,000	512,000	0	
14 RSTP Exchange	20,000	20,000	0	
15 FHWA - Earmark	155,000	155,000	0	
16 Federal - Planning (PL) - from AMBAG	65,000	65,000	0	
17 Santa Cruz County Planning for Unified Corridor Plan	50,000	50,000	0	
18 Transit & Transportation Planning grants	269,995	384,863	114,868	- Recently secured grant
19 RTC Funds Budgeted	351,348	426,345	74,997	- Outreach on funding programs & needs and match for new grant
20 <i>Planning/Other Total</i>	1,423,343	1,613,208	189,865	
21 Rideshare:				
22 RSTP Exchange	235,000	235,000	0	
23 SAFE Funds	50,000	50,000	0	
24 Service Authority for Freeway Emergency (SAFE):				
25 DMV Fees and interest	241,000	241,000	0	
26 Other - MTC SAFE and Partnership Planning Grant	50,000	50,000	0	
27 SAFE Funds Budgeted	52,807	52,807	0	
28 Freeway Service Patrol (FSP):				
29 Caltrans Grant	207,500	207,500	0	
30 RSTP Exchange & STIP	150,000	150,000	0	
31 FSP Reserves Budgeted and Interest	105,000	105,000	0	
32 Rail/Trail Authority:				
33 Leases and Licenses	50,000	50,000	0	
35 Transfer - in from TC Planning	110,000	110,000	0	
36 Rail/Trail Funds Budgeted	130,881	130,881	0	
37 Highway 1:				
38 RSTP Exchange	1,154,968	1,154,968	0	
39 STIP	0	0	0	
40 CMIA (state bond) & other	0	0	0	
41 RSTP Exchange Program	4,085,815	4,085,815	0	
42 TOTAL	20,133,870	20,323,735	189,865	

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
 APPORTIONMENT SUMMARY
 FY 2015-2016 BUDGET**

1 APPORTIONMENT SUMMARY

CLAIMANTS	FY15-16 APPROVED 03/05/15	FY15-16 PROPOSED 06/25/15	DIFFERENCE	NOTE
Transportation Development Act (TDA): (1)				
TDA Reserve Fund			0	
RTC Reserve Fund			0	
SCCRTC:				% Chg
Administration	538,542	538,542	0	0.00%
Planning: Overall Planning	492,808	492,808	0	0.00%
Bike to Work	50,000	50,000	0	0.00%
Bike & Pedestrian Safety (CTSC)	100,000	100,000	0	0.00%
<i>Subtotal</i>	1,181,350	1,181,350	0	0.00%
Santa Cruz METRO	6,377,491	6,377,491	0	0.00%
Specialized Transit (Community Bridges/CTSA)	626,561	626,561	0	0.00%
Volunteer Center	74,591	74,591	0	0.00%
City of Capitola	14,197	14,197	0	0.00%
City of Santa Cruz - Non Transit	88,858	88,858	0	0.00%
City of Scotts Valley	16,743	16,743	0	0.00%
City of Watsonville	73,546	73,546	0	0.00%
County of Santa Cruz	187,068	187,068	0	0.00%
<i>Subtotal</i>	7,459,054	7,459,054	0	0.00%
TOTAL TDA APPORTIONED	8,640,404	8,640,404	0	
State Transit Assistance (STA) - SCMTD	2,832,152	2,832,152	0	
Planning Grant Funds/Others:	1,423,343	1,613,208	189,865	- Recently secured grant and outreach on funding programs and needs
Rideshare	285,000	285,000	0	
SAFE	343,807	343,807	0	
Freeway Service Patrol (FSP)	462,500	462,500	0	
Rail/Trail Authority	905,881	905,881	0	
Highway 1	1,154,968	1,154,968	0	
RSTP Exchange Program	4,085,815	4,085,815	0	
TOTAL	20,133,870	20,323,735	189,865	

(1) TDA apportionments are based on formulas in the RTC's Rules and Regulations. Balance not used for Planning and Administration is allocated to other TDA claimants as follows:
 85.5% to SCMTD, 8.4% to Community Bridges and 1% to the Volunteer Center; remaining funds are proportionally allocated to cities and the county according to population.

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
BUDGET SUMMARY
FY 2015-2016 BUDGET**

1 BUDGET SUMMARY

	FY14-15 ADOPTED DETAIL			FY15-16 ADOPTED DETAIL			FY15-16 PROPOSED DETAIL		
	TOTAL FY 14-15 ADOPTED 03/05/15	SALARIES & BENEFITS	SERVICES & SUPPLIES	TOTAL FY15-16 ADOPTED 03/05/15	SALARIES & BENEFITS	SERVICES & SUPPLIES	TOTAL FY15-16 PROPOSED 06/25/15	SALARIES & BENEFITS (1)	SERVICES & SUPPLIES
OPERATIONS PROGRAMS									
SCCRTC - Administration	805,500	220,000	585,500	691,318	233,318	458,000	691,318	233,318	458,000
CRUZ511/Rideshare	383,147	200,000	183,147	281,666	205,566	76,100	281,666	205,566	76,100
SAFE	456,617	120,000	336,617	343,807	129,507	214,300	343,807	129,507	214,300
Freeway Service Patrol	372,000	70,000	302,000	378,060	76,060	302,000	378,060	76,060	302,000
SCCRTC Planning	2,162,089	1,165,948	996,141	1,913,375	1,240,220	673,155	2,103,240	1,350,485	752,755
Total Operations Programs	4,179,353	1,775,948	2,403,405	3,608,226	1,884,671	1,723,555	3,798,091	1,994,936	1,803,155
CAPITAL PROGRAMS									
Rail/Trail Authority	4,651,994	200,000	4,451,994	905,881	185,010	720,871	905,881	185,010	720,871
Highway 1 Env Docs & Design	1,827,143	185,000	1,642,143	1,154,968	256,958	898,010	1,154,968	256,958	898,010
Highway 1 Construction	1,249,087	75,000	1,174,087	-	-	-	-	-	-
Total Capital Programs	7,728,224	460,000	7,268,224	2,060,849	441,968	1,618,881	2,060,849	441,968	1,618,881
TOTAL ALL PROGRAMS	11,907,577	2,235,948	9,671,629	5,669,075	2,326,639	3,342,436	5,858,940	2,436,904	3,422,036

**BUDGET COMPARISON
PRIOR YEAR AND BUDGET YEAR**

PROGRAM	FY 14-15 ADOPTED 03/05/15	FY 14-15 ACTUAL 6/30/15	FY 14-15 ACTUAL LESS ADOPTED 03/05/15	FY15-16 ADOPTED 03/05/15	FY 14-15 ADOPTED 03/05/15	FY15-16 ADOPTED VS FY 14-15 ADOPTED	FY15-16 PROPOSED 06/25/15	FY15-16 ADOPTED 03/05/15	FY15-16 PROPOSED VS FY15-16 ADOPTED
SCCRTC - Administration	805,500		(805,500)	691,318	805,500	(114,182)	691,318	691,318	-
Rideshare	383,147		(383,147)	281,666	383,147	(101,481)	281,666	281,666	-
SAFE	456,617		(456,617)	343,807	456,617	(112,810)	343,807	343,807	-
Freeway Service Patrol	372,000		(372,000)	378,060	372,000	6,060	378,060	378,060	-
Rail/Trail Authority	4,651,994		(4,651,994)	905,881	4,651,994	(3,746,113)	905,881	905,881	-
Highway 1 Env Docs & Design	1,827,143		(1,827,143)	1,154,968	1,827,143	(672,175)	1,154,968	1,154,968	-
Highway 1 Construction	1,249,087		(1,249,087)	-	1,249,087	(1,249,087)	-	-	-
SCCRTC Planning	2,162,089		(2,162,089)	1,913,375	2,162,089	(248,714)	2,103,240	1,913,375	189,865
Total Operating Budget	11,907,577	-	(11,907,577)	5,669,075	11,907,577	(6,238,502)	5,858,940	5,669,075	189,865

Notes: (1) Includes staffing shown on page 16

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
 PLANNING REVENUES SUMMARY
 FY 2015-2016 BUDGET**

1 **PLANNING REVENUES:** 721600/721700/721750

2	3	4	5	6
SOURCES	FY15-16 APPROVED 03/05/15	FY15-16 PROPOSED 06/25/15	DIFFERENCE	NOTE
5 REVENUES:				
6				
7 TDA Planning	642,808	642,808	0	
8 Rural Planning Assistance (RPA)	337,000	337,000	0	
9 STIP for Planning (PPM)	175,000	175,000	0	
10 RSTP Exchange	20,000	20,000	0	
11 FHWA - Earmark	155,000	155,000	0	
12 Federal - Planning (PL) - from AMBAG	65,000	65,000	0	
13 Partnership Planning Grant	100,000	100,000	0	
14 Transit Planning Grants	169,995	169,995	0	
15 Coastal Conservancy	0	0	0	
16 Santa Cruz County Planning for Unified Corridor Plan	50,000	50,000	0	
17 Sustainable Transportation Planning Grant		114,868	114,868	- Recently secured grant
18 RTC Funds Budgeted	198,572	273,569	74,997	- Outreach on funding programs & needs and match for new grant
19				
20 TOTAL REVENUES	1,913,375	2,103,240	189,865	

Note:

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
PLANNING EXPENDITURES
FY 2015-2016 BUDGET**

1 **PLANNING EXPENDITURES:** 721600/721700/721750

EXPENDITURES	FY15-16 APPROVED 03/05/15	FY15-16 PROPOSED 06/25/15	DIFFERENCE	NOTE
Staff & Overhead by Program				
Regional Planning Coordination	133,618	133,618	0	
Unified Corridor Study	82,226	82,226	0	
Work Program	30,835	30,835	0	
Public Information	20,557	60,672	40,115	- Outreach on funding programs and needs
Bicycle/Pedestrian Planning	64,753	64,753	0	
Bike Signage Plan	15,417	15,417	0	
MBSST Network	159,314	159,314	0	
Specialized Transportation	64,753	64,753	0	
User Oriented Transit Travel Planning	98,547	98,547	0	
Sust Transp Prioritization Plan		70,150	70,150	- Recently secured grant
Passenger Rail Study	66,809	66,809	0	
Regional Transportation Plan for MTP	132,590	132,590	0	
Regional Travel Demand Model	20,557	20,557	0	
Transportation Improvement Program (TIP)	247,461	247,461	0	
Highway & Roadway Planning	102,783	102,783	0	
<i>Subtotal Staff and Overhead</i>	1,240,220	1,350,485	110,265	
Services & Supplies				
<u>Passthrough Programs</u>				
Bike To Work Program (Ecology Action)	50,000	50,000	0	
Bike & Ped Safety (Comm. Traffic Safety Coalition)	100,000	100,000	0	
Bike Signage Program	20,000	20,000	0	
<u>Professional Services (contracts)</u>				
Washington Assistant	44,600	44,600	0	
Engineering and Other Technical Consultants	70,000	70,000	0	
User Oriented Transit Travel Planning	30,000	30,000	0	
Sust Transp Prioritization Plan		59,600	59,600	- Recently secured grant
Passenger rail study consultant	50,000	50,000	0	
Unified Corridor Investment Plan Consultant	150,000	150,000	0	
<u>RTC Work Element Related Items</u>				
Traffic Monitoring services	15,000	15,000	0	
Printing Documents and Pub Info Materials	20,000	40,000	20,000	- Materials for outreach on funding programs and needs
User Oriented Transit Travel Planning Materials	13,555	13,555	0	
Transfer to Rail/Trail Authority	110,000	110,000	0	
<i>Subtotal Services & Supplies</i>	673,155	752,755	79,600	
TOTAL EXPENDITURES	1,913,375	2,103,240	189,865	

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
FUND BALANCES AND RESERVES
FY 2015-2016 BUDGET**

1

2 **FUND BALANCES & RESERVES: 06/25/15**

3	DESCRIPTION	TDA FUND (1)	RTC FUND (2)	RIDESHARE FUND (3)	RAIL/TRAIL AUTHORITY FUND (4)	HWY 1 PA/ED & ENG FUND (4)	HWY 1 CONSTR FUND (4)	SAFE OPERATING FUND (5)	FSP FUND (5)	RSTP EXCHANGE FUND (4)	STA FUND (6)	TOTAL ALL FUNDS
6	Fund Balance 7-01-14	701,102	1,056,433		125,871	1,140,143		350,868	114,615	4,055,815	1,370	7,546,217
8	FY 2014-15 Revenues budgeted	-										-
	Anticipated Approved Revenues											-
9	Revenues Budgeted to Reserves Fund	-	-									-
10	Restricted Reserve carried over	(701,102)	(478,235)					(182,296)				(1,361,633)
11	Budgeted Carryover from FY 2014-15		(426,345)		(130,881)	(1,140,143)		(52,807)	(104,000)	(3,531,000)	-	(5,385,176)
12	Subtotal Fund Balance	-	151,853	-	(5,010)	-	-	115,765	10,615	524,815	1,370	799,408
13	To Cashflow Reserve		(151,853)					(75,483)				(227,336)
14	To Restricted Reserve Fund	-	-					(25,281)				(25,281)
15	Unappropriated Revenues			3,334	-	14,825	-	-	84,440	30,000		132,599
16	Total Fund Balance	-	-	3,334	(5,010)	14,825	-	15,001	95,055	554,815	1,370	679,390

17

18

19 **Reserve Funds**

20	Reserve Target (8% target for TDA fund; 30% target for others)	691,232	811,367	-	-	-	-	283,060				1,785,660
21												
22	Cashflow Reserve (0% target for TDA fund; 8% target for others)		151,853					75,483				227,336
23	Restricted Reserve (8% target for TDA fund; 22% target for others)	701,102	478,235	-	-	-	-	207,577	-	-	-	1,386,914
24	Total Reserve Funds	701,102	630,088					283,060				1,614,250
25												
26	Reserve Fund Difference from Target	9,870	(181,279)	-	-	-	-	-	-	-	-	(171,410)

27

28

29 **Notes:**

30 - Numbers in parentheses are negative numbers. All other numbers are positive numbers.

31 - Funds within each category (column) are restricted for use on projects/programs within that category.

32 - **Fund Balance (7-01-14)** = Balances of funds not used at the end of prior fiscal year.

33 - **Budgeted Carryover** = Portion of Fund Balance used in current fiscal year budget.

34 - **Unappropriated Revenues** = Amount of revenues designated for specific projects/programs that likely will not be expended in the current fiscal year, but will be needed in future years.

35

36 (1) 8% reserve established in RTC Rules and Regulations for the TDA Fund

37 (2) 3.6 month (or 30%) operating reserve target established in RTC Rules and Regulations for the RTC Fund ; 2.8 months (or 23.3%) available in this proposed budget

38 (3) Reserve for the Rideshare fund is included with the RTC Fund

39 (4) Reserve funds not proposed for capital project funds

40 (5) 3.6 month (or 30%) operating reserve target approved for the SAFE Fund to cover both SAFE and FSP operations

41 (6) This is a pass-through fund, all receipts are paid to Santa Cruz Metro.

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
STAFF POSITIONS
FY 2015-2016 BUDGET**

1				
2		FY15-16	FY15-16	
3	AUTHORIZED	APPROVED	PROPOSED	DIFFERENCE
4	STAFF POSITIONS:	03/05/15	06/25/15	NOTE
5				
6	POSITIONS	FTE	FTE	FTE
7				
8	Executive Director	1.00	1.00	0.00
9	Deputy Director	1.00	1.00	0.00
10	Fiscal Officer SCCRTC	1.00	1.00	0.00
11	Administrative Services Officer	1.00	1.00	0.00
12	Transportation Planner I-IV	8.00	8.00	0.00
13	Accounting Technician	0.50	0.50	0.00
14	Administrative Assistant I-III	1.75	1.75	0.00
15	Transportation Planning Technician	2.00	2.00	0.00
16	Paid Intern	0.50	0.50	0.00
17				
18	TOTAL POSITIONS	16.75	16.75	0.00

22				
23		FY15-16	FY15-16	
24	BUDGETED	APPROVED	PROPOSED	DIFFERENCE
25	STAFF POSITIONS:	03/05/15	06/25/15	NOTE
26				
27	POSITIONS	FTE	FTE	FTE
28				
28	Executive Director	1.00	1.00	0.00
29	Deputy Director	1.00	1.00	0.00
30	Fiscal Officer SCCRTC	1.00	1.00	0.00
31	Administrative Services Officer	1.00	1.00	0.00
32	Transportation Planner I-IV	6.50	7.50	1.00
33	Accounting Technician	0.50	0.50	0.00
34	Administrative Assistant I-III	1.75	1.75	0.00
35	Transportation Planning Technician	2.00	2.00	0.00
36	Paid Intern	0.00	0.25	0.25
37				
38	TOTAL POSITIONS	14.75	16.00	1.25

- Work for new grant and outreach on funding programs and needs

- to help cover for a maternity leave

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING, MS-32
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FAX (916) 653-1447
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TTY 711

ATTACHMENT 2



*Serious drought.
Help save water!*

April 24, 2015

Mr. George Dondero
Executive Director
Santa Cruz County Regional Transportation Commission
1523 Pacific Avenue
Santa Cruz, CA 95060

Dear Mr. Dondero:

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, I am pleased to offer my congratulations to the Santa Cruz County Regional Transportation Commission for the recent award of the following Federal transportation planning grant for Fiscal Year (FY) 2015–16:

Grant Program: FTA Section 5304, Sustainable Communities

Grant Title:	Sustainable Transportation Prioritization Plan for Santa Cruz County
Grant Award:	\$229,735
Local Match:	\$29,765
Total Project Amount:	\$259,500

Please see the list below which identifies specific conditions for a grantee to accept grant funding, to program funds, and to begin work. All conditions must be fulfilled no later than May 1, 2016. Failure to fulfill conditions of grant acceptance by the afore-mentioned date will result in forfeiture of grant funds. Also, please note that final products must be completed no later than June 30, 2018. Final requests for reimbursements must be submitted to Caltrans by August 31, 2018.

Conditions of Grant Acceptance

These Federal grant funds cannot be encumbered until the following conditions are fulfilled:

1. The revised final Scope of Work, Project Timeline, and Grant Application Cover Sheet are submitted to the Caltrans District 5 Liaison for approval.

2. If applicable, a Third Party In-kind Valuation Plan is submitted for the use of in-kind contributions to satisfy the federal minimum local match requirement. Third party in-kind contributions are goods and services donated from outside the grantee's agency. Examples of third party in-kind contributions include donated printing, facilities, interpreters, equipment, advertising, time and effort, staff time, and other goods and services. The Third Party In-kind Valuation Plan Checklist and Sample Third Party In-Kind Valuation Plan can be found at the following webpage:

<http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>.

3. The FY 2015–16 Overall Work Program (OWP) and OWP Agreement (OWPA) are amended to incorporate the grant project including the full grant amount and full local match. The OWP/OWPA amendment includes the OWPA, OWP Budget Summary, and a standalone Work Element. The Work Element name/number must remain unchanged until the project is completed. These three items must show consistent funding information for the grant project. Caltrans District staff will send a formal notice to proceed after the OWP/OWPA amendment is processed.

Once the project is underway, quarterly status updates will be required as part of the OWP Quarterly Progress and Expenditure Report, including a transmittal memo noting the percentage of project work completed. If this reporting method is not adequately satisfied, a separate narrative quarterly progress report will be required to monitor project activities.

Please contact Kelly McClendon, District 5 Liaison, at (805) 549-3510 or Tyler Monson, Headquarters Liaison, at (916) 653-8699, if you have any questions concerning these grant funds or program requirements.

Sincerely,



ERIN THOMPSON
Acting Chief, Office of Regional Planning

- c: Karena Pushnick, Senior Transportation Planner, Santa Cruz County Regional Transportation Commission
Brandy Rider, Senior Transportation Planner, Caltrans, District 5
Kelly McClendon, Associate Transportation Planner, Caltrans, District 5
Tyler Monson, Associate Transportation Planner, Caltrans, Headquarters

AGENDA: June 25, 2015

TO: Regional Transportation Commission/Transportation Policy Workshop

FROM: Luis Pavel Mendez, Deputy Director

RE: North Coast Pipeline on Santa Cruz Branch Rail Line for the City of Santa Cruz Water Department

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt the attached resolution ([Attachment 1](#)) authorizing the Executive Director to execute a crossing agreement and license with the City of Santa Cruz Water Department for construction and maintenance of a new pipeline on the Santa Cruz Branch Rail Line.

BACKGROUND

In October 2012, the Regional Transportation Commission (RTC) became the owner of the Santa Cruz Branch Rail Line (Rail Line) right-of-way. As a continuous right-of-way, the Rail Line is used not only for rail services but also for utilities and pipelines. To avoid environmental impacts, the City of Santa Cruz Water Department (SCWD) proposes to relocate about 4,100 feet of their North Coast System to the Rail Line right-of-way. The North Coast System is an 18-mile pipe network between Santa Cruz and Davenport, which is approaching its design life and will be replaced in phases over the next 15 to 20 years.

DISCUSSION

Phase-3 of the SCWD North Coast System Rehabilitation project will replace approximately 18,500 feet of 22-inch diameter water transmission main from the entrance to Wilder Ranch to Scaroni Road. In most locations the project will follow the existing pipe alignment along Highway 1. Reconstruction of the pipeline through Baldwin Creek would impact an archeological site and California red legged frog habitat. To avoid those impacts, the SCWD proposes to relocate approximately 4,100 feet of the pipeline to the Rail Line right-of-way ([Attachment 2](#)). At Baldwin Creek the track crosses on a substantial earthen fill embankment. By constructing the project in the same elevated fill as the tracks, many of the potential impacts to the Baldwin Creek area can be minimized or avoided entirely.

Through a pipeline crossing agreement ([Attachment 3](#)), the City of Santa Cruz would be allowed to cross the replacement pipeline under the tracks to the south side of the track, construct replacement pipeline under the farm road next to the track and cross the pipeline under the track back to the north side of the track. In

the proposed pipeline construction area, the Rail Line right-of-way is 100 feet wide or more, allowing ample separation between the pipeline and the track. Since the pipeline would be 4 feet below ground, it will not impact railroad operations or the construction of a multi-use trail. The pipeline is designed to meet all standards of the American Railway Engineering and Maintenance-of-Way Association (AREMA) manual. The design plans have been reviewed and approved by the Chief Engineer of Santa Cruz & Monterey Bay Railway/Iowa Pacific Holdings. Construction is anticipated to occur sometime between fall 2015 and late summer 2016 and should last about two months.

The SCWD hired Zeller Appraisal Services to produce an appraisal of the value of the crossing agreement and license necessary for the pipeline. It was appraised at \$41,850. RTC staff used the services of the County of Santa Cruz Real Property Division to negotiate and produce the crossing agreement. The Real Property Division reviewed the appraisal and concurred with its methodology and findings. In addition, RTC staff hired Tim Landes of Sierra West Valuation, Inc. to provide an additional review of the appraisal. Tim Landes provided the review of the appraisals for the purchase of the Rail Line, currently is doing appraisal work for the California High Speed Rail Authority and has done appraisal work for utility districts. Mr. Landes also concurs with the methodology and findings of the pipeline appraisal (Attachment 4).

Any rights granted to the SCWD through the proposed pipeline agreement would be subordinate to the RTC's rights and obligations as owner of the Rail Line right-of-way and subordinate to any rights previously granted to others. Therefore, **Staff recommends that the RTC adopt the attached resolution (Attachment 1) authorizing the Executive Director to execute a crossing agreement and license with the City of Santa Cruz Water Department for construction and maintenance of new pipeline on the Santa Cruz Branch Rail Line.**

SUMMARY

To avoid environmental impacts the SCWD proposes to relocate about 4,100 of a main water pipeline to the Rail Line right-of-way and pay the RTC \$41,850 for the right to do so, which has been found to be fair and reasonable by real estate professionals hired by the RTC. RTC staff recommends that the RTC authorize the Executive Director to enter into a pipeline crossing agreement with SCWD for the construction of this proposed pipeline relocation.

Attachments:

1. Resolution authorizing the Executive Director to enter into a pipeline crossing agreement with the City of Santa Cruz Water Department
2. Map showing new SCWD pipeline proposed for Rail Line right-of-way
3. Draft negotiated pipeline crossing agreement with the Santa Cruz Water Department
4. Sierra West Valuation appraisal review

RESOLUTION NO. 31-15

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of June 25, 2015,
on the motion of Commissioner
duly seconded by Commissioner

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR
TO NEGOTIATE AND EXECUTE A PIPELINE CROSSING AGREEMENT WITH THE
SANTA CRUZ WATER DISTRICT**

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

WHEREAS, as a continuous right-of-way, the Rail Line is used not only for rail services but also for utilities and pipelines; and,

WHEREAS, to avoid environmental impacts, the City of Santa Cruz Water Department (SCWD) proposes to relocate about 4,100 feet of their North Coast System main pipeline to the Rail Line right-of-way; and

WHEREAS, Zeller Appraisal Services, Inc. has appraised the value of the right to construct the proposed pipeline on the Rail Line at \$41,850 and this has been concurred to be fair and reasonable by the Santa Cruz County Real Property Division and a Sierra West Valuation, Inc.; and

WHEREAS, relocation of the pipeline to the Rail Line right-of-way would not interfere with rail operations and plans to build a multi-use trail on the Rail Line right-of-way; and

WHEREAS, the licensed right to build and maintain such a pipeline can be provided through a pipeline crossing agreement and would be subordinate to the rights and obligations of the RTC as owner of the property and the rights on the Rail Line right-of-way previously granted to other parties;

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

1. The Executive Director is authorized to negotiate and execute a pipeline crossing agreement with the City of Santa Cruz Water Department for an amount of \$41,850 to allow the City of Santa Cruz Water Department to construct about 4,100 of a main water pipe on the Santa Cruz Branch Rail Line between approximate mile posts 25.6 and 26.34; and,
2. The pipeline crossing agreement will stipulate that any rights granted will be subordinate to the Regional Transportation Commission's rights and obligations as the owner of the Rail Line right-of-way and the rights previously granted to other parties.

Distribution: RTC Fiscal, SCWD

ATTACHMENT 1

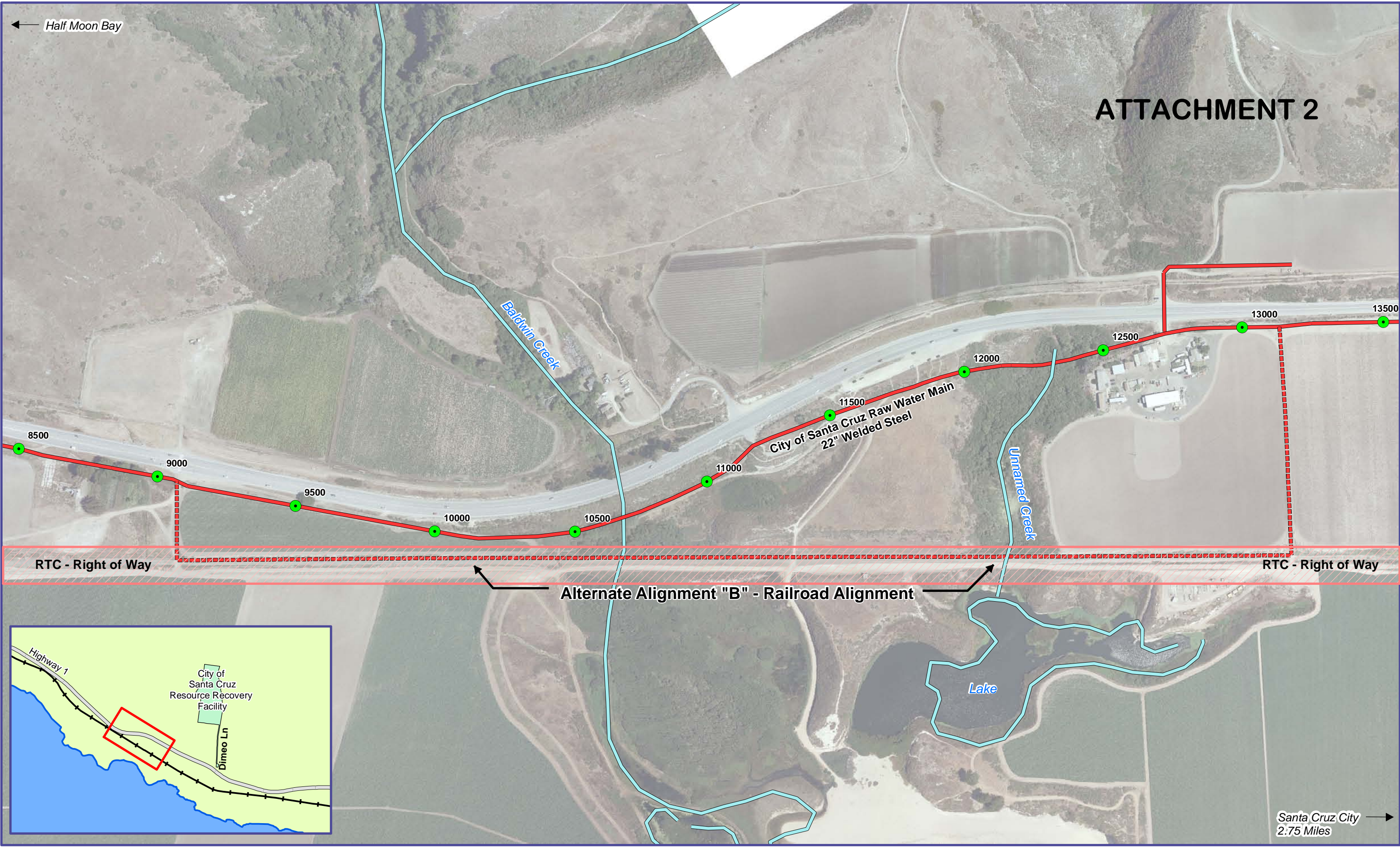
AYES: COMMISSIONERS
NOES: COMMISSIONERS
ABSTAIN: COMMISSIONERS
ABSENT: COMMISSIONERS

Don Lane, Chair

ATTEST:

George Dondero, Secretary

ATTACHMENT 2



North Coast System Rehab - Phase 3 Coast Segment
Highway 1 Segment

Date: 2/11/2013



ATTACHMENT 3

PIPELINE CROSSING AGREEMENT

Mile Post: 26.34 and 25.60 __, Santa Cruz Industrial Lead Subdivision/Branch
Location: Santa Cruz, Santa Cruz County, California

THIS AGREEMENT (“Agreement”) is made and entered into as of _____, 2015, (“Effective Date”) by and between SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (SCCRTC) (**THE RAILROAD**) (“Licensor”) and **the City of Santa Cruz, a charter city duly formed and organized pursuant to the constitution and laws of the State of California**, to be addressed at (Santa Cruz Water Department, 212 Locust Street, Santa Cruz, CA 95060) (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS

FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the Administrative Handling Charge in Article 2 below to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate those pipelines (the “Pipeline”) for water transmission across Licensor’s track(s) and property in the location shown and in conformity with the dimensions and specifications indicated on the print dated June 9, 2015 and marked **Exhibit A**, and more particularly described in **Exhibit B**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than the above mentioned purposes, and the Pipeline shall not be used to convey any substance or object other than water, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Licensor digital imagery depicting the Pipeline crossing, Licensee authorizes Licensor to use the digital imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Agreement, the Licensee shall pay to the Licensor an Administrative Handling Charge of Two Thousand Five Hundred Dollars (\$2,500.00) for clerical, administrative and handling expense in connection with processing this Agreement, along with an Impact Fee of Forty One Thousand Eight Hundred Fifty Dollars (\$41,850.00). The Impact Fee is in place to compensate the Licensor for impacts to the premises.

Additionally, a one-time document review fee of **\$2,500.00** will be paid to Santa Cruz & Monterey Bay Railway.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit A**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of this Agreement, Licensee shall fully comply with the insurance requirements described in **Exhibit D**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this Agreement immediately.

C. If the Licensee is subject to Federal and State statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit D** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that it has reviewed the requirements of **Exhibit D**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

In the event that Licensee for any reason fails to return the property to the Licensor in as good or better condition, or fails to return the railway in serviceable condition at the expiration of this term, then an additional fee of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) per day will be paid to Licensor until the site is returned to serviceable condition.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF,

Licensors has executed this Agreement as of the _____ day of _____, 20_____.

Licensee has executed this Agreement as of the _____ day of _____, 20_____.

License accepted as stipulated herein: CITY OF SANTA CRUZ _____	License granted as stipulated herein: SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (SCCRTC) _____
Martin Bernal, City Manager Date	George Dondero, Executive Director Date
APPROVED AS TO FORM: _____	APPROVED AS TO FORM: _____
Anthony Condotti, City Attorney Date	SCCRTC Counsel Date
	APPROVED AS TO INSURANCE: _____
	Risk Management Date
	FOR APPROVAL: _____
	Real Property Date
	CONSENT TO APPROVAL: _____
	Santa Cruz & Monterey Bay Railway Date

EXHIBIT A-Project Description and Design Drawings

Overview: At Station 92+80, the proposed pipeline would turn south/southeast to follow an existing access road within Wilder Ranch State Park (Station 00+00 to Station 02+50). It would then cross under the Santa Cruz Branch line railroad tracks via jack and bore (Station 02+50 to Station 03+50) and turn east extending approximately 3,900 feet within Santa Cruz County Regional Transportation Commission (SCCRTC) right-of-way (Station 03+50 to Station 42+00). At approximately Station 42+50, the proposed pipeline would turn north, cross under the railroad tracks via jack and bore and continue north within State Parks land for approximately 750 feet to connect to the main alignment along the south side of Highway 1 (Station 50+94/133+50). All permanent facilities will be constructed within a 20-foot wide strip of land, more formally described in Exhibit B.

Horizontal Augur Bore: Where the new waterline crosses underneath the rail road tracks at mile posts 26.34 and 25.60 the work will be accomplished by horizontal augur bore trenchless construction method. This construction method will entail excavation of a launch and receiving pit, on either side of the tracks. The pits will be located between 75 to 100-feet back from the tracks. The launch pit will be approximately 40-feet long, by 10-feet wide and the receiving pit will be 10-feet by 10-feet. The pits will range from 10 to 15-feet in depth. Once the pits are excavated and shored, the augur bore machine will be set, and tunneling will commence. As the 40-inch shaft is augured, a ½-inch thick steel casing will be advanced to keep the shaft from collapsing. Once the shaft is complete, the tooling will be retracted, and the 24-inch C905 PVC carrier pipe will be pulled into place. Finally the PVC carrier will be grouted in place to fill the annular space between the steel casing and PVC carrier pipe.

Open Trench Construction: Approximately 3,900 linear feet of 24-inch PVC pipeline will be installed parallel and south of the tracks. The pipe will maintain a minimum of 25-feet separation from the edge of track. The pipe will be buried a minimum of 4-feet deep, and will be constructed by open trench excavation. After placement of the pipe, it will be backfilled with sand and compacted material.

REFERENCE: North Coast System Rehabilitation Project-Phase 3 Design Drawings dated: May 1, 2015

EXHIBIT B

Legal Descriptions and Exhibits Prepared by Sandis Consulting Engineers and dated:
June 9, 2015
See attached:

EXHIBIT C

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the Specifications or the additional requirements, the most restrictive will apply, subject to compliance with the Laws.

B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the reasonable satisfaction of the Licensor.

C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Chief Engineer, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Chief Engineer or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within Thirty (30) days after bills shall have been rendered therefore, all reasonable expenses incurred by the

Licensors in connection therewith, which expenses shall include all assignable costs.

D. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE/ SUPERVISION / FLAGGING / SAFETY.

A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

<p>STEPHEN J. HILL CHIEF ENGINEER 118 SOUTH CLINTON ST. SUITE 400 CHICAGO, IL 60661 (312) 384-0975 Hills@IowaPacific.com</p>	<p>BRETT WALLACE SC&MB RAILWAY GENERAL MANAGER 11 ALEXANDER ST., SUITE H WATSONVILLE, CA 95076 (806) 223-6692 <u>Wallaceb@IowaPacific.com</u></p>
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B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.

C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property.

D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within

twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until protection is provided against the movement of trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensor whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such reasonable expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty(30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with existing Santa Cruz & Monterey Bay Railway Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit E**, hereto attached, to ensure uniformity with

the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit E** to each of its employees before they enter the job site

H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.

I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.

B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

A. The Pipeline and all parts thereof within and outside of the limits of the property

of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.

D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.

E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. There are no known fiber optics on site.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, 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 the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

A. As used in this Section, "Licensor" includes other authorized railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW AND TO THE EXTENT CAUSED BY LICENSEE'S NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, OR THAT OF LICENSEE'S CONTRACTOR, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER;

6. LICENSEE'S BREACH OF THIS AGREEMENT.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

B. In addition to the provisions of subparagraph (A) above, this Agreement may be

terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

EXHIBIT D
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing Santa Cruz County Regional Transportation Commission (SCCRTC) as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Coverage For Certain Operations In Connection With Railroads” ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing “Santa Cruz County Regional Transportation Commission (SCCRTC)” as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee’s statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain “Railroad Protective Liability” insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of “JOB LOCATION” and “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

OTHER REQUIREMENTS

F. All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Licensee’s liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

SELF INSURANCE

K. Notwithstanding any of the foregoing insurance requirements, Licensor may waive any or all of the foregoing insurance requirements upon Licensee’s demonstration that Licensee is legally self-insured and pursuant to said self-insurance program meets or exceeds the foregoing insurance requirements.

EXHIBIT E

Safety Standards

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment.

- 15 feet of power operated tools.
 - 150 feet of jet blowers or pile drivers.
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs).
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A.** It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B.** All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C.** Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the

engine and properly secure the equipment against movement.

- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

June 14, 2015

Mr. Luis Mendez, Deputy Director
Santa Cruz County Regional Transportation Commission
1523 Pacific Avenue
Santa Cruz, California 95060

**Re: *Review Opinion of Appraisal Report
Proposed Pipeline License on the Santa Cruz Branch Line
In favor of the City of Santa Cruz Water Department***

Dear Mr. Mendez:

At your request I have made a brief review of the appraisal by Ronald Zeller, MAI, valuing the proposed pipeline crossing license/easement to be acquired from the SCCRTC's Santa Cruz Branch Line. The area impacted is 83,708 s.f. for a 20-foot wide, 4,100± foot long area to be used for the installation and maintenance of a buried water pipeline within the northern section of the Branch Line. The pipeline is intended to provide potable water to the City of Santa and will replace an existing aging pipeline.

After my review, I believe that Mr. Zeller's report was well written and properly presents appropriate methodology for the appraisal problem. It appears to be in conformity with requirements of the Uniform Standards of Professional Appraisal Practice [USPAP] and those of the Federal 'Uniform Act'.

Mr. Zeller's value conclusion of \$2.00/s.f. appears to be very reasonable. The 25% diminishment in value of is also reasonable in light of the following restrictions on full property usage: the pipeline will be buried beneath the pedestrian trail/bike path/rail line and will not present physical obstacles to pedestrians or bicyclists using the facility; it will require infrequent use for monitoring or maintenance, and; 3) if it has to be replaced, replacement would likely be seventy-five years or more in the future. With the exception of structural improvements and large plantings with root systems that might interfere with the pipeline, the planned uses of the pedestrian/bike trail should be able to be installed and maintained.

Mr. Luis Mendez
June 14, 2014
Page 2 of 2

In conclusion and without the benefit of a formal review, my professional opinion is that the amount of compensation reflected in the Zeller appraisal is 'fair and reasonable' for the property rights to be acquired.

If you need further clarification, please feel free to call. Thank you for thinking of me for this assignment.

Respectfully yours,

A handwritten signature in blue ink, appearing to read "Tim Landes". The signature is fluid and cursive, with a large initial "T" and a long, sweeping underline.

Tim Landes, SRWA
Sierra West Valuation, Inc.
California Certified Real Estate Appraiser #AG005980
(Certified until May 24, 2017)

AGENDA: June 25, 2015

TO: Regional Transportation Commission/Transportation Policy Workshop

FROM: Luis Pavel Mendez, Deputy Director

RE: Title VI Civil Rights Program & Language Assistance Plan

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt the attached resolution (Attachment 1) approving the draft Santa Cruz County Regional Transportation Commission Title VI Civil Rights Program and Language Assistance Plan (Exhibit A to Attachment 1).

BACKGROUND

The Regional Transportation Commission (RTC) receives funds from the federal government to perform federal and state required planning functions. The Civil Rights Act of 1964 states, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." In order to better ensure and document compliance with the Civil Rights Act, the Federal Transit Administration now requires transportation planning agencies to produce a civil rights program and language assistance plan.

DISCUSSION

In consultation with Caltrans District 5, RTC staff produced a draft civil rights program and language assistance plan and submitted it to Caltrans for review. The attached civil rights program and language assistance plan includes all of the components required by the FTA such as:

- Title VI Assurances
- Notification to beneficiaries
- Complaint procedures and forms
- Recording and reporting investigations, complaints and lawsuits
- Promotion of inclusive public participation
- Meaningful access to people with limited English proficiency
- Efforts to include minority representation in advisory bodies

Staff recommends that the Regional Transportation Commission (RTC) adopt the attached resolution (Attachment 1) approving the draft Santa

Cruz County Regional Transportation Commission Title VI Civil Rights Program and Language Assistance Plan (Exhibit A to Attachment 1). After full review by Caltrans Headquarters there may be some modifications to the program to fully ensure compliance with federal law and FTA guidance.

SUMMARY

To better ensure and document compliance with the Civil Rights Act, the Federal Transit Administration now requires transportation planning agencies to produce a civil rights program and language assistance plan. Staff produced a draft Title VI Civil Rights Program and recommends that the RTC adopt the attached resolution (Attachment 1) approving the Civil Rights program for the RTC.

Attachments:

1. Resolution approving the RTC Title VI Civil Rights Program

RESOLUTION NO. 32-15

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of June 25, 2015,
on the motion of Commissioner
duly seconded by Commissioner

**A RESOLUTION APPROVING THE SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION TITLE VI CIVIL RIGHTS PROGRAM AND LANGUAGE
ASSISTANCE PLAN**

WHEREAS, the Regional Transportation Commission (RTC), as the Regional Transportation Planning Agency (RTPA) for Santa Cruz County, is responsibly to comply with Title VI of the Civil Rights Act of 1964, including provisions detailed in the U.S. Department of Transportation's Federal Transit Administration Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Funding Recipients;" and,

WHEREAS, the RTC, in consultation with Caltrans, has prepared a Title VI Civil Rights Program and Language Assistance Plan to better ensure compliance with the Civil Rights Act of 1964;

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

1. The Santa Cruz County Regional Transportation Commission Title VI Civil Rights Program and Language Assistance Plan (Exhibit A) is hereby adopted; and,
2. The Executive Director is authorized to implement the Santa Cruz County Regional Transportation Commission Title VI Civil Rights Program and Language Assistance Plan to meet federal requirements and to implement the policies that may be necessary to comply with subsequent revisions to interpretations of the Civil Rights Act of 1964.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

Don Lane, Chair

ATTEST:

George Dondero, Secretary

Exhibit A: Title IV Civil Rights Program and Language Assistance Plan

Distribution: RTC Fiscal, Caltrans

DRAFT

Santa Cruz County Regional
Transportation Commission
Title VI Civil Rights Program
& Language Assistance Plan

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RTC Title VI Civil Rights Program

Plan Statement:

The following Title VI Civil Rights Program was developed to guide the Santa Cruz County Regional Transportation Commission (RTC) in its administration and management of Title VI-related activities, and details how RTC meets the requirements as set forth in FTA Circular 4702.1B.

Section 601 under Title VI of the Civil Rights Act of 1964 states the following:

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Policy:

RTC is committed to ensuring that no person on the basis of race, color, or national origin will be excluded from participation or subjected to discrimination with regard to the transportation planning and programming activities conducted by RTC’s employees, affiliates, and contractors.

Governing Board:

The governing board for RTC is made up of twelve members. The five members of the Santa Cruz County Board of Supervisors, one representative appointed by each of the four incorporated cities, and three appointed by the Santa Cruz Metropolitan Transit District. In addition, there is one ex-officio member representing Caltrans District 5.

General Reporting Requirements:

Chapter III of FTA Circular 4702.1B addresses the general reporting requirements for recipients and sub-recipients of Federal Transit Administration (FTA) funding to ensure that their activities comply with Department of Transportation (DOT) Title VI regulations. Below are summaries of each requirement and how RTC’s Title VI Program fulfills that requirement.

1. REQUIREMENT TO PROVIDE TITLE VI ASSURANCES

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with DOT’s Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances to FTA.

RTC annually submits its Certifications and Assurances to the California Department of Transportation.

2. REQUIREMENT TO PREPARE AND SUBMIT A TITLE VI PROGRAM

Sub-recipients shall submit Title VI Programs to the primary recipient from whom they receive funding in order to assist the primary recipient in its compliance efforts.

RTC developed this Title VI Civil Rights Program, which will be approved by resolution and submitted to the California Department of Transportation. The effective date will be the date of the resolution, June 25, 2015.

3. REQUIREMENT TO NOTIFY BENEFICIARIES OF PROTECTION UNDER TITLE VI

The Title VI Program shall include recipient's Title VI notice to the public that indicates the recipient complies with Title VI, informs members of the public of the protections against discrimination afforded to them by Title VI, and includes a list of locations where the notice is posted.

Appendix 1 of this RTC Title VI Program is the public Title VI Notice to Beneficiaries consistent with the guidelines of Circular FTA C 4702.1B, Appendix B.

4. REQUIREMENT TO HAVE TITLE VI COMPLAINT PROCEDURES AND A COMPLAINT FORM

All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public. Recipients must also develop a Title VI complaint form, and the form and procedure for filing a complaint shall be available on the recipient's website.

Appendix 2 of this RTC Title VI Program is the RTC's Title VI Complaint Procedures, and Appendix 3 is a copy of RTC's Title VI Complaint form.

The complaint procedures and form will be available in English and Spanish on RTC's website, www.sccrtc.org. Individuals who do not have access to the internet may request that the RTC mail them a paper copy of the complaint procedures and form.

5. REQUIREMENT TO RECORD AND REPORT TRANSPORTATION-RELATED TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS

In order to comply with the reporting requirements of 49 CFR Section 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations conducted by entities other than FTA; lawsuits; and complaints naming the recipient. This list shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint.

RTC will maintain a list of all investigations, lawsuits and complaints naming RTC consistent with the guidelines of Circular FTA C 4702.1B, Appendix E. A copy of this list is provided in Appendix 4 of this RTC Title VI Program. In addition, RTC will maintain permanent records of all related documents. RTC has not received any Title VI complaints of discrimination and therefore does not have any investigations or lawsuits to report.

6. REQUIREMENT TO PROMOTE INCLUSIVE PUBLIC PARTICIPATION

The content and considerations of Title VI, the Executive Order on Limited English Proficiency (LEP), and the DOT LEP Guidance shall be integrated into each recipient's established public

participation plan or process (i.e., the document that explicitly describes the proactive strategies, procedures, and desired outcomes that underpin the recipient's public participation activities).

The RTC is a member of the Association of Monterey Bay Area Governments (AMBAG). AMBAG is the metropolitan planning organization covering Santa Cruz County. The RTC participates in the development and implementation of the public participation plan for the AMBAG region. The RTC's public participation plan activities included in the AMBAG public participation plan are shown in Appendix 5 of this RTC Title VI Program. RTC ensures that minority and LEP populations, as with all members of the public, will be empowered to participate in decisions involved with RTC's transportation planning and programming activities.

7. REQUIREMENT TO PROVIDE MEANINGFUL ACCESS TO LEP PERSONS

Consistent with Title VI of the Civil Rights Act of 1964, DOT's implementing regulations, and Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (65 FR 50121, Aug. 11, 2000), recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited-English proficient (LEP).

Please see RTC Language Assistance Plan attached to this Title VI Program. RTC's Four Factor Analysis and Action Plan are contained therein.

8. MINORITY REPRESENTATION ON PLANNING AND ADVISORY BODIES

Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, "deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program." Recipients that have transportation-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

Appendix 6 shows RTC's Table Depicting Minority Representation on Committees and Councils Selected by RTC.

9. REQUIREMENT TO PROVIDE ADDITIONAL INFORMATION UPON REQUEST

FTA may request, at its discretion, information other than that required by this Circular from a recipient in order for FTA to investigate complaints of discrimination or to resolve concerns about possible noncompliance with DOT's Title VI regulations.

RTC will fully cooperate with any FTA investigation of discrimination complaints as required by Title VI regulations.

Appendix 1: Title VI Notice to Beneficiaries

The Santa Cruz County Regional Transportation Commission (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 who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with RTC.

For more information on RTC's Civil Rights Program and the procedures to file a complaint, contact (831)460-3200; go online at www.sccrtc.org; or visit our administrative office at 1523 Pacific Avenue, Santa Cruz, CA 95060.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

This notice is posted in the RTC office, 1523 Pacific Avenue, Santa Cruz, CA and on the RTC website: www.sccrtc.org. In addition, a summarized version of this notice will be included in agendas for meetings of the RTC as follows:

The RTC operates its programs and services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person believing to have been aggrieved by the RTC under Title VI may file a complaint with RTC by contacting the RTC at (831) 460-3212 or 1523 Pacific Avenue, Santa Cruz, CA 95112 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.

Appendix 2: Title VI Complaint Procedures

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the Santa Cruz County Regional Transportation Commission (hereinafter referred to as "RTC") may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form. RTC investigates complaints received no more than 180 days after the alleged incident. RTC will process complaints that are complete.

Complaints must be in writing and signed by the complainant on the form provided. Complaints must include the complainant's name, address, and phone number and be detailed to specify all issues and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color or national origin. Title VI Complaints of Discrimination may be filed with:

RTC
Attn: Title VI Coordinator
1523 Pacific Avenue
Santa Cruz, CA 95060

Once the complaint is received, RTC will review it to determine if its office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by RTC.

RTC has 30 days to investigate the complaint. If more information is needed to resolve the case, RTC may contact the complainant. The complainant has 15 business days from the date of the letter to send requested information to RTC. If RTC is not contacted by the complainant or does not receive the additional information within 15 business days, RTC can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After RTC reviews the complaint, it will issue one of two letters to the complainant: a closure letter or a Letter of Finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Avenue SE, Washington, DC 20590.

Appendix 3: Title VI Complaint Form

Section 601, under Title VI of the Civil Rights Act of 1964 states, that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." **If you feel you have been discriminated against, please provide the following information in order to assist RTC in processing your complaint.**

SECTION 1 (Please print clearly):

Name: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____ (Home) _____ (Work)
Accessible format requirements? ____ (Large print) ____ (Audiotape) ____ (TDD) ____ (Other)

SECTION 2

Are you filing this complaint on your own behalf? ____ (Yes) ____ (No)

If you answered yes to this question, go to Section 3.

If not, please supply the name and relationship of the person for whom you are complaining:

Name: _____ Relationship: _____

Please explain why you have filed for a third party: _____

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of the third party. ____ (Yes) ____ (No)

SECTION 3

I believe the discrimination I experienced was based on (check all that apply):

_____ Race _____ Color _____ National Origin

Date and Place of Occurrence: _____

Name (s) and Title(s) of the person (s) who I believe discriminated against me:

The action or decision which caused me to believe I was discriminated against is as follows:

(Please include a description of what happened and how your benefits were denied, delayed or affected):

Please list any and all witnesses' names and phone numbers:

What type of corrective action would you like to see taken?

SECTION 4

Have you previously filed a Title VI complaint with this agency? _____(Yes) _____(No)

SECTION 5

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State Court? _____(Yes) _____(No)

If yes, check all that apply:

Federal Agency____ Federal Court____ State Agency____ State Court ____ Local Agency____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:_____ Title:_____

Agency:_____

Address:_____

Telephone Number:_____

You may attach any written materials or other information that you think is relevant to your complaint.

I believe the above information is true and correct to the best of my knowledge.

Signature and date required below:

Signature

Printed Name

Date

Please submit this form in person at the address below or mail this form to:

RTC Title VI Coordinator
1523 Pacific Avenue
Santa Cruz, CA 95060

Appendix 4: List of Transit-Related Title VI Investigations, Complaints, and Lawsuits

Per FTA Circular 4702.1B, “all recipients are required to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin”:

- Active investigations conducted by FTA and entities other than FTA
- Lawsuits; and
- Complaints naming the recipient

Thus far, RTC has not received Title VI Investigations, Complaints or Lawsuits. Below is the list that will be used for tracking these incidents:

Investigations, Lawsuits and Complaints

	Date (Month, Day, Year)	Summary (Include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

Appendix 5: Public Participation Plan Activities

Public involvement is a major component of the transportation planning and programming processes. RTC makes a concerted effort to solicit public input from all Santa Cruz County residents, including under-represented groups, in many aspects of transportation planning within Santa Cruz County. The following table provides a list of the activities that the RTC undertakes to try to ensure the participation of the entire Santa Cruz County community in the work of the RTC.

Item	Frequency	Web	Email	Mail	Media	Other
SCCRTC Meetings/ Agenda Packets	1-2 times per month, second meeting in a workshop format	Posted 3-6 days prior to meeting	Notification sent to distribution list and interested parties (e-news) when packet posted on web	Packet mailed to Commissioners and major libraries.	Main meeting is televised and rebroadcast on Community TV, media notified by email when packet is posted on web	Meetings are held throughout the County; hard copy of packet available in agency office, major libraries and some partner agency offices
SCCRTC Actions	As needed for high profile program/project decisions	Press release and/or news feed posted	Notification to interested parties (e-news), if appropriate	None generally	Press release distributed before and/or after key SCCRTC actions (meeting)	Notification included in committee packets as appropriate
SCCRTC Highlights	Following main monthly meeting	Posted day or two following meeting	Notification sent to city council members, transit district board members, media, chambers of commerce and SCCRTC committee members	None	(see email)	--
Public Hearings	As needed for high profile program/project decisions	Notice posted 10 days or more prior to hearing, materials posted	Notification to interested parties (e-news) and those who receive the	(see SCCRTC packets)	Press release sent 1-2 weeks in advance, media advisory sent the	Notification included in committee packets as appropriate, signs may also be placed on

		with packet (at least 4 days prior)	SCCRTC packets		day before if a public event, paid ads may also be placed 1-2 weeks in advance	A-frame barricades on major thoroughfares.
Correspondence from the Public	Varies	Entry included in correspondence log posted with packets	If correspondence is received via email, it is acknowledged via email.	None	None	Correspondence addressing specific SCCRTC projects may be included with that item in the SCCRTC meeting packets.
SCCRTC Committees	Every 1-2 months	Packets posted on web	Packets emailed, notification about packet availability emailed to interested parties (e-news)	Packets mailed to committee members that request it, fees may apply per SCCRTC Rules and Regulations	None, unless included in an important recommendation to the SCCRTC	--
Approved SCCRTC plans, documents and/or project information	As available (examples would be completed environmental analyses, RTPs, feasibility analyses, Traffic Monitoring Reports, Regional Transportation Improvement Program (RTIP), etc.)	Plans, documents, info posted on the web	Link to posted document emailed to interested parties (e-news)	Documents mailed to major libraries, if public comment is solicited	Press release sent out when document available with information about the public hearing, if one planned	Hard copies available in RTC offices and public libraries, as appropriate.
Social Media	Several times per month	Post Facebook, Twitter, events, and videos, as available	None	None	None	--

<p>Language Assistance</p>	<p>Alternate formats (Spanish, hearing or sight impaired, etc) of various documents and materials are available as appropriate</p>	<p>The RTC website has Spanish translation options and will be fully accessible for disabled users.</p>	<p>Currently limited</p>	<p>Currently limited</p>	<p>Coordinate with, submit media releases to, and include ads and announcements in Spanish language media, as appropriate</p>	<p>Agendas for public include notice in Spanish of availability of interpreter for those who require Spanish language assistance to participate</p>
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Website: www.sccrtc.org Phone: 831 460-3200 Fax: 831 460-3215 E-mail: info@sccrtc.org

Appendix 6: Table Depicting Minority Representation on Committees and Councils Selected by RTC

This is a required table depicting racial breakdown of transit-related, non-elected planning boards, advisory councils or committees. Also a description of efforts made to encourage minority participation. The RTC has two citizens advisory committees. These are the Bicycle Transportation Advisory (Bike) Committee and the Elderly and disabled Transportation Advisory Committee (E&D TAC). The E&D TAC also serves as the local Social Services Transportation Advisory Council.

Body	Caucasian	Hawaiian/ Pacific Islander	African American	Asian American	Native American	Other
Population	72.49%	0.13%	1.05%	4.24%	0.86%	21.23%
E&D TAC	90%				10%	
Bike Comm	100%					

Language Group	English	Spanish	Other Indo European	Asian & Pacific Is	Other
Population	67.7%	26.0%	2.9%	3.1%	0.3%
E&D TAC	100%				
Bike Comm	100%				

The RTC's Elderly and Disabled Transportation Advisory Committee is composed of 15 membership positions as follows:

<u>Representatives of:</u>	<u># of members</u>
potential transit users who are 60 years of age or older*	1
potential users who have a disability*	1
local social service providers for seniors*, potentially including one representative of the Santa Cruz County Seniors Commission	2
local social service providers for people with disabilities*, potentially	2

including one representative of the Santa Cruz County Commission on Disabilities

local social service provider for persons of limited means* 1

for each of the five supervisorial districts, 5
the elderly, persons with disabilities and/or persons of limited means

Santa Cruz County Consolidated Transportation Service Agency (CTSA) 2

Santa Cruz Metropolitan Transit District (Metro) 1

The Bicycle Transportation Advisory Committee is composed of 11 membership positions as follows:

One person representing each of the five supervisorial districts 5

One person representing each of the four cities 4

A representative of Bike to Work 1

A representative of the Community Traffic Safety Coalition 1

The RTC periodically recruits for participation in its advisory committees in effort to keep membership positions filled and encourage participation from all segments of the Santa Cruz County community. Recruitment efforts include outreach materials and ads in English and Spanish.

Appendix 7: Employee Education Form

Title VI Policy

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of RTC and its affiliates are expected to consider, respect, and observe this policy. Citizen questions or complaints shall be directed to the RTC Title VI Coordinator.

Appendix 8: Acknowledgement of Receipt of Title VI Plan

I hereby acknowledge receipt of RTC's Title VI Plan. I have read the plan and am committed to ensuring that no person is excluded from participation in, or denied the benefits or services delivered by the RTC on the basis of race, color, or national origin, as protected by Title VI.

Your signature

Print your name

Date

Appendix 9: Letter Acknowledging Receipt of Title VI Complaint

Today's Date

Ms. Jane Smith
1234 Main St.
Capitola, CA 95060

Dear Ms. Smith:

This letter is to acknowledge receipt of your complaint against RTC alleging

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning (831) 460-3200, or write to:

Santa Cruz County Regional Transportation Commission
Attn: Title VI Coordinator
1523 Pacific Avenue
Santa Cruz, CA 95060

Sincerely,

RTC Title VI Coordinator

Appendix 10: Letter of Finding (Notifying Complainant that Complaint Is Substantiated)

Today's Date

Ms. Jane Smith
1234 Main St.
Capitola, CA 95060

Dear Ms. Smith:

The matter referenced in your letter of _____ (date) against RTC alleging a Title VI violation has been investigated.

(An/Several) apparent violation(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter (was/were) identified. Efforts are underway to correct these deficiencies.

Thank you for bringing this important matter to our attention. Your input was helpful during our review of this matter. ***(If a hearing is requested, the following sentence may be appropriate.)*** You may be hearing from this office, or from Federal authorities, if your services should be needed during the administrative hearing process.

Sincerely,

RTC Title VI Coordinator

Appendix 11: Closure Letter (Notifying Complainant that the Complaint Is Not Substantiated)

Today's Date

Ms. Jane Smith
1234 Main St.
Capitola, CA 95060

Dear Ms. Smith:

The matter referenced in your complaint of _____ (date) against the Santa Cruz County Regional Transportation Commission (RTC), alleging _____ has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964, have in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving Federal financial assistance.

RTC has analyzed the materials and facts pertaining to your case for evidence of RTC's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to appeal this decision within thirty calendar days of receipt of this final written decision from RTC.

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to contact me.

Sincerely,

RTC Title VI Coordinator

RTC Language Assistance Plan

Background

The purpose of this Language Assistance Plan is to clarify the responsibilities of RTC, as a recipient of federal financial assistance from the U.S. Department of Transportation (DOT), to persons with Limited English Proficiency (LEP), pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. It was prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance.

Executive Order 13166

Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 11, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice's (DOJ's) Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964--National Origin Discrimination Against Persons With Limited English Proficiency." (See 65 FR 50123, August 16, 2000 DOJ's General LEP Guidance.) Different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination.

Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies and governments (such as RTC), private and non-profit entities, and sub-recipients.

Plan Summary

RTC has developed this Language Assistance Plan (LAP) to help identify reasonable steps to provide language assistance for LEP persons who seek meaningful access to RTC services as required by Executive Order 13166. As defined by this order, a person with Limited English Proficiency is one who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English.

This plan details procedures for identifying a person who may need language assistance, the ways in which assistance may be provided, staff training, how to notify LEP persons that assistance is available, and potential future updates to the plan.

Four Factor Analysis

The U. S. Department of Transportation (DOT) issued its Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficient (LEP) Persons [Federal Register: December 14, 2005 (Volume 70, Number 239)]. This policy states that DOT recipients are required to take reasonable steps to ensure meaningful access to programs by LEP persons. This coverage extends to the recipient's entire program.

There are four factors for agencies to consider when assessing language needs and determining what steps they should take to ensure access for LEP persons, regardless of whether or not the agency chooses not to prepare a written LEP plan. A brief description of the self-assessment undertaken in each of these areas follows.

In developing the plan, RTC undertook a four factor analysis as required by U.S. DOT. This considers the following factors:

- 1) The number or proportion of LEP persons eligible to be served or likely to be encountered by RTC.
- 2) The frequency with which LEP persons come into contact with RTC programs, activities, or services;
- 3) The nature and importance of the programs, activities or services provided by RTC to the population; and
- 4) The resources available to RTC for LEP outreach, as well as the costs associated with that outreach.

A summation of these considerations is provided in the following section.

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by RTC.

In order to understand the proportion of LEP persons eligible to be served or likely to be encountered by RTC, RTC examined the 2013 American Community Survey Estimates: Language Spoken at Home by Ability to Speak English for the Population 5 years and Over; State & County Quick Facts for Santa Cruz County, California.

The 2013 Community Survey Estimates for Santa Cruz County, show a population of 253,575 for individuals 5 years and over.

Using the percentages in “Languages Spoken At Home” from the *2013 American Community Survey Estimates*, RTC has determined the following about Santa Cruz County’s population over age 5 in the service area:

- 67.7% or 171,670 people speak English only.
- Approximately 32.3% or 81,905 people speak a language other than English, of whom 40.2% or an estimated 32,926 people speak English less than “very well”.
- The largest proportion of non-English speaking language groups is Spanish with 26.0% or an estimated 65,930 people, of whom 44.1% or 29,075 of speak English less than “very well”.
- 2.9% or an estimated 7,354 people speak Other Indo-European languages, of whom 17.9% or 1,316 people speak English less than “very well”.
- 3.1% or an estimated 7,861 people speak Asian and Pacific Island languages, of whom 29.7% or 2,335 people speak English less than “very well”.

DOT has adopted Department of Justice’s Safe Harbor Provision, which outlines circumstances that can provide a “safe harbor” for recipients regarding translation of written materials for LEP populations. “The ‘Safe Harbor Provision’, as defined by Department of Justice, stipulates that if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent

(5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations.”

RTC further examined specific languages using the 2013 American Community Survey Estimates: Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over. This data allowed RTC to determine whether those speaking languages other than Spanish fall under the 'Safe Harbor Provision.' All language groups other than Spanish have estimated populations of less than 1,000 persons and less than 5% of the total population. RTC will further examine providing services to these language groups in future reviews of the Title VI Program.

2. The frequency with which LEP persons come into contact with RTC programs, activities, or services.

RTC regularly assesses the frequency at which staff have, or could possibly have contact with LEP persons. RTC staff have had some interactions with Spanish speakers during the planning and programming processes.

3. The nature and importance of the programs, activities or services provided by RTC to the population.

Access to the transportation planning and programming processes are essential service for RTC's residents. RTC's 'transit-dependent' population includes elderly persons, people with disabilities, youth, and individuals below the poverty line and without vehicles.

According to the 2013 American Community Survey Estimates: Selected Social Characteristics in the United States, the largest geographic concentration of LEP individuals in RTC's service area is Spanish-speaking.

4. The resources available to RTC for LEP outreach, as well as the costs associated with that outreach.

RTC has assessed its available resources that could be used for providing LEP assistance. RTC makes provision to have translators available at public meetings when such services are requested. When advertised public hearings or workshops are held RTC hires translators to be available in case anyone attends who needs Spanish language assistance to fully participate. RTC has staff members who are very proficient in Spanish language and can perform as translators when hired translators are not available.

Language Assistance Plan Outline

After analyzing the four factors, RTC developed the following Language Assistance Plan to assist persons of Limited English Proficiency.

How RTC staff may identify an LEP person who needs language assistance:

- Examine records of requests for language assistance from past meetings and events to determine the possible need for assistance at future events;
- Agendas for RTC meetings provide a notice that translation services will be provided if requested;

- For advertised public hearings and workshops, RTC hires Spanish translators to be present at the events and announces their presence at the beginning of the event;
- Survey staff, on an annual basis at the beginning of each fiscal year regarding their experience on having any direct or indirect contact with LEP individuals.

Language Assistance Measures

RTC will continue to include a notice in its meeting agendas stating that Spanish interpreter services will be provided upon request.

RTC will continue to provide Spanish interpreters for advertised public hearings and workshops and include a notification in the outreach materials and agendas for those events that such services will be available.

RTC staff, who are fluent in Spanish, will continue to be available for Spanish language communication with the community as needed.

When an interpreter is needed, in person or on the telephone, RTC staff will first attempt to determine what language is required, and then seek services of a staff interpreter, or authorized interpreter for hire or utilize the telephone interpreter service - Language Line Services at <http://www.language.com/>.

RTC Staff Training

All RTC staff will be provided with the LAP Plan and will be educated on the following procedures. This information will also be part of the staff orientation process for new hires. Training topics are listed below:

- Understanding the Title VI policy and LEP responsibilities;
- Language assistance services RTC offers;
- Who the Spanish speaking staff members are and how to contact them when needed;
- Who the authorized translators and interpreters for hire are and how to enlist their services when needed;
- How to use the "Language Line" interpretation and translation services;
- Documentation of language assistance requests;
- How to handle a Title VI and/or LEP complaint.

Outreach Techniques

RTC will use the following outreach techniques:

- When staff will be hosting a meeting or workshop or will be presenting a pertinent topic, all meeting notices and flyers and agendas will give notice that interpretation services can be provided.
- RTC will continue to send notices of meetings, public hearings, workshops and other events to Spanish media outlets.
- RTC will continue to place ads and public service announcements in Spanish media outlets as necessary for RTC programs and projects.
- When running a general public meeting notice, staff will state that a translator will be available in Spanish, or in another language as determined to be necessary.

Monitoring and Updating the Language Assistance Plan

RTC's Language Assistance Plan is designed to be easily updated. At a minimum, RTC will follow the Title VI Program update schedule of submission every three years.

Each update of the LEP Plan will examine plan components including:

- How many LEP persons were encountered annually?
- Were the needs of these LEP persons met?
- What is the current LEP population in RTC's service area?
- Is a change needed in the types of language translation services provided?
- Is there still a need for continued language assistance for previously identified RTC programs? Are there other programs that should be included?
- Have RTC's available resources, such as technology, staff, and financial costs changed?
- Has RTC fulfilled the goals of the LAP Plan?
- Were any complaints received?

Dissemination of RTC Language Assistance Plan

RTC will include the Language Assistance Plan along with the Title VI Program on the RTC website (www.sccrtc.org). Any person, including social service, non-profit, and law enforcement agencies and other community partners with internet access, will be able to access the plan. Copies of the Language Assistance Plan will be provided, on request, to any person(s) requesting the document via phone, in person, by mail or email. LEP persons may obtain copies/translations of the plan upon request.

Any questions regarding this plan should be directed to RTC Title VI Coordinator:

RTC Title VI Coordinator
1523 Pacific Avenue
Santa Cruz, CA 95060
Phone: (831) 460-3200