Santa Cruz County
Regional Transportation Commission

AGENDA

Thursday, September 4, 2025
9:00 a.m.

In-Person Meeting
Watsonville City Council Chambers
275 Main Street, Fourth Floor
Watsonville, CA 95076

Alternative Remote Location
231 Oakes Road, Santa Cruz, CA 95064

Remote Participation (see page 5 for more information)
RTC Zoom
https://us02web.zoom.us/j/89597173447
Dial-in: +1 312 626 6799
Webinar ID: 895 9717 3447

Accessibility: See last page for details.
En Español: Para servicios de traducción al español, diríjase a la última página.
Agendas Online: https://sccrtc.org/meetings/commission/agendas/

COMMISSION MEMBERSHIP

City of Capitola	Gerry Jensen
City of Santa Cruz	Fred Keeley
City of Scotts Valley	Steve Clark
City of Watsonville	Eduardo Montesino
County of Santa Cruz	Felipe Hernandez
County of Santa Cruz	Justin Cummings
County of Santa Cruz	Kimberly DeSerpa
County of Santa Cruz	Manu Koenig
County of Santa Cruz	Monica Martinez
Santa Cruz Metropolitan Transit District	Rebecca Downing
Santa Cruz Metropolitan Transit District	Fabian Leonor
Santa Cruz Metropolitan Transit District	Vanessa Quiroz-Carter
Caltrans (ex-officio)	Scott Eades

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

1. Roll call

2. Consider AB2449 Just Cause and Emergency Circumstances requests

3. Additions or deletions to consent or regular agendas

4. Oral communications

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

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

CONSENT AGENDA

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

MINUTES

5. Approve draft minutes of the August 7, 2025 Regional Transportation Commission meeting and the August 7, 2025 Regional Transportation Commission special meeting

6. Accept draft committee meeting minutes

    a. August 12, 2025 Elderly & Disabled Transportation Advisory Committee
    b. August 21, 2025 Interagency Technical Advisory Committee

POLICY ITEMS

No consent items

PROJECTS and PLANNING ITEMS

7. Accept update on Highway 1 41st Avenue to Soquel Auxiliary Lanes and Bus-on-Shoulder Project Construction Support Cost Overruns Verification

8. Approve authorizing the Executive Director to enter into a contract with EcoSystems West for consultion with environmental resource agencies on behalf of the RTC to secure permits for maintenance and preservation activities on the Santa Cruz Branch Rail Line (**Resolution**)

9. Accept report on Santa Cruz County GO BIKE! Bicycle Incentive Program

BUDGET AND EXPENDITURES ITEMS

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

11. Accept status report on Measure D revenues

12. Approve authorizing the Executive Director to negotiate and award a contract to Moss, Levy, & Hartzheim LLP for financial audit services (**Resolution**)

13. Approve programming State of Good Repair funds, amending the FY 2025-26 budget, and authorizing the Executive Director to execute documents as may be required (**Resolution**)

ADMINISTRATION ITEMS

14. Accept Measure D Taxpayer Oversight Committee report regarding Fiscal Year 2023/24 expenditures and audits

15. Approve the City of Santa Cruz's Pacific Beach Roundabout funding request for Transportation Development Act (TDA) funds and approve the County of Santa Cruz's Highway 152/Holohan Road Intersection Project funding request for TDA funds (**Resolutions**)

16. Approve authorizing the Executive Director to negotiate and award a contract to Foster and Foster for Professional Actuarial Services (**Resolution**)

17. Approve authorizing the Executive Director to amend an agreement with Lotus Financial Solution, Inc. for Finance and Budget Special Advisor Support (**Resolution**)

INFORMATION/OTHER ITEMS

18. Accept monthly meeting schedule

19. Accept correspondence log

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

21. Accept information items - *none*

REGULAR AGENDA

22. Commissioner Reports – oral reports

23. Proclamation for a Week Without Driving
(Commissioner Downing, Santa Cruz Metropolitan Transit District)

    a. Resolution
    b. Flyer

24. Director's Report – oral report
(Sarah Christensen, Executive Director)

25. Caltrans Report

    a. Santa Cruz County project updates

26. Highway 1 State Park to Bay/Porter Auxiliary Lanes and Bus on Shoulder Project Amendment to Construction Cooperative Agreement with Caltrans, Amendment to Measure D Five-Year Program of Projects for Highway Corridors Category, Amendment to Fiscal Year 2025-26 Budget, and Authorization to Secure Short Term Financing
(Amin AbuAmara, P.E., Director of Capital Projects and Brian Zamora, E.I.T., Assistant Transportation Engineer)

    a. Staff Report
    b. Resolution
    c. Letter from Caltrans for Additional Work

27. Measure D Active Transportation Expenditures and Financing Options
(Grace Blakeslee, Supervising Transportation Planner and Thomas Travers, Transportation Planner)

    a. Staff Report
    b. Measure D 5-year Plan

28. Review of items to be discussed in closed session

CLOSED SESSION

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

30. Conference with Labor Negotiators
(Pursuant to Government Code Section 54957.6)
Agency Designated Representative: Sarah Christensen
Employee Organization: RAMM

OPEN SESSION

31. Report on items discussed in closed session

32. Next meetings

The next RTC meeting is scheduled for Thursday, October 2, 2025 at 9:00a.m. at the Santa Cruz County Board of Supervisors Chambers, 701 Ocean Street, Room 525, Santa Cruz, CA 95060.

HOW TO REACH US

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

LIVE BROADCASTS

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

AGENDA PACKETS

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

COMMENTS FROM THE PUBLIC

Items on the agenda: Written comments received by 9:00 a.m. on Wednesday before the meeting will be posted to the RTC website by 2:00 p.m. that same afternoon to allow time for Commissioner review. The opportunity to make oral comments is offered prior to the discussion period of each item.
Items not on the agenda: Written comments on topics within the RTC's jurisdiction, but not on the agenda, that are received during the monthly correspondence period will be posted to a public document. The correspondence period cut-off is 12:00 p.m. on the second Monday prior to the RTC meeting. A link to that document is provided in the Correspondence

Log of that month's meeting. The opportunity to make oral comments to the Commission on such topics is offered during Oral Communications.

REMOTE PARTICIPATION

The public may participate in the meetings of the Regional Transportation Commission (RTC) in person or remotely via the provided Zoom link. If technical difficulties result in the loss of communication for remote participants, the RTC will work to restore the communication; however, the meeting will continue while efforts are being made to restore communication to the remote participants. Members of the public participating by Zoom are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Chair.

PARTICIPACIÓN REMOTAMENTE

El público puede participar en las juntas de la Comisión Regional de Transporte (RTC) en persona o remotamente a través del enlace Zoom proporcionado. Si problemas técnicos resultan en la perdida de comunicación con quienes participan remotamente, la RTC hará lo posible por restaurar la comunicación. Pero, la junta continuara mientras se hace lo posible por restaurar la comunicación con quienes participan remotamente. A los miembros del público que participan por Zoom se les indica que permanezcan en silencio durante los procedimientos y que hablen solo cuando se permitan comentarios públicos, después de solicitar y recibir el reconocimiento del presidente.

ACCESSIBILILTY

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

SERVICIOS DE TRADUCCIÓN/ TRANSLATION SERVICES

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

TITLE VI NOTICE TO BENEFICIARIES

The RTC operates its programs and services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person

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

AVISO A BENEFICIARIOS SOBRE EL TITULO VI

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

AGENDA: September 4, 2025

TO: Regional Transportation Commission (RTC)

FROM: Yesenia Parra, Administrative Services Officer

RE: Consider AB 2449 Just Cause and Emergency Circumstances Requests

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RECOMMENDATIONS

Staff recommends that the RTC receive information regarding Just Cause and approve Brown Act and Emergency Circumstances requests.

BACKGROUND

Prior to the Governor's Emergency Order related to COVID 19, the Brown Act allowed the use of teleconferencing with strict requirements. These requirements included the following:

- All votes must be taken by roll call vote.
- Each teleconference location must be listed on the agenda, have an agenda posted, be accessible to the public and offer an opportunity for public comment and;
- A quorum of the members must participate from locations within the public entity's boundaries.

On September 13, 2022, California Governor Gavin Newsom signed into law Assembly Bill (AB) 2449 (Rubio), which went into effect on January 1, 2023. The statute incorporates the aforementioned traditional teleconferencing under the Brown Act as well as some new and limited provisions for teleconferencing.

DISCUSSION

Under AB 2449, Commissioners who wish to participate in Commission meetings and vote on items remotely may do so for no more than three consecutive months or 20% of the agency's regular meetings within a calendar year. If the legislative body regularly meets less than 10 times a year, a member may not participate remotely for more than two meetings.

1. Just Cause, defined as:

- Care of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
- A contagious illness that prevents a member from attending in person.
- A need related to a physical or mental disability as defined by statute.
- Travel while on official business of the RTC or another state or local agency.
- The board does not need to vote on a "just cause" exception.

2. Emergency Circumstances

- A physical or family medical emergency that prevents a member from attending in person.
- A member must provide a general description of the circumstances relating to the need to appear remotely at the given meeting (not exceeding 20 words). The medical condition does not need to be disclosed.
- The RTC must take action to approve a request to participate remotely due to an emergency circumstance at the start of the meeting.

AB 2449 also adds the following requirements.

1. Both "just cause" and "emergency circumstances" require a quorum of members to be in a physical location that is within the jurisdiction and is accessible to the public.
2. Teleconference procedures may not be used by a member of the legislative body to teleconference for a period of more than three consecutive months or 20% of the regular meetings within a calendar year.
3. Votes must be taken by Roll Call.
4. Members participating remotely may not turn their camera off.
5. Members must publicly disclose whether any individual over the age of 18 is present with the member and disclose the general nature of the member's relationship with any such individual.

Staff recommends that the Regional Transportation Commission (RTC) receive information on Just Cause and approve Emergency Circumstances and remote participation requests under the Brown Act and AB 2449.

SUMMARY

Commissioners may participate and vote on items via teleconference technology under the Brown Act and AB 2449 only if certain requirements are met.

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AGENDA: September 4, 2025

TO: Regional Transportation Commission

FROM: Yesenia Parra, Administrative Services Officer

RE: Regional Transportation Commission Meeting Minutes

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission approve the meeting minutes (Attachment 1) for the August 7, 2025, Regional Transportation Commission meeting and the August 7, 2025 Regional Transportation Commission special meeting.

BACKGROUND

The Santa Cruz County Regional Transportation Commission (RTC) for the area within its boundaries is the Regional Transportation Planning Agency as established pursuant to Government Code Section 67940 and 67941.

Consistent with Government Code Section 67940 (b), membership of the Commission is composed of all five members of the Santa Cruz County Board of Supervisors, one member appointed by each of the cities of the county and three members appointed by the Santa Cruz Metropolitan Transit District.

The Santa Cruz County Regional Transportation Commission (RTC) meets on the first Thursday of each month at 9:00 am. RTC meetings are held on a rotational schedule at the City of Watsonville, Capitola, Scotts Valley and the County of Santa Cruz. Currently there are no meetings held in the City of Santa Cruz because the City does not allow hybrid meetings from its council chambers.

Agendas and meeting materials are posted on the RTC meetings webpage, https://sccrtc.org/meetings/regional-transportation-commission/agendas/, at least seventy- two hours (72) prior to the meeting. Remote participation via Zoom is available for members of the public, non-voting committee members/alternates, or voting Committee members unable to attend in person due to an emergency or for just cause pursuant to Assembly Bill 2449, Brown Act update.

DISCUSSION

The Commission is asked to review and approve the August 7, 2025 meeting minutes (Attachment 1) and the August 7, 2025 special meeting minutes. The purpose of these minutes is to document actions taken during the meeting.

Attachments:

1. Regional Transportation Commission meeting minutes
2. Regional Transportation Commission special meeting minutes

Santa Cruz County
Regional Transportation Commission

Draft MINUTES

Thursday, August 7, 2025
9:00 a.m.

In-Person Meeting
Scotts Valley City Council Chambers
1 Civic Center Drive, Scotts Valley, CA 95066

Remote Participation (see page 5 for more information)
RTC Zoom
https://us02web.zoom.us/j/89597173447
Dial-in: +1 312 626 6799
Webinar ID: 895 9717 3447

1. Roll call. The meeting was called to order at 9:10 a.m.

Members present:

City of Capitola	Gerry Jensen
City of Santa Cruz	Fred Keeley
City of Scotts Valley	Steve Clark
City of Watsonville	Eduardo Montesino
County of Santa Cruz	Manu Koenig
County of Santa Cruz	Kimberly DeSerpa
County of Santa Cruz	Andy Schiffrin (Alt.)
County of Santa Cruz	Monica Martinez
County of Santa Cruz	Felipe Hernandez
Santa Cruz Metropolitan Transit District	Vanessa Quiroz-Carter (Remote)
Santa Cruz Metropolitan Transit District	Fabian Leonor
Santa Cruz Metropolitan Transit District	Rebecca Downing
Caltrans (ex-officio)	David Silberberger (Remote)

Staff present:

Sarah Christensen	Luis Mendez
Amin AbuAmara	Riley Gerbrandt
Amy Naranjo	Yesenia Parra
Bella Kressman	Steven Mattas (RTC Counsel)
Grace Blakeslee	Max Friedman
Sierra Topp	Amanda Marino
Shannon Munz	

2. Considered AB 2449 Just Cause and Emergency Circumstances Requests

Administrative Services officer Yesenia Parra noted that Commissioner Quiroz Carter would be remote under the regular Brown Act and the location address is noted on the agenda.

There were no requests.

3. Additions or deletions to consent and regular agenda

Staff reports for item 13, 14, 16, and 17, Handouts for item 26, including Attachment 3, and public comments on item 26 were posted to the website.

4. Accepted Grant Award of $128.7 Million in SB 1 Funds from the California Transportation Commission

Bob Tiffany, California Transportation Commissioner, presented an award of SB 1 funds for the Watsonville-Santa Cruz Multimodal Corridor Program for the implementation of several multimodal projects along the corridor.

Commissioners discussed: gratitude for Commissioner Tiffany's presentation today; the Chanticleer Overcrossing Ribbon Cutting ceremony on July 30, 2025; gratitude for staff's dedication and grant writing skills; the impact of Highway 1 congestion on families; importance of segment 12 of the Coastal Rail Trail for bike and pedestrian safety.

The Commission accepted the award (Commissioner Alternate Schiffrin/Commissioner Keeley) with Commissioners Jensen, Keeley, Clark, Montesino, Hernandez, Schiffrin, DeSerpa, Koenig, Martinez, Downing, Quiroz-Carter, Leonor and Commissioner Alternates Schiffrin voting "aye."

Received public comment from:
Lowell Hurst
Michael Saint
Becky Steinbruner
Brian Peoples, Trail Now

5. Oral Communications

Received public comment from:
George Ow
Lani Faulkner, Equity Transit
Jack Brown
Greg Kassner
Elio Blige

William Ow
Lowell Hurst
Becky Steinbruner
Sean

CONSENT AGENDA

Steve Mattas stated the terms of the contract in item 18 in accordance with state law.

Commissioner Hernandez made a motion and Commissioner Clark seconded the motion to approve the consent agenda. The motion passed with Commissioners Keeley, Clark, Montesino, Hernandez, DeSerpa, Koenig, Martinez, Downing, Quiroz-Carter, Leonor, and Commissioner Alternate Schiffrin voting "aye," and Commissioner Jensen abstaining.

Commissioner Downing thanked Executive Director Christensen for the letters of support in item 20 for METRO facilities and ParaCruz program, and asked staff a question about item 8. In response to the question, Max Friedman, Transportation Planner, stated that staff will follow up with the U.S. Secretary of Transportation Sean Duffy regarding the Safe Arterials for Everyone Initiative.

MINUTES

6. Approved minutes of the June 12, 2025 Regional Transportation Commission meeting

7. Accepted draft committee meeting minutes

    a. May 19, 2025 Bicycle Advisory Committee
    b. June 9, 2025 Bicycle Advisory Committee
    c. June 10, 2025 Measure D Taxpayer Oversight Committee
    d. July 8, 2025 Santa Cruz Branch Rail Line Coordination Committee

POLICY ITEMS

8. Accepted information on State and Federal Legislative Updates

PROJECTS AND PLANNING ITEMS

9. Accepted the draft Existing Conditions Report of the North Coast Transportation Demand Management (TDM) Plan

10. Approved authorizing the Executive Director to enter into an agreement with Community Tree Service for vegetation control maintenance along the Santa Cruz Branch Rail Line (**Resolution 1-26**)

11. Approved authorizing the Executive Director to amend the Monterey Bay Sanctuary Scenic Trail (MBSST) Segment 5 Maintenance and Operations Agreement with the County of Santa Cruz and amend the Measure D 5year Plan to increase the amount approved for Segment 5 maintenance activities in FY25/26 for additional expenditures (**Resolution 2-26**)

12. Approved authorizing the Executive Director to enter into an agreement with HDR for professional services to prepare a climate resilience plan for specified vulnerable locations of the Santa Cruz Branch Rail Line right-of-way (ROW) (**Resolution 3-26**)

BUDGET AND EXPENDITURES ITEMS

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

14. Accepted status report on Measure D revenues

ADMINISTRATION ITEMS

15. Approved authorizing the Executive Director to amend an agreement with the County of Santa Cruz to continue treasury services and update the compensation structure and extend the contract term (**Resolution 4-26**)

16. Approved authorizing the Executive Director to award a contract to KNN Public Finance, LLC for financial advisory services for Measure D Planning (**Resolution 5-26**)

17. Approved authorizing the Executive Director to amend a contract with CASCADE SOFTWARE SYSTEMS, A SUBSIDIARY OF VALSOFT INC for WinCams cost accounting management software system (**Resolution 6-26**)

18. Approved amendment to employment agreement with the Executive Director (**Resolution 7-26**)

INFORMATION/OTHER ITEMS

19. Accepted monthly meeting schedule

20. Accepted letters from committees and staff to other agencies

    a. June 9, 2025 Letter to Taylor Bateman Re: Notice of Preparation (NOP) of a Draft Environmental Impact Report (EIR) for the Town Center Specific Plan Update

b. June 24, 2025 Letter to the Honorable Sean Duffy Re: Safe Streets and Roads for All Program (SS4A): Support for Santa Cruz County Coastal Rail Trail Segments 8 & 9 (Project)

c. July 7, 2025 Letter to the Honorable Sean Duffy Re: Low or No Emission Grant Program – 5339(b and c) – Support for Santa Cruz Metropolitan Transit District (METRO) New Operations and Maintenance Facility

d. July 7, 2025 Letter to the Honorable Sean Duffy Re: Low or No Emission Grant Program – 5339(b) – Support for Santa Cruz Metropolitan Transit District (METRO) to Replace and Expand Paratransit Vehicle Fleet

21. Accepted correspondence log

22. Accepted information items - *none*

REGULAR AGENDA

23. Commissioner Reports

Commissioner Downing announced that Corey Aldridge, Chief Executive Officer of the Santa Cruz Metropolitan Transit District (METRO) has been appointed to the Board of Directors of the American Public Transportation Association (APTA) and delivered an update about the upcoming countywide engagement opportunities during a Week Without Driving, September 30-October 5, 2025.

Commissioner Clark reported on the August 4, 2025 kickoff meeting to address encroachments on Segment 10 of the Coastal Rail Trail.

Commissioner Hernandez reported on his and Chair Montesino's visit to Watsonville's sister cities in Michoacan and Jalisco to better understand bicycle infrastructure in Mexico.

Commissioner Leonor introduced himself, announcing that he has been appointed into the vacancy left behind by the late Commissioner Mike Rotkin and delivered comments on his priorities for transportation improvement in Santa Cruz County.

Chair Montesino and Commissioner Alternate Schiffrin also delivered comments on Commissioner Mike Rotkin's legacy as a transportation advocate.

24. Director's Report

Executive Director Sarah Christensen delivered updates on the Go Bike! Program; call for interest to serve on the Coast Rail Coordinating Council

(CRCC); call for projects for the 2025 Consolidated Grants Program including the SB 1 Transit State of Good Repair Program and 2026 State Transportation Improvement Program (STIP); Rural Highways Safety Plan (RHSP) Outreach opportunities; the Chanticleer Bicycle/Pedestrian Overcrossing Ribbon-Cutting Ceremony; update on the Community Traffic Safety Coalition (CTSC) Crash Report.

Commissioners discussed: appreciation for staff's hard work and the quality of the Chanticleer Overcrossing Ceremony; concerning findings in the CTSC Crash Report; impacts of increasing speed of e-bikes on bicyclist safety; celebrating the opening of the "Whale Bridge."

In response to questions from Commissioners, Transportation Planning Technician Sierra Topp described the safety training requirements of the Go Bike! Program; the work of Ecology Action in providing e-bike safety education; classifications and speed specifications of the bicycles.

Received public comment from:
Jacques Bertrand
Lani Faulkner
Jean Brocklebank
Bill Cook
Jack Brown

25. Caltrans Report

David Silberberger, Office Chief North for District 5 of Caltrans, delivered the Santa Cruz County Project updates and congratulated the Commission on the grant award and continued progress on the Highway 1 corridor projects; provided updates on: the recent engineering traffic speed survey and proposed speed limit changes which are awaiting public feedback from the City and County of Santa Cruz; projects ready-to-list over the next 5 years including Highway 129, Highway 152 in Watsonville, Highway 9 through Felton and above Boulder Creek, and Highway 1 through Santa Cruz.

Commissioner Rebecca Downing departed the meeting

26. **PUBLIC HEARING:** Zero Emission Rail and Trail Project Milestone 4 Public Hearing

Riley Gerbrandt, Associate Transportation Engineer, delivered the staff report and Marc McLaren, Project Manager from HDR, delivered a presentation.

In response to questions from Commissioners, Mr. Gerbrandt provided more information regarding cost estimates for rail trail implementation; input from

the Coastal Commission; Mr. McLaren provided information regarding Pajaro to Santa Cruz travel time estimates and travel times for popular trips that would require bus transfers; how tourism factors into the estimates; details about the hydrogen fuel cell vehicle; comparison of cost per passenger mile and competitiveness for state and federal grants.

In response to a Commissioner's question, Executive Director Sarah Christensen provided information about the local commitment needed to deliver the project and the impact on local projects if half of regional discretionary funds were to be dedicated to the development of passenger rail.

Commissioners discussed: need for specific feedback from the Coastal Commission; impacts to Beach Street and costs; Roaring Camp's continued access to the Boardwalk; public reception of sales tax increases; affordability as a commuter option; need for final project report; climate resiliency; giving staff more time to finalize the report; getting closer to a 90% design and collaboration with other jurisdictions; frustrations of commuters in the current gridlock; economic and quality of life benefits; investing in Watsonville community; importance of engaging youth; suggested timeline for release of final report.

Commissioner Alternate Schiffrin made a motion and Commissioner Hernandez seconded the motion to continue the item until December when the report is complete.

Commissioner Koenig proposed a friendly amendment to (1) review the final report in November, that (2) the report is released no later than two and a half weeks prior to the meeting, (3) that the final report includes specific feedback from the Coastal Commission about any input they have that would add costs, (4) specific discussion of constraints on Beach Street and Walker Street, (5) specific financial analysis of cost per passenger mile that compares to cost of our system to others as well as (6) peer review of the report.

The maker of the motion accepted the friendly amendment, except for (1) that the final report be ready for review in November. The seconder of the motion accepted the friendly amendment as amended. The motion passed unanimously with Commissioners Jensen, Keeley, Clark, Montesino, Hernandez, DeSerpa, Koenig, Martinez, Quiroz-Carter, Leonor, and Commissioner Alternate Schiffrin voting "aye."

Executive Director Christensen clarified that peer review may take longer to complete than the end of the year and that the Coastal Commission may not be willing to provide specific feedback on the RTC's timeline.

Received public comment from:
Greg Kassner
Saladin Sale
Lani Faulkner
Jack Brown
William Ow
Brett Garrett
Mark Klee
Leslie Neilson
Tina Andreatta
Elio Blige
Sally Arnold
Lowell Hurst
Elizabeth Bertrand
Michael Saint
Jean Brocklebank
Brian Peoples
iPad Mini 6th Generation
Matt Farrell, Friends of the Rail and Trail
David Van Brink
Bud Colligan
Robert Meads
Johanna Lighthill
Barry Scott
Paul
Cami Corvin
Trink Praxel
John Will

27. Review of items to be discussed in closed session

RTC Counsel Steve Mattas provided a brief overview of the item to be discussed in closed session and stated that no reportable action is anticipated from closed session.

Commissioner Schiffrin made a motion and Commissioner Koenig seconded the motion to pause the current meeting and convene the special meeting, then resume the current meeting at the conclusion of the special meeting. The motion passed with Commissioners Jensen, Keeley, Clark, Montesino, DeSerpa, Koenig, Martinez, Quiroz-Carter, Leonor, and Commissioner Alternate Schiffrin voting "aye."

The regular meeting paused at 12:14 p.m. and reconvened at 12:58 p.m.

The Commission entered closed session at 12:59 p.m.

CLOSED SESSION

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

OPEN SESSION

29. Report on items discussed in closed session

RTC Counsel Steve Mattas communicated that there was no reportable action from closed session.

30. Next meetings

The next Transportation Policy Workshop is scheduled for August 21, 2025 at 9:00a.m. at the Watsonville City Council Chambers, 275 Main Street, Fourth Floor, Watsonville, CA 95076.

The next RTC meeting is scheduled for Thursday, September 4, 2025 at 9:00a.m. at the Watsonville City Council Chambers, 275 Main Street, Fourth Floor, Watsonville, CA 95076.

The meeting adjourned at 1:11pm.

Respectfully submitted,

Yesenia Parra, Administrative Services Officer

Attendees

Patrice Boyle
Java Junction Owner
Bill Cox
Lani Faulkner
Saladin Sale
Jack Brown
Enda Brennan
Elizabeth Bertrand
Sally Arnold
Tina Andreatta
Lowell Hurst
John Will
Brian Peoples
Jean Brocklebank
David Van Brink
Matt Farrell
Barry Scott
Cami Corvin
Ryan Sarnataro
Trink Praxel
Janine Ramirez
Cindy Convisser
BobFi
Terre Thomas
Will Mayall
Steve Weisner
BVB
Elizabeth Madrigal
Jeannette Guire
Bill Lewis

Miller Maxfield
Lori
Vkostca
Jean Brocklebank
Michael Lewis
David <3 Public Transit
Ramon Gomez
Blake Anderson
Nadene Thorne
Kevin Crossley
Isaac Jensen
Rosemary Sarka
Nasya
Jon Chown
Reed Geisreiter
C Schneiter
James Weller
Nathan Nguyen
Rachel Moriconi
Holland
Buzz Anderson
Jacob Wysocki
Paul Guirguis
Jillian Ritter
Alissa Guther
Katherine Sinsky
Michael Burns
Frank Rimicci Jr
FORT Zoom Host
Johanna Lighthill
Elaine Rohlfes
Michael Pisano
E Malmborg
Bud Colligan
Theo Kell
Joni Steele
Sergio Berrueta
Ginny
Ramon Cancino
Melissa Shick
John Urgo
Jesus Bojorquez
Brian Peoples
Larry Pageler
Becky
Don
MHopper
James
Pearson Bradley
Greg Becker
Jim Tracey
LipkinB
Don Lauritson
Ben Vernazza
Nancy
Bill Spence
Tony
Kevin C Maguire
Steph from Santa Cruz
Justin
Susan True
Heather Adamson
Supervisor DeSerpa’s Office
831-***-2915
Kevin Drabinsky
TJ Welch
Adrian Brandt
Heriberto Diarte
Dianne
Marty
Forrest Revere
Tony Nunez
Rob Tidmore
Jen Abrams
Tony
Douglas Underhill
Robert Means
Anderson
Member
Jim Tracey
Jesse Kathan
Justin Maffia
Jim Carpenter
Jennie Dusheck
Dough Hahn
James Falkenroth
Toby Goddard
Janneke Strause
Sean
Kara Dyble Heri
Marta Bulaich

Santa Cruz County
Regional Transportation Commission
Special Meeting

Draft MINUTES

Thursday, August 7, 2025
12:00 p.m.

In-Person Meeting
Scotts Valley City Council Chambers
1 Civic Center Drive, Scotts Valley, CA 95066

Remote Participation (see page 5 for more information)
RTC Zoom
https://us02web.zoom.us/j/89597173447
Dial-in: +1 312 626 6799
Webinar ID: 895 9717 3447

1. Roll call. The meeting was called to order at 12:14 p.m.

Members present:

City of Capitola	Gerry Jensen
City of Santa Cruz	Fred Keeley
City of Scotts Valley	Steve Clark
City of Watsonville	Eduardo Montesino
County of Santa Cruz	Manu Koenig
County of Santa Cruz	Kimberly DeSerpa
County of Santa Cruz	Andy Schiffrin (Alt.)
County of Santa Cruz	Monica Martinez
County of Santa Cruz	Felipe Hernandez
Santa Cruz Metropolitan Transit District	Vanessa Quiroz-Carter (Remote)
Santa Cruz Metropolitan Transit District	Fabian Leonor

Staff present:

Sarah Christensen	Luis Mendez
Amin AbuAmara	Riley Gerbrandt
Amy Naranjo	Yesenia Parra
Bella Kressman	Steven Mattas (RTC Counsel)
Grace Blakeslee	Amanda Marino
Shannon Munz	Max Firedman
Sierra Topp	

2. Considered AB 2449 Just Cause and Emergency Circumstances Requests –Commissioner Quiroz Carter was remote under the regular Brown Act, location address was noted on the agenda.

There were no requests.

3. Oral communications

4. Additions or deletions to consent and regular agenda

CONSENT AGENDA

No consent items.

REGULAR AGENDA

5. City of Santa Cruz's Urgent Request to Use the Santa Cruz County Regional Transportation Commission's Railroad Bridge Crossing the Santa Cruz Harbor Temporarily for Pedestrian and Bicycle Access During Construction of the City's Murray Street Bridge Retrofit Project

Commissioners Keeley, Cummings, and Koenig delivered the staff report.

Executive Director Sarah Christensen responded to Commissioner questions regarding implementation of the proposed project; funding constraints; collaboration with the City of Santa Cruz.

Commissioners discussed: support for a temporary stop gap measure; expedite construction of Segments 8 and 9 of the Coastal Rail Trail; impact on Seabright businesses; emergency permits; desire for a visual presentation; transparency; challenge and opportunity to obtain funding for segments 8 and 9 of the Coastal Rail Trail; financing and regulatory challenges of a shuttle; staff's workload.

Commissioner Clark made a motion and Commissioner DeSerpa seconded the motion to agree to allow the City of Santa Cruz access to the railroad bridge crossing Santa Cruz Harbor and its approaches for purposes of providing a temporary pedestrian and bicycle facility between Seabright Avenue and 7th Avenue, subject to approval by the railroad operator, and direct the Executive Director to negotiate an agreement with the City of Santa Cruz to facilitate the implementation of these actions in an expedited manner and direct the Executive Director to work with such other public agencies to facilitate these actions.

Commissioner Alternate Schiffrin proposed a friendly amendment to use whatever emergency powers the Commission has to expedite access, and

that staff produce a report on the progress of the temporary bridge access project on the agenda of the next meeting.
The maker and seconder of the motion accepted the amendments. .

The motion passed unanimously with Commissioners Jensen, Keeley, Clark, Montesino, Hernandez, DeSerpa, Koenig, Martinez, Quiroz-Carter, Leonor, and Commissioner Alternate Schiffrin voting "aye."

Commissioner Alternate Schiffrin made a motion and Commissioner Quiroz-Carter seconded the motion to direct staff to return to the RTC September meeting with a work program having an objective of the construction of segments 8 and 9 to be completed by the fall of 2026 and an application to the CTC for emergency funding necessary to achieve this objective.

Commissioner Quiroz-Carter proposed a friendly amendment to direct staff to research the feasibility of a temporary shuttle for pedestrians and cyclists as well. The maker of the motion accepted the amendment.

The motion passed with Commissioners Jensen, Keeley, Montesino, Hernandez, Koenig, Martinez, Quiroz-Carter, Leonor and Commissioner Alternate Schiffrin voting "aye" and Commissioners Clark and DeSerpa voting "no."

Received public comment from:
Patrice Boyle
Java Junction Owner
Bill Cox
Lani Faulkner
Saladin Sale
Jack Brown
Enda Brennan
Elizabeth Bertrand
Sally Arnold
Tina Andreatta
Lowell Hurst
John Will
Brian Peoples
Jean Brocklebank
David Van Brink
Matt Farrell
Barry Scott
Cami Corvin
Ryan Sarnataro

6. Next meetings

The next RTC meeting is scheduled for Thursday, September 4, 2025 at 9:00a.m. at the Watsonville City Council Chambers, 275 Main Street, Fourth Floor, Watsonville, CA 95076.

The special meeting closed at 12:58 p.m.

Respectfully submitted,

Yesenia Parra, Administrative Services Officer

Attendees

Patrice Boyle
Java Junction Owner
Bill Cox
Lani Faulkner
Saladin Sale
Jack Brown
Enda Brennan
Elizabeth Bertrand
Sally Arnold
Tina Andreatta
Lowell Hurst
John Will
Brian Peoples
Jean Brocklebank
David Van Brink
Matt Farrell
Barry Scott
Cami Corvin
Ryan Sarnataro
Trink Praxel
Janine Ramirez
Cindy Convisser
BobFi
Terre Thomas
Will Mayall
Steve Weisner
BVB
Elizabeth Madrigal
Jeannette Guire
Bill Lewis
Miller Maxfield
Lori
Vkostca
Jean Brocklebank
Michael Lewis
David <3 Public Transit
Ramon Gomez
Blake Anderson
Nadene Thorne
Kevin Crossley
Isaac Jensen
Rosemary Sarka
Nasya
Jon Chown
Reed Geisreiter
C Schneiter
James Weller
Nathan Nguyen

AGENDA: September 4, 2025

TO: Regional Transportation Commission

FROM: RTC Staff

RE: Committee Meeting Minutes

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission receive the draft meeting minutes for the Elderly & Disabled Transportation Advisory Committee (E&DTAC) and the Interagency Technical Advisory Committee (ITAC).

BACKGROUND

The Regional Transportation Commission (RTC) has three advisory committees: Bicycle Advisory Committee (BAC), Elderly and Disabled Transportation Advisory Committee (E&DTAC), and Interagency Technical Advisory Committee (ITAC). The committees review and provide technical advice and input on projects and programs to the Regional Transportation Commission (RTC), local public works and planning departments, and other partner agencies; coordinate and provide recommendations to the RTC on the use of funds; and serve as a forum to discuss and improve transportation projects.

The 2016 Measure D includes the establishment of a Measure D Taxpayer Oversight Committee (TOC). The Measure D TOC generally meets twice per year to review the past fiscal year's expenditures and audits of Measure D funds. The committee determines whether expenditures conform to the requirements of Measure D and releases an annual report.
Agendas and meeting materials for the committees are posted on the webpage at least seventy-two hours prior to the meeting.

BAC: https://www.sccrtc.org/meetings/bicycle-advisory-committee/agendas/
E&DTAC: https://www.sccrtc.org/meetings/elderly-disabled/agendas/
ITAC: https://www.sccrtc.org/meetings/inter-agency/

Remote participation via Zoom is available for members of the public, non-voting committee members, alternates, and voting committee members unable to attend in person due to an emergency or for cause per AB 2449. If

there are no major items to be brought before a committee, the meetings are cancelled.

DISCUSSION

Draft minutes from the most recent committee meetings are attached for the Commission's review. The RTC's committees review and approve final minutes at their next meetings. The purpose of the minutes is to summarize the discussions that took place during the meeting and clearly document any actions taken.

Attachments:

1. August 12, 2025 Elderly & Disabled Transportation Advisory Committee
2. August 21, 2025 Interagency Technical Advisory Committee

Santa Cruz County Regional Transportation Commission's **Elderly & Disabled Transportation Advisory Committee** (Also serves as the Social Service Transportation Advisory Council)

DRAFT MEETING MINUTES

1:30 – 3:30pm

Tuesday, August 12, 2025

In-Person Meeting

1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060

1. Chair Veronica Elsea called the meeting to order at 1:32pm

Members Present

Veronica Elsea, Chair – 3rd District
Michael Pisano, Vice Chair – Potential Transit User (60+)
Patty Talbot, Social Services Provider – Seniors
Stephanie Auld, Social Services Provider – Disabled (County)
Jesus Bojorquez, CTSA Lift Line
Caroline Lamb, Potential Transit User (Disabled)
Katie Nunez, 4th District (Hernandez)
Tara Ireland, Social Services Provider – Persons of Limited Means
Wells Shoemaker, 2nd District
Katie Nunez, 4th District
Portia Ramer, 5th District
Nadia Noriega, CTSA (Lift Line)

Members Remote, voting under Just Cause or Emergency

No remote members voting under just cause or emergency

Members Remote, not voting

No remote members

Unexcused Absences

Elizabeth Byrd, Social Services Provider – Seniors (County)
Michael Bois, SCMTD (Metro)

RTC Staff Present

Amanda Marino, Transportation Planner
Sierra Topp, Transportation Planning Technician
Riley Gerbrandt, Associate Transportation Engineer
Max Friedman, Transportation Planner
Rachel Moriconi, Senior Transportation Planner

Guests Present:

Jessica Kahn, City of Capitola Planning Department
Kelly Curlett, County of Santa Cruz
Rebecca Downing, SCCRTC/METRO Commissioner
Antonio Rivas, Member of the Public
Regina Valentine, AMBAG

2. Introductions

3. Consider AB2449 request(s) to participate in the meeting remotely due to emergency circumstances (a physical or family medical emergency that prevents a member from attending in person)

No AB2449 requests

4. Oral communications

Vice Chair, Mike Pisano, shared updates from two recent meetings he attended. One being for SB 125 Transit Program to discuss various issues related to transit and seniors. One concern was a vote to end the Unmet Transit Needs process. There are 2 more seminars coming up that he will attend.

The second seminar that Vice Chair, Mike Pisano, attended was held by UC Davis discussing the need for battery charging stations and adjacent amenities.

Antonio Rivas, Member of the Public, brought a concern to the committee around needing better tree coverage for pedestrians as well as transit stop shelters and weather protection in the City of Watsonville. A survey of transit stops could clarify where improvements could be made.

Rivas also recommended an idea to provide electric chairs at senior centers that community members can use/borrow, like E-Bike rentals.

Rebecca Downing, SCCRTC/METRO Commissioner, made an announcement about A Week Without Driving that will occur the week of September 29th – October 5th.

5. Additions or deletions to the consent or regular agenda

Correction to the August 12 consent agenda: Item 8 was updated to read "Approved Minutes from May 13, 2025".

Correction to the May 13th meeting minutes: Due to the lack of a quorum at the May 13 meeting, the Consent Agenda, including approval of the April 8th meeting minutes, was not acted upon and will be continued to the October E&D TAC regular meeting.

CONSENT AGENDA

6. Received Information Items

Community Traffic Safety Coalition 2014-2023 Crash Report

7. Received RTC Meeting Highlights

8. Approved Minutes from May 13, 2025

Motion (Pisano/Auld) to approve May 13, 2025, minutes. The motion passed unanimously with committee members Veronica Elsea, Michael Pisano, Patty Talbot, Stephanie Auld, Jesus Bojorquez, Caroline Lamb, Katie Nunez, Tara Ireland, Wells Shoemaker, Katie Nunez, Portia Ramer, Nadia Noriega voting "aye".

Motion (Pisano/Auld) to approve the Consent Agenda with a correction to Item 8. The motion passed unanimously with committee members Veronica Elsea, Michael Pisano, Patty Talbot, Stephanie Auld, Jesus Bojorquez, Caroline Lamb, Katie Nunez, Tara Ireland, Wells Shoemaker, Katie Nunez, Portia Ramer, Nadia Noriega voting "aye".

REGULAR AGENDA

9. Senate Bill 1 Transit State of Good Repair Program

RTC Senior Transportation Planner, Rachel Moriconi, presented on the SB1 Transit State of Good Repair program to approve projects to receive a portion of the funds.

The RTC received 3 applications. Two being from METRO to upgrade their scheduling software and a parking lot in Watsonville. The third application was from Lift Line to purchase two new electric seven passenger vans.

The Committee noted that these projects would address unmet needs identified by the community and had questions about pedestrian safety, GHG reductions and approving the full amount requested versus partial amounts.

Motion (Lamb/Pisano) to recommend that the RTC provide funding for all three projects to receive the region's formula shares of Fiscal Year (FY) 2025-26 Senate Bill 1 (SB 1) Transit State of Good Repair (SGR) funds. The motion passed unanimously with committee members Veronica Elsea, Michael Pisano, Patty Talbot, Stephanie Auld, Jesus Bojorquez, Caroline Lamb, Katie Nunez, Tara Ireland, Wells Shoemaker, Katie Nunez, Portia Ramer, Nadia Noriega voting "aye".

10. Capitola Wharf Master Plan

Jessican Kahn, City of Capitola, presented on the Capitola Wharf Master Plan and asked for feedback on the design and proposals. Committee members noted they would like to see businesses on the wharf and another restaurant. They would prefer a local business that is on the affordable side so more people in the community could afford to visit.

No action taken.

11. North Coast Transportation Demand Management Plan Existing Conditions

Max Friedman, RTC Transportation Planner, presented the North Coast Transportation Demand Management Plan Draft Existing Conditions for feedback from the Committee.

Members from the Committee noted they would like to visit the North Coast, such as Davenport, for lunch or a day trip but it is challenging to do without a car. It

would be helpful to have more frequent and reliable public transportation. Others mentioned that while they may be able to get to the North Coast in their car, navigating the terrain to access the beach can be very challenging/impossible given physical ability. Smooth surfaces and trails can be helpful for people in wheelchairs or those with limited mobility.

Members noted having facilities, like bathrooms, would be useful and one idea was to work with BCycle to have bikes in Davenport or other stops along the way once the Rail Trail is complete. In addition, the committee said that E-bike charging stations, mobility device charging stations, and dial-a-ride shuttles would be useful.

Lastly, committee members recommended that coordinating with San Mateo County would be beneficial to expand visitor options on the North Coast.

No action taken.

12. 2025 Guide for Specialized Transportation Update

Amanda Marino, RTC Transportation Planner, introduced the 2025 Guide for Specialized Transportation Update and asked for feedback or input from the Committee. Committee Chair, Veronica Elsea, noted edits to be made to the guide. Committee members posed questions about the Grey Hound bus depot and if it is still in service or will resume post METRO station construction. RTC staff will update and confirm questions prior to posting online and printing.

No action taken.

13. AMBAG Coordinated Plan Draft

Regina Valentine from AMBAG presented and update on the Coordinated Plan process and asked for feedback. The Committee had no comments or concerns.

No action taken.

14. Zero Emission Passenger Rail and Trail Project Update

Riley Gerbrandt, RTC Associate Engineer, presented an informational update and requested input on the Zero Emission Passenger Rail and Trail Project's Milestone 4, including the draft Project Concept Report and Financial Analysis. Committee

members would like to see a better cost-benefit analysis presented to the community. Comments were also made on the disparities between low-income residents and South County residents on ability to access jobs and resources. Those individuals could benefit from passenger rail and would in turn support the entire Santa Cruz County economy. There were questions about the encroachments and how RTC is managing this process.

No action taken.

15. Receive Program Updates

a. Volunteer Center – no update provided
b. Community Bridges – no update provided
c. Santa Cruz Metro – no update provided
d. SCCRTC – no update provided
e. Pedestrian Ad-hoc Subcommittee
    i. Pedestrian Hazard Report
    ii. Will resume meetings soon

No action taken.

3:48 pm — Adjourn

Next meeting: 1:30 pm, October 14, 2025, located at the SCCRTC office at 1101 Pacific Ave, Suite 250, Santa Cruz, CA 95060. Visit www.sccrtc.org for updates.

Respectfully submitted, Sierra Topp, Transportation Planning Technician

Santa Cruz County Regional Transportation Commission
Interagency Technical Advisory Committee (ITAC)

MINUTES

Thursday, August 21, 2025, 1:30 p.m.
In Person: RTC Conference Room, 1101 Pacific Ave, Ste 250A, Santa Cruz
Remote Location: Caltrans District 5, 50 Higuera St, Rm 136, San Luis Obispo
Online: Zoom

ITAC Members Present:

Association of Monterey Bay Area Governments	Regina Valentine
California Department of Transportation	Paul Guirguis (online)
Capitola Public Works and Planning Proxy	Kailash Mozumder
County Public Works	Casey Carlson
Santa Cruz Metropolitan Transit District (METRO)	Pete Rasmussen
Santa Cruz Public Works	Matt Starkey
Santa Cruz Planning Proxy	Claire Gallogly
Scotts Valley Public Works	Andrew Lee
Watsonville Public Works	Murray Fontes
Watsonville Community Development	Justin Meek

RTC Staff Present: Max Friedman (online) and Rachel Moriconi

Others Present – In Person:
Kelly Curlett, Santa Cruz County Public Health
Johnny Esteban, RTC Planner
Ben Finke, METRO Driver/SMART

Others - Online:
Mike Pisano (E&DTAC), Justin (Aptos resident), Marty Demare (north coast resident), Tai Bell-Liu (B-Cycle)

1. **Call to Order:** Chair Starkey called the meeting to order at 1:32 p.m.

2. **Introductions** were made.

3. **AB 2449 Remote Participation Requests:** None.

4. **Additions, deletions, or other changes to consent and regular agendas:** None. Slides from presentations were posted on the committee webpage after the meeting.

5. **Oral Communications on Matters Not on the Agenda:** Rachel Moriconi shared a comment from Mike Pisano suggesting that METRO add a hydrogen fueling station in Watsonville. The comment was forwarded to METRO staff for response.

CONSENT AGENDA

ITAC members unanimously approved a motion (Meek/Gallogly) approving the consent agenda with members Guirguis, Valentine, Rasmussen, Gallogly, Starkey, Fontes, Lee, Mozumder, and Meek voting "aye". *(Member Carlson was not present during the vote.)*

6. Approved amended Minutes of the May 15, 2025 ITAC meeting

7. Received State and Federal Legislative Updates

REGULAR AGENDA

8. County of Santa Cruz Crash Report

Kelly Curlett from County Public Health presented the Santa Cruz County Community Traffic Safety Coalition's county-wide Crash Report for 2014-2023. The Crash Report includes data on fatal and serious injury crashes involving pedestrians, bicyclists, and motor vehicles. It also features Santa Cruz County's crash rankings from the California Office of Traffic Safety. She requested support from the ITAC members to share information in the report and continue traffic safety efforts to prevent crashes. She also provided an update on the Safe Street for All plan that is under development for unincorporated areas of Santa Cruz County, Scotts Valley, and Watsonville, including public outreach and analysis.

Committee members discussed trends over time, coordinating with law enforcement to address the high number of incidents involving alcohol, mapping crash locations by type and identifying hotspot corridors, speed limits and potential mitigations, countermeasures and other recommendations. An attendee suggested if more people rode transit there would be fewer crashes. Rachel will share information about a state report on the impact that increased vehicle weights have had on the severity of crashes. The California Strategic Highway Safety Plan and RTC's forthcoming Rural Highway Safety Plan were also identified as resources.

9. Draft 2025 Monterey Bay area Coordinated Public Transit-Human Services Plan

Regina Valentine from the Association of Monterey Bay Area Governments (AMBAG) presented an overview of the Draft 2025 Coordinated Public Transit –Human Services Transportation Plan (Coordinated Plan) for the tri-county Monterey Bay region. The plan builds upon the RTC's Unmet Transit Needs process and identifies priorities to improve public

transportation for seniors, persons with disabilities, and persons of limited means. Projects identified in the Plan are made eligible for federal funding through the FTA Section 5310 grant program. She requested that ITAC members and the public review the plan and submit any comments by September 26, 2025. The plan is online at: https://www.ambag.org/plans/monterey-bay-area-coordinated-public-transit-humanservices-transportation-plan. ITAC members did not have any comments on the plan at the meeting.

10. North Coast-Highway 1 Transportation Demand Management Plan: Vision, Objectives, and Existing Conditions

RTC Planner Max Friedman presented information on the North Coast-Highway 1 Transportation Demand Management Plan that is under development. The plan will identify strategies to improve safety and reduce automobile trips to Davenport and other locations along the north coast. ITAC members and other attendees provided input related to potential transit or shuttle services and use; traffic volumes; safety for people biking, walking, or taking the bus, especially crossing Highway 1; carshare and vanpool opportunities; truck traffic; and reducing speeds.

11. Status of transportation projects, programs, studies and planning documents

ITAC members provided updates on transportation projects they are implementing.

- **Caltrans:** Paul Guirguis shared information about the Caltrans District 5 Local Development Review process and a one-day closure of the Highway 17/La Madrona Drive SB off-ramp. He noted AB 1014 in the legislative update (on consent agenda) proposes to allow Caltrans to lower speed limits where state highways also serve as main streets by 5 mph under certain circumstances.
- **Scotts Valley:** Andrew Lee shared that the city's street resurfacing project is underway, with completion anticipated in mid-October. Complete Streets projects on Scotts Valley Drive and Mount Hermon Road are in design; with outreach to businesses next month. The Mt. Hermon Road signal coordination project went live, with adjustments ongoing. The draft Town Center Specific Plan is scheduled to be released later this year.
- **Santa Cruz Metro:** Pete Rasmussen reported that METRO received a Caltrans planning grant to prepare a Bus Stop Improvement Master Plan. A fare modernization "tap to ride" system will launch in 2026. Several service changes will go into effect in September, including restoration of

Route 16 to UCSC, new Route 35X express service from San Lorenzo Valley to Santa Cruz, and a new Route 34 in Scotts Valley serving Scotts Valley Drive.

- **Watsonville:** Murray Fontes reported that Green Valley Road reconstruction is nearly complete. The Vision Zero Corridors planning continues, including significant outreach on Freedom Boulevard. Justin Meek reported that the city has received requests for additional information from the state regarding the Affordable Housing Sustainable Communities (AHSC) grant application for numerous transportation elements downtown, as well as transit-oriented redevelopment of the transit center; grant awards are expected to be announced by the end of the year. The city's General Plan Mobility Chapter and Environmental Impact Report (EIR) are expected to be released for review in early 2026. The city's Neighborhood Access & Equity Grant, which would have funded truck traffic analysis, was rescinded in the federal budget bill.
- **County of Santa Cruz:** Storm damage repairs continue, with new bridge rehabilitations facing deadlines. New complete streets flashing beacons, striping, stop signs, and streetlight upgrades were installed in several locations.
- **Capitola:** Kailash Mozumder reported on 13 streets resurfaced (with Measure D & SB1 funds). City Council will consider outreach plans for the 41st Ave Corridor, Bay Ave Corridor, and Local Road Safety Plan which are under development. The city is also recruiting a new senior planner.
- **Santa Cruz:** Claire Gallogly reported on the city's Active Transportation Plan, with Council review scheduled for February 2026. Bay Corridor paving and bollards are under construction north of Escalona, with the lower Bay Corridor Complete Streets project in 30% design review. The city's Go Santa Cruz e-bike rebates are highly popular and e-bike safety/education programs expanding. Matt Starkey provided updates on the Murray St. Bridge project and Front St. Transit project forthcoming signal updates.
- **County of Santa Cruz:** Casey Carlson reported that the county continues to complete storm damage repair projects, with several bridge replacements pending. The Green Valley Multi-Use Path ribbon cutting is scheduled for August 28. The 2025 Measure D paving projects are underway, as well as work on Murphy’s Crossing, Rogge Lane and North Coast resurfacing projects. The County is working to add green bike lanes where feasible.
- **AMBAG:** Regina reported the administrative draft of the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) and

EIR is under development; with public release expected later this year. At the Planning Directors Forum the group will receive presentations on RuralREN (energy efficiency/funding) and state Housing and Community Development (HCD) disaster recovery programs.

- **RTC:** Rachel Moriconi provided updates on the RTC's countywide Bike Incentive Program; Zero Emission Passenger Rail & Trail Project; and *Guide to Specialized Transportation*.

12. Next Meeting and Future Items:

The next ITAC meeting is scheduled for 1:30 p.m. on September 18, 2025. Chair Starkey requested that the ITAC discuss construction coordination opportunities at a future meeting. Some construction information for Caltrans and County projects is available on the Cruz511.org websites.

The meeting adjourned at 3:27 p.m.

Minutes respectfully submitted by Rachel Moriconi, Senior Transportation Planner

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AGENDA: September 4, 2025

TO: Regional Transportation Commission

FROM: Brian Zamora, EIT, Assistant Transportation Engineer and Amin AbuAmara, PE, Director of Capital Projects

RE: Highway 1 41st Avenue to Soquel Drive Auxiliary Lanes and Bus on Shoulder Project Construction Support Cost Overruns Verification

RECOMMENDATION

For information only.

BACKGROUND

In January 2021, the RTC executed a construction Cooperative Agreement (05-0391) with Caltrans to be the implementing agency for this project. As the Implementing Agency for construction of the project, Caltrans is responsible for managing the costs of construction capital and construction support and project staffing.

This project is funded by State Transportation Improvement Program, RTC Measure D-Highway Corridor, Senate Bill 1 Solutions to Congested Corridors, and federal Highway Improvement Program funds. As the project sponsor, RTC is responsible for cost overruns for the construction capital and support components of the project as specified in the Senate Bill 1 funding agreement with the California Transportation Commission.

In early 2024 Caltrans submitted a request for an additional $3 million to cover the construction support costs of the project. On June 4th, 2024, RTC and Caltrans staff presented to the Commission and the additional funds up to $3 million were approved by the Commission, with a request to return with additional information that substantiates the overages. The Commission approval included programming the additional $2,948,063 million in Measure D-Highway Corridors funds, and repurposing $186,525.41 in federal earmark funds for the construction support component, and amending the RTC budget to account for the additional funds.

DISCUSSION

From the beginning of construction of this project, it became evident that the Caltrans construction support and project staffing budget provided to RTC at the time of securing the competitive Senate Bill 1 grants in 2020 underestimated the support costs necessary for completion of the project, necessitating additional funds to complete the project. In 2024 Caltrans submitted a request to add additional $3 million to the support costs of the project. The reason for these additional costs can be broken down in three parts that all played a role in the overruns.

The first issue was an underestimation of the funds needed to support the project throughout construction. During the early 2024 review of the staffing workplan (following the projection of need), the following Caltrans units were identified as having the greatest shortfall in resources required to complete construction compared to resources available at the time:

- Surveys
- Materials Engineering and Testing (METS)
- Construction
- Structures Construction
- Electrical Construction

The updated resourcing analysis indicated that nearly $2.4 million had been underestimated in the original workplan. This revised figure includes both internal staffing needs and projected consultant costs.

The second major issue which was alluded to above was the need to outsource numerous construction administration tasks to consultants due to the Caltrans Santa Cruz Construction Field Office being understaffed. Outsourcing these services is more expensive than performing the work in-house. From the information received it was noted that the outsourced construction administration consultant was over 46% more than Caltrans' in house team. Those numbers being $235 per hour and $161 per hour respectively.

Lastly, Caltrans staff spent significant time managing change orders and delays due to unforeseen issues during construction. This Project's original duration was 420 working days or approximately 20 months. Until now, the project was extended by more than 190 working days (Approximately 9.5 months), this amounts to 47%-48% percent time extension. On construction projects, change orders are inevitable and expected, with their associated cost and schedule implications varying widely. Some are substantial and require extensive time to address, while others can be resolved within a few days. This project experienced a high number of impactful change orders that

demanded considerable effort to resolve. Examples of these major change orders are: Retaining Wall 2, Reinforced concrete box culvert, Barrier Slab, Staking, and Unsuitable Subgrade. Caltrans estimates that a total of approximately 3,500 extra staff hours (Approximately $560,000) have been devoted to supporting these change orders and delays since the project's inception.

RTC staff requested additional documentation including: (1) construction management team payroll records for the duration of the projects for both Caltrans staff and consultant representatives; (2) the construction management consultant's contract, task orders, and invoices for all costs charged to the project; (3) certified payroll records from the contractor and subcontractors from contract award to the present; (4) up-to-date CPM schedules; and (5) weekly statements of working days.

In March 2025, RTC staff completed receiving all requested materials. Staff and the RTC's program management consultant reviewed the information from different perspectives, including:

- In analyzing overtime being paid to construction management staff it was found that the overtime on the overall project constituted less than 1.3% of all charges.
- The cost overrun on the construction management budget of $3 million due to the above mentioned reasons increases the total construction management for this project to approximately $6.9 million This adjusted budget compared to the current cost of the project of approximately $37 million is approximately 18.5% which is higher than the industry standard of 10-15% however siting all the above reasons, staff determines that the increase is with reasonable expectation.

Upon completion of a thorough review of all supporting documents, RTC staff concluded that the information provided substantiated the reported cost overruns.

FISCAL IMPACT

There is no new fiscal impact associated with this item as the funds were approved and programmed in 2024.

SUMMARY

Staff provided a summary of the justification for the construction support cost overruns and acknowledged that the cost overruns were substantiated.

AGENDA: September 4, 2025

TO: Santa Cruz County Regional Transportation Commission

FROM: Grace Blakeslee, Senior Transportation Planner

RE: Santa Cruz Branch Rail Corridor Maintenance Activities– Contract for Environmental Permit Consultation

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RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt a resolution (Attachment 1) authorizing the Executive Director to execute a sole sourced contract with EcoSystems West Consulting Group in an amount not-to-exceed $91,340 for consultation with environmental resource agencies on behalf of the RTC to secure permits for maintenance and preservation activities on the Santa Cruz Branch Rail Line in environmentally sensitive areas under federal jurisdiction**.**

BACKGROUND

RTC staff routinely conducts inspections of the Santa Cruz Branch Rail Line (SCBRL) to identify work needed to preserve the SCBRL, including drainage and bridge maintenance and repairs, vegetation control, and at-grade roadway crossing maintenance. Environmental permits from federal resource agencies are required prior to initiating maintenance in locations with sensitive environmental resources. In locations where environmental permits from federal resource agencies are not required, maintenance has been ongoing and performed with Best Management Practices (BMPs).

The RTC recently completed a comprehensive analysis of environmental permitting needs where sensitive environmental resources defined by federal law are present. This work culminated in submittal of permit requests to conduct maintenance activities for a period of 5-years in locations where, as of June 2025, federal jurisdictional features are present under the United State Army Corp of Engineers (USACE) and the Regional Water Quality Control Board (RWQCB) jurisdiction. The intention is that the 5-year permit could be reauthorized when it expires with less effort than would be required to resubmit a new application.

DISCUSSION

The RTC's contract to develop environmental permits for maintenance activities on the SCBRL expired June 2025 upon completion of submitting 5-year programmatic permit applications to the USACE and RWQCB. Environmental professional services are needed to facilitate the review and approval of the permit applications submitted in June 2025. Approval of environmental permits for maintenance on the SCBRL to federal agencies would allow for 5-years of maintenance activities on the SCBRL, where federal sensitive resources are present for routine maintenance activities such as, but not limited to, drainage maintenance. Sensitive environmental resources under the jurisdiction of federal law are primarily located on the SCBRL north of the City of Santa Cruz (i.e. North Coast) Milepost (MP) 22.5 and south of La Selva Beach, MP 8.6.

The scope of work (Attachment 1: Exhibit A) required to facilitate environmental resource permit approval by USACE and RWQCB includes, but is not limited to:

- Responding to inquiries from resource agencies;
- Addressing questions related to potential environmental impacts and avoidance, minimization, and mitigation;
- Provide requested supplemental materials to resource agency representatives; and
- Assist with refinement and finalization of the restoration plan, including the development of compensatory mitigation planning and design and potential additional protection measures.

Staff negotiated a scope and cost with EcoSystems West Consulting Group to perform the anticipated environmental resources consultation for an amount not-to-exceed $91,340. The proposed term of the contract is approximately one year, expiring September 30, 2026.

Once permits are approved by USACE and the RWQCB, RTC staff will need to submit annual maintenance plan and annual monitoring reports of maintenance activities to USACE and RWCB. The scope of work (Attachment 1: Exhibit A) identifies these tasks as "Optional Tasks" that RTC could consider adding to the scope of work should specialized environmental services be deemed necessary or if staffing requires additional resources to complete this work. Should the RTC elect to obtain these Optional Task services from EcoSystems West the total cost would be negotiated at a later date.

Staff is recommending a sole source contract with EcoSystems West Consulting Group to complete the work described above and outlined in Attachment 1: Exhibit A.

A sole source contract is justified when only one contractor, consultant, or vendor can provide the necessary unique or highly specialized item or service, or when a competitively awarded contract is already in progress, and economy or efficiency supports extending the work with the existing contractor. EcoSystems West is uniquely qualified to complete this work due to their highly specialized services associated with biological analysis of environmental resources on the SCBRL; extensive knowledge and experience regarding SCBRL maintenance activities and potential impacts to environmental resources; and prior detailed review, field surveys, and mapping of sensitive environmental resources located on the SCBRL. EcoSystems West also demonstrates a strong understanding of environmental permitting requirements and applications in Santa Cruz County, including preparation of mitigation plans and coordination with USACE and RWQCB.

This contract will continue the ongoing work that is needed to complete these already submitted permit applications. This sole source contract award is the most economic and efficient way to extend the work completed by EcoSystems West.

Staff recommends that the Regional Transportation Commission (RTC) adopt a resolution (Attachment 1) authorizing the Executive Director to execute a sole sourced contract with EcoSystems West Consulting Group in an amount not-to-exceed $91,340 for consultation with environmental resource agencies on behalf of the RTC to secure permits for maintenance and preservation activities on the Santa Cruz Branch Rail Line in environmentally sensitive areas under federal jurisdiction.

FISCAL IMPACT

There are sufficient funds under the Measure D FY 2025-26 fiscal year budget for the Active Transportation category under the budget line for corridor encroachment and maintenance to cover the cost of this contract. Therefore, there is no additional fiscal impact.

SUMMARY

The RTC routinely conducts inspections of the Santa Cruz Branch Rail Line corridor to identify work needed to preserve the SCBRL including drainage repairs, bridge repairs, vegetation control, and at-grade roadway crossing maintenance. RTC's contract to develop environmental permits for maintenance activities on the SCBRL expired in June 2025 upon completion of submitting 5-year programmatic permits. Environmental professional services is needed to facilitate the review and approval of permit applications

submitted in June 2025. Staff recommends that the RTC sole source a contract to EcoSystems West in an amount not-to-exceed $91,340 for consultation with environmental resource agencies

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Draft Contract and Scope of Work

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 5, 2025
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE
A CONTRACT WITH ECOSYSTEMS WEST
FOR ENVIRONMENTAL PERMITTING SERVICES IN AN AMOUNT NOT-TO-EXCEED
$91,340 TO BE COMPLETED BY SEPTEMBER 30, 2026

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

WHEREAS, preservation and maintenance of the SCBRL is needed to support future transportation uses of the Rail Line corridor, including a multi-use trail next to the rail line and freight and excursion rail services;

WHEREAS, environmental permitting is required to undertake routine maintenance activities, such as, but not limited to culvert clearing, replacement and ditch regrading, in areas with federal environmental resources subject to federal law;

WHEREAS, RTC submitted environmental permit applications to United States Army Corps of Engineers (USACE) and Regional Water Quality Control Board (RWQCB) for maintenance activities on the SCBRL;

WHEREAS, additional professional services are needed to consult with environmental resource agencies to facilitate permit approval;

WHEREAS, RTC staff is recommending a sole source contract with EcoSystems West to complete the work described above and outlined in Attachment 1: Exhibit A.

WHEREAS, EcoSystems West Consulting Group is uniquely qualified to complete this work due to their: highly specialized services associated with biological analysis of environmental resources on the SCBRL; extensive knowledge and experience regarding SCBRL maintenance activities and potential impacts to environmental resources; and prior detailed review, field surveys and mapping of sensitive environmental resources located on the SCBRL.

WHEREAS, environmental permitting for maintenance activities within the Santa Cruz Branch Rail Line right-of-way are funded through Measure D Active Transportation funds for Corridor Encroachment & Maintenance;

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL

TRANSPORTATION COMMISSION THAT:

1. The Executive Director is authorized to execute a contract with EcoSystems West Consulting Group in an amount not-to-exceed $91,340 with a term ending September 30, 2026 to provide environmental permitting consultation services to support maintenance preservation activities on the Santa Cruz Branch Rail Line, subject to final review and approval by legal counsel.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

_____ _____

Eduardo Montesino, Chair Sarah Christensen, Secretary

Distribution: RTC Fiscal, RTC and Consultant Project Managers

Contract No. TP2224

PROFESSIONAL SERVICES
INDEPENDENT CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into on _____, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and ECOSYSTEMS WEST CONSULTING GROUP, hereinafter called CONSULTANT. The parties agree as follows:

1. DUTIES.

A. CONSULTANT agrees to exercise special skill for consultation with environmental resource agencies on behalf of the COMMISSION to secure permits for maintenance and preservation activities on the Santa Cruz Branch Rail Line in environmentally sensitive areas under federal jurisdictions, as specified in Exhibit A Scope of Services, which by this reference is incorporated herein. If there is any conflict between the approved Scope of Services (Exhibit A) and this contract, this contract shall take precedence.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

Name	Firm	Function
Erin McGinty	EcoSystems West	Project Manager
Justin Davilla	EcoSystems West	Field Specialist
William Davilla	EcoSystems West	Principle

C. No person named in paragraph B of this Section, or in the Fee Schedule (Exhibit C), or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, including subconsultants, without the prior written consent of the COMMISSION Contract Manager. Such consent shall not be unreasonably withheld.

D. CONSULTANT'S PROGRESS REPORTS AND/OR MEETINGS

1. CONSULTANT shall perform the services in accordance with the Project Schedule attached hereto (Exhibit B) and incorporated by reference. The CONSULTANT shall submit written progress reports with each invoice.

2. The CONSULTANT's Project Manager shall meet with the COMMISSION's Contract Manager, as needed, to discuss progress on the contract.

2. <u>COMPENSATION</u>. In consideration for CONSULTANT accomplishing work to be performed under this contract (as described in Exhibit A Scope of Services and Exhibit B Project Schedule), COMMISSION shall compensate CONSULTANT in accordance with the approved Fee Schedule, attached hereto (Exhibit C) and incorporated by reference. Total payment shall not exceed $91,340 on a time and materials basis at the rates and conditions set out in Exhibit C. If there is any conflict between the approved Fee Schedule (Exhibit C) and this contract, this contract shall take precedence.

A. In no event will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the indirect cost rate set forth in the Fee Schedule (Exhibit C).

B. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal (Exhibit C) and is approved by COMMISSION'S Contract Manager. Salary increases are not allowed until one (1) year after the contract is executed and every year thereafter. The escalation rate is set at <<XX%>> for the duration of this AGREEMENT.

C. Reimbursement for transportation and subsistence costs shall not exceed the per diem rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (Cal HR).

D. CONSULTANT is responsible for right of entry permit for work within the rail right of way as required by the COMMISSION'S rail operator Progressive Rail (Exhibit D) and such expenses are included in the Fee Schedule (Exhibit C)..

E. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.

F. Progress payments will be made no less than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services (Exhibit A) and Project Schedule (Exhibit B), the COMMISSION may terminate this AGREEMENT in accordance with the provisions of Section 6 of this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. This contract is valid and enforceable only, if sufficient funds are made available to COMMISSION for the purpose of this contract. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

I. The CONSULTANT will be reimbursed after receipt by the COMMISSION's Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall be sent electronically to the COMMISSION's Contract Manager:

Santa Cruz County Regional Transportation Commission
Attn: Grace Blakeslee, Supervising Transportation Planner
gblakeslee@sccrtc.org *and* accountspayable@sccrtc.org

The invoices must include the following information:

1. This agreement number, amendment number, phase/task numbers, and project title;
2. Percentage of work complete for each phase and task;
3. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by phase/task;
4. Itemized expenses incurred during the billing period;
5. Total payment requested;
6. Total amount previously paid under this AGREEMENT; and
7. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work.

3. **RETENTION.** No retainage will be withheld by the COMMISSION from progress payments due CONSULTANT. Retainage by CONSULTANT or subconsultants (as identified in Section 1) is prohibited, and no retainage will be held by the CONSULTANT or subconsultants from progress payments due to subconsultants.

Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code and/or Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, statutory, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant, or other good faith dispute that legally permits a CONSULTANT to withhold payments to subconsultants under California law or good cause that allows CONSULTANT to withhold payment under federal law.

4. FUNDING REQUIREMENTS

A. It is mutually understood between the CONSULTANT and COMMISSION that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COMMISSION for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, federal or state agency, or COMMISSION that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. COMMISSION has the option to terminate the AGREEMENT pursuant to Section 6 Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

5. TERM.

A. The AGREEMENT shall end on September 30, 2026, unless earlier terminated or extended by contract amendment.

B. The CONSULTANT is advised that this AGREEMENT is not binding and enforceable until it is approved by the COMMISSION and fully executed.

6. <u>TERMINATION</u>.

A. COMMISSION reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. COMMISSION may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COMMISSION may proceed with the work in any manner deemed proper by COMMISSION. If COMMISSION terminates this contract with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

7. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.</u> To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, protect, and hold harmless the COMMISSION, its governing body, officers, officials, agents, employees and volunteers from and against:

A. Any and all claims, demands, costs, damages, losses, expenses, or liability arising from or connected with the services provided under this AGREEMENT due to the recklessness, willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney's fees, incurred by COMMISSION in defending against claims ultimately determined to be due to recklessness, willful misconduct or to negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents.

B. Any and all federal, State and local taxes, charges, fees, penalties, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, subconsultants employees, volunteers, and agents engaged in the performance of this AGREEMENT (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

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C. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this AGREEMENT is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of COMMISSION, CONSULTANT shall indemnify, defend, and hold harmless COMMISSION for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of COMMISSION.

D. The provisions of this section shall survive expiration, termination, or suspension of this AGREEMENT.

8. **INSURANCE.** CONSULTANT, at its sole cost and expense, for the full term of this AGREEMENT, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it. Insurance is to be placed with insurers reasonably acceptable to COMMISSION.

A. Types of Insurance and Minimum Limits

1. Workers' Compensation in the minimum statutorily required coverage amounts.

2. Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this AGREEMENT, including owned, non-owned (e.g., owned by CONSULTANT'S employees), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

4. Professional Liability Insurance in the minimum amount of one million dollars ($1,000,000) combined single limit, if,

and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION here: _____/_____.

If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this AGREEMENT, that greater amount shall become the minimum required amount of insurance for purposes of this AGREEMENT. Therefore, CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this AGREEMENT.

B. Other Insurance Provisions

1. If any insurance coverage required in this AGREEMENT is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT agrees that the retroactive date thereof shall be no later than the effective date of this AGREEMENT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this AGREEMENT (hereinafter "POST AGREEMENT COVERAGE") and any extensions thereof. CONSULTANT may maintain the required POST AGREEMENT COVERAGE by renewal or purchase of prior acts or tail coverage. The COMMISSION will not be responsible for any premiums or assessments on the policy.

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

3. CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this AGREEMENT with Certificates of Insurance and endorsements for all required coverages. The Certificates of Insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall require the carrier to notify COMMISSION in

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writing of any material change, cancellation, termination or non-renewal of the coverage at least thirty days (30) days in advance of the effective date of such cancellation, or material change, or non-renewal. Insurance shall not be canceled until after ten (10) days prior written notice in the event of nonpayment of premium. Failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent via email to:

contracts@sccrtc.org

4. If any insurance policy of CONSULTANT required by this AGREEMENT includes language conditioning the insurer's legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONSULTANT and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.
5. CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) workdays, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional insured. If CONSULTANT'S insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this AGREEMENT so as to not prevent any of the parties to this AGREEMENT from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.
6. CONSULTANT hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONSULTANT

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may acquire against the COMMISSION by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COMMISSION has received a waiver of subrogation endorsement from the insurer.

7. CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this AGREEMENT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. FEDERAL, STATE AND LOCAL LAWS.

A. CONSULTANT warrants that in the performance of this AGREEMENT, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONSULTANT shall notify COMMISSION of the nature and impact of such conflict. The COMMISSION agrees to cooperate and work with the CONSULTANT in an effort to resolve any conflict.

B. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on COMMISSION as a recipient of federal or state funds are imposed on CONSULTANT.

10. RIGHT OF ENTRY AGREEMENT. CONSULTANT shall obtain a right of entry agreement with St. Paul & Pacific Railroad (SPPR) in which 30-45 days are needed for SPPR to process this request. SPPR guidelines for obtaining a right of entry agreement are included as Exhibit D.

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

12. <u>NON-DISCRIMINATION AND COMPLIANCE PROVISIONS</u>. During and in relation to the performance of this AGREEMENT, CONSULTANT agrees to the following:

A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

B. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 8113 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

C. CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

D. CONSULTANT and its subconsultants shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with this Section.

E. In the event of CONSULTANT'S non-compliance with the non-discrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the AGREEMENT in whole or in part. CONSULTANT may also be declared ineligible for further agreements with the COMMISSION.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to perform work under this AGREEMENT.

13. HARASSMENT. The COMMISSION maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a COMMISSION employee's work performance or creates an intimidating, hostile or offensive work environment.

14. CONFLICT OF INTEREST.

A. CONSULTANT shall disclose any financial, business, or other relationship with COMMISSION that may have an impact upon the outcome of this contract, or any ensuing COMMISSION construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COMMISSION construction project, which will follow.

B. CONSULTANT certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either COMMISSION ordinance or State law.

C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

D. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

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15. <u>LICENSES</u>. If a license of any kind is required of CONSULTANT, its employees, agents, or subcontractors by Federal or State law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, that CONSULTANT shall keep it in effect at all times during the terms of this AGREEMENT, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

16. <u>INDEPENDENT CONSULTANT STATUS</u>.

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

1. <u>PRINCIPAL TEST</u>: The CONSULTANT rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

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

B. It is recognized that it is not necessary that all secondary factors support creation of an independent CONSULTANT

relationship, but rather that overall there are significant secondary factors which indicate that CONSULTANT is an independent CONSULTANT.

C. By their signatures to this AGREEMENT, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this AGREEMENT is in fact an independent CONSULTANT.

17. <u>RETENTION OF RECORDS/AUDIT</u>.

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four years from the date of final payment under the contract. The state, State Auditor, COMMISSION, or any duly authorized representative shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. If any action has occurred relative to the records, the records must be retained until completion of the action and resolution of all issues that arise from it.

B. CONSULTANT and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

C. Subcontracts in excess of $25,000 shall contain this provision.

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18. **INSPECTION OF WORK.** The CONSULTANT and any subconsultant shall permit the COMMISSION or the State, to review and inspect the project activities and files at all reasonable times during the term of this AGREEMENT including review and inspection on a daily basis.

19. **ACKNOWLEDGMENT.** CONSULTANT shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

20. **WORK PRODUCTS/OWNERSHIP OF DATA.** All material, data, information, and written, graphic or other work produced under this AGREEMENT is subject to the unqualified and unconditional right of the COMMISSION to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so.

    A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this AGREEMENT (herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.

    B. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

    C. The COMMISSION may permit copyrighting reports or other contract products, subject to its rights in Section D below. If copyrights are permitted, the agreement shall provide that the COMMISSION shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

    D. If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the COMMISSION a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

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E. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

21. CONFIDENTIALITY OF DATA.

A. All financial, statistical, personal, technical, or other data and information relative to COMMISSION's operations, which are designated confidential by COMMISSION and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COMMISSION relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COMMISSION's actions on the same, except to COMMISSION's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COMMISSION, and receipt of COMMISSION'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Section.

22. AUDIT REVIEW PROCEDURES.

A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this AGREEMENT that is not disposed of by agreement, shall be reviewed by the COMMISSION'S Contract Manager.

B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COMMISSION'S Executive Director of unresolved audit issues. The request for review will be submitted in writing. The Executive Director's determination regarding such dispute shall be final unless the Executive Director determines, in its sole discretion, that the dispute shall be determined by the COMMISSION.

C. Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.

23. <u>SUBCONTRACTING</u>.

A. Nothing contained in this contract or otherwise, shall create any contractual relation between COMMISSION and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COMMISSION for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COMMISSION'S obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this AGREEMENT shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule (Exhibit C).

C. CONSULTANT shall pay its subconsultants within seven (7 calendar days from receipt of each payment made to CONSULTANT by COMMISSION.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultants must be approved in writing by the COMMISSION's Contract Manager prior to the start of work by the subconsultant.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this AGREEMENT to be applicable to those subconsultants.

24. <u>REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION</u>. The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any COMMISSION employee. For breach or violation of this warranty, COMMISSION shall have the right in its discretion;

to terminate the AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. **NOTIFICATION.** All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed or emailing with delivery receipt requested as follows:

CONSULTANT:
EcoSystems West Consulting Group
Erin McGinty, Project Manager
180 7th Avenue Suite 201, Santa Cruz, CA 95062
erincolemcginty@gmail.com

COMMISSION:
Santa Cruz County Regional Transportation Commission
Grace Blakeslee, Supervising Transportation Planner
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
gblakeslee@sccrtc.org

26. **FORCE MAJEURE.** Neither COMMISSION nor CONSULTANT will be liable for any breach or failure to perform under this AGREEMENT or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of federal, state, or local government, either in its sovereign or contractual capacity, fire, floods, epidemics, pandemics, and quarantines, civil disobedience, strikes, lock-outs, freight embargoes, or severe weather provided, however, that party which has been so affected will promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore. The party claiming force majeure shall promptly notify the other party of the termination of the event and shall resume its performance under this AGREEMENT immediately upon the cessation of such cause(s). During the period that the performance by one of the parties of its obligations under this AGREEMENT has been suspended because of an event of force majeure, the other party may likewise suspend the performance of its obligations under this AGREEMENT to the extent that the suspension is reasonable.

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27. COMPLETE AGREEMENT.

A. AGREEMENT: The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this AGREEMENT subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This AGREEMENT includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the AGREEMENT between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this AGREEMENT shall not affect the validity of other terms or conditions. The COMMISSION's waiver of CONSULTANT's performance of any term(s) or condition(s) of this AGREEMENT shall not be construed as a waiver for any future performance of such term(s) or conditions.

Attachments are:

- Exhibit A: Scope of Services
- Project B: Project Schedule
- Exhibit C: Fee Schedule
- Exhibit D: St. Paul & Pacific Railroad Right of Entry Guidelines for Document Submission
- Exhibit E: Levine Act Statement

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The undersigned represents and warrants that they are duly authorized to execute and deliver this AGREEMENT and that such execution is binding upon the entity for which they are executing this document.

SIGNATURE PAGE

Agreement No. TP2224

1. CONSULTANT:

By _____
William Davilla
Owner/Principal

Date_____

EcoSystems West Consulting Group
180 7th Avenue
Santa Cruz, CA 95062
(831) 429-6730
davilla@msn.com

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:

By _____
Sarah Christensen
Executive Director

Date_____

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

3. APPROVED AS TO FORM:

By _____
Steve Mattas
RTC Counsel

Date_____

4. APPROVED AS TO INSURANCE:

By _____
Yesenia Parra
RTC Administrative Services Officer

Date_____

Distribution: RTC Contract Manager, RTC Contracts, CONSULTANT

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EXHIBIT A

Revised July 23, 2025

Grace Blakeslee
Senior Transportation Planner
Santa Cruz County Regional Transportation Commission
1101 Pacific Ave, Suite 250 Santa Cruz, CA 95060
gblakeslee@sccrtc.org

Subject: *Revised* Scope of Work for Permitting/Consultation for the Santa Cruz Branch Rail Line 5-Year Maintenance and Repair Program, Santa Cruz County, California.

EcoSystems West Consulting Group (EcoSystems West) is pleased to provide this scope of work and cost estimate to the Santa Cruz County Regional Transportation Commission (RTC) for agency consultation and permitting on the Santa Cruz Branch Rail Line 5-Year Maintenance and Repair Program (Maintenance Program). Please review the scope of work below and cost estimate in the table that follows.

Project Understanding

The Santa Cruz County Regional Transportation Commission (RTC) is permitting the Santa Cruz Branch Rail Line (SCBRL) 5-Year Maintenance and Repair Program (Maintenance Program), a comprehensive initiative aimed at addressing infrastructure deficiencies along the 32-mile rail alignment located across Santa Cruz County (County), California. The Maintenance Program as proposed by the RTC is designed to ensure the safety, functionality, and longevity of the rail corridor. Proposed maintenance elements within the Program include ditch regrading, culvert maintenance, culvert repair, replacement, and/or installation, vegetation management, slope stabilization, bridge repairs, and various other structural improvements. Permit applications for this Program were submitted by EcoSystems West on June 26, 2025. Following the submission of permitting materials and cessation of the previous contract, the RTC seeks biological consulting assistance from EcoSystems West to assist with:

- obtaining permits for the Program,
- perform agency consultation
- respond to requests by the agencies for additional information,
- prepare subsequent drafts of the restoration/mitigation plan, and
- Maintenance Program coordination and management during consultation.

Task 1. USACE (Section 404 of the Clean Water Act) – Formal Consultation

The proposed Program includes work below the Ordinary High-Water Mark of streams and within three-parameter wetlands with direct connectivity to Traditional Navigable Waters (TNWs), triggering the need for a permit from the USACE under Section 404 of the Clean Water Act (CWA).

As a federal agency, USACE is responsible for formal consultation under the federal Endangered Species Act (ESA) with US Fish and Wildlife Service (USFWS) and National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (Fisheries).

In addition, USACE is responsible for formal consultation under Section 106 of the National Historic Preservation Act. As such, USACE will initiate consultation with the State Historic Preservation Office (SHPO) for the Program. Albion Environmental has prepared a summary report of known and potential cultural resources.

The USACE application was submitted on June 26, 2025.

Activities in Task 1 include but are not limited to:

- Provide support to the RTC through the consultation process by facilitating access to the Maintenance Program's WebMap via ESRI ArcGIS Online, initiation of an interagency meeting and answering questions regarding impacts and avoidance, minimization, and mitigation for federal jurisdictional aquatic features.
- Provide requested supplemental materials to agency representatives and assist with refinement and finalization of the restoration plan, including the development of compensatory mitigation planning and design, if determined to be necessary. It is anticipated that additional information such as a standard culvert design and estimated total quantity (cubic yards) of sediment to be removed from aquatic features over the 5-Year Program period. Since the USACE has passed this Program to a regional infrastructure Project Manager, they may have a different mechanism for managing these details.

Deliverables:

- ❖ Responses to Requests for Additional Information, as requested by USACE including but not limited to locations where culverts outflow into waters of the US, locations where culverts repairs and replacements fall within USACE jurisdiction, total quantity of sediment to be removed over the 5-year period and infrastructure designs that will be located within USACE jurisdictions.

Assumptions:

- The RTC will provide additional Information, as requested by the USACE, such as a standard culvert design or estimated total quantity (cubic yards) of sediment to be removed over the 5-Year Program Period.
- Response to information requests and data gaps are intended to support a 5-Year Program period that will be reauthorized after the 5-Year term expires with limited additional information needed, such as new estimates on quantities (cubic yards) of sediment to be removed and/or additional details on infrastructure designs, as needed. Updates to the Maintenance Program that reflect changes to relevant federal laws and regulations, including the listing of species under the ESA may also be included.

Task 1.1 USFWS (Section 7 of the ESA) – Formal Consultation

We anticipate the USACE will initiate formal consultation with USFWS (in compliance with the Endangered Species Act), based on the known presence of the federally-listed species and designated Critical Habitat that fall under the jurisdiction of USFWS.

Activities in Task 1.1 include but are not limited to:

- Provide support to RTC to complete formal consultation with USFWS (in compliance with the federal ESA), based on the known presence of the federally threatened California red-legged frog (CRLF), potential presence of various other sensitive plant and wildlife species, and three finalized Critical Habitats (CRLF, tidewater goby, and marbled murrelet) present within the Program Area that fall under the jurisdiction of USFWS.

- Provide support to the RTC through the consultation process by facilitating USFWS access to the Maintenance Program's WebMap via ESRI ArcGIS Online.
- Provide support for addressing mitigation for impacts associated with maintenance activities and impacts within Critical Habitat, as needed, if requested by USFWS.
- Provide additional information to USFWS regarding known and potential habitat of federally-listed species, and incorporate any additional measures required by USFWS into the draft restoration/mitigation plan.

Deliverables:

- ❖ Responses to requests for additional Information, as requested by USFW including, but not limited to maps and data regarding occurrence records for federally listed species and mitigation planning.
- ❖ Incorporation of additional protective measures required by USFWS into the restoration/mitigation plan.

Assumptions:

- USFWS will make a "may affect, not likely to adversely affect" determination for CRLF under the Section 7 bifurcated permitting mechanism, which would allow for handling and relocation of CRLF during Program implementation through which may proceed through Formal Consultation and issuance of a Biological Opinion and Incidental Take Permit
- A "No Effect" determination with Best Management Practices in place, for tidewater goby, known to occur in some of the streams that intersect the rail line (and lagoons downstream of the rail line)[1].
- A "No Effect" determination for western pond turtle (currently Proposed for listing under the ESA)[2].
- A "No Effect" determination for marbled murrelet, since Program activities would not impact habitat features for this species[3].
- The RTC will arrange for access by USFWS to the Maintenance Program WebMap.

Task 1.2 NOAA Fisheries (Section 7 of the ESA) –Technical Assistance

USACE will likely request technical assistance from NOAA Fisheries for the Program due to the presence of anadromous fish species and designated Critical Habitat in the creeks and lagoons that intersect the rail line and/or are downstream of infrastructure features.

Activities in subtask 1.2 include, but are not limited to:

- Participate in Informal Consultation (Technical Assistance) with NOAA Fisheries for coho salmon and steelhead, including responding to requests for additional information such as regarding culvert clearing of creeks that are within Critical Habitat, incorporating additional protective measures required by NOAA Fisheries into the restoration/mitigation plan.

Deliverables:

- ❖ Responses to requests for additional information regarding fish habitat, impacts, and avoidance, minimization, and mitigation for protected fish species from NOAA Fisheries.
- ❖ Incorporation of any additional protective measures into the restoration/mitigation plan, as required.

Assumptions:

- NOAA will make a finding of "No Effect" determination based on the nature of the work and the implementation of Best Management Practices (BMPs) to avoid impacts to aquatic habitat[4].
- Technical Assistance (Informal Consultation) and no Formal (Section 7) Consultation with NOAA Fisheries will be required.

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[1] Critical Habitat for this species may be indirectly impacted by the release of sediments from culvert clearing and, therefore, USFWS may make a "may affect, not likely to adversely affect" determination and require additional protective measures and/or mitigation.

[2] This species is considered during Project permitting but is not subject to the take provisions (Section 9) of the ESA. This species may be listed during the 5-Year Program period, in which case take provisions would apply.

[3] Critical Habitat for marbled murrelet overlaps with the Program Area.

[4] NOAA Fisheries may make a "may affect, not likely to adversely affect" determination based on impacts associated with culvert clearing of creeks that are within Critical.

Task 1.3 SHPO (Section 106 of the National Historic Preservation Act) – Consultation

Rincon Consultants, Inc. has prepared a summary report of cultural resources for the Program. EcoSystems West and Rincon will answer questions, as needed, during consultation and Rincon will complete a Phase I Inventory, if determined to be necessary.

Activities in subtask 1.3 include, but are not limited to:

- Prepare supplemental information required by USACE and SHPO related to cultural resources for the Program. Because of the limited nature of activities in already disturbed areas, the Summary Report may be sufficient. The activities for which supplemental information would be required will be determined during consultation with USACE.

Deliverable:

❖ Responses to questions about the cultural resources summary report prepared by Rincon Consultants, as needed, during consultation.

Assumptions:

- Basis of analysis is the summary report of cultural resources prepared by Rincon Consultants for the Program.
- Due to the limited nature of activities in already disturbed areas, the summary report of cultural analysis is sufficient and no supplemental information would be necessary[5].

Task 2. Regional Board (Section 401 of the Clean Water Act) – Formal Consultation

The proposed Program includes work below the Ordinary High-Water Mark of streams and within or adjacent to three-parameter federal jurisdictional wetlands, triggering the need for a permit from the Regional Board under Section 401 of the Clean Water Act. EcoSystems West prepared and submitted an application for a 401 Water Quality Certification (WQC) on June 26, 2025. A 401 WQC must be obtained from the Regional Board for a USACE Permit to be valid.

The Regional Board will require assistance in determining what features they take jurisdiction over (i.e., determining which features will require restoration/mitigation), pursuant to the Interstate Commerce Commission Termination Act (ICCTA), which preempts state and local permitting requirements for routine rail maintenance activities.

Activities in Task 2 include, but are not limited to:

- Facilitate the permit review process, by providing access to the Program's WebMap via ESRI's ArcGIS Online to facilitate shared viewing with agency representatives,
- Initiating and facilitating an interagency meeting,
- Answering questions regarding impacts and avoidance, minimization, and mitigation for federal jurisdictional aquatic features.

Deliverables:

❖ Responses to requests for additional Information, as requested by the Regional Board including, but not limited to discussions regarding ICTAA, details regarding the type and quantity of potential impacts (i.e. cubic yards and linear feet), mitigation ratio and proposed restoration locations.

Assumptions:

- The RTC will provide additional information regarding ICCTA as required by the Regional Board.

[5] . Once the USACE has reviewed the application, it is possible that the USACE or SHPO may require a Phase I Inventory.

Task 3. Restoration/Mitigation Planning

The current assumption is that all restoration and mitigation occur will on-site immediately following completion of annual maintenance activities. If the agencies concur with the proposed on-site restoration plan provided in the permit package, it is likely that additional detail will be required.

Activities in Task 3 include, but are not limited to:

- Provide additional information such as planting palettes and seed mixes, expected functions and values of restored features, success criteria, and mitigation monitoring requirements, as needed.

Deliverable:

- ❖ Restoration Plan (Subsequent drafts with additional detail)

Task 4. ArcGIS WebMap Access Facilitation

The RTC Maintenance Program WebMap includes an inventory of infrastructure included in Maintenance Program and a delineation of sensitive resources under federal jurisdiction. The RTC Maintenance Program WebMap is a resource for permitting agencies and the RTC when preparing, reviewing permits and mitigation requirements.

Activities included under Task 4 include, but are not limited to:

- Assist with providing agency access to the WebMap, answering WebMap related questions, and making any edits to the WebMap or Metadata as needed during consultation.

Deliverables:

- ❖ Responses to requests for assistance, questions or requests for additional information about WebMap content.

Task 5. Program Management and Coordination

Activities under Task 5 include, but are not limited to:

- Coordinate with the RTC, resource agency representatives, and Rincon (as needed) on an ongoing basis throughout Program consultation.
- Participation in team meetings, internal document review, and routine coordination activities such as email correspondence, phone calls, and preparation of supporting materials required to advance permitting and implementation.

OPTIONAL TASKS

Task 1.3 Phase I Inventory (to be completed by Rincon Consulting Inc Environmental)

Should the SHPO consultation find that there will be potential impacts to cultural resources a Phase 1 Inventory of cultural resources may be required.

Deliverable:

- ❖ *Phase 1 Inventory of Cultural Resources*

Task 2.1 Regional Board (Section 401 of the Clean Water Act) – Year 1 Annual Plan Preparation

Following the issuance of, or concurrent with the WQC and at the request of the RTC, EcoSystems West will work with the RTC to prepare an annual Maintenance Program implementation plan for the upcoming work season. The plan will identify proposed work locations and quantify impacts, including area (acres and/or square feet), linear feet of features affected, volume of sediment removed (cubic yards), type of wetlands temporarily impacted, and proposed restoration or mitigation measures. The final format and content of the plan will be determined in coordination with the Regional Board.

Deliverable:

- ❖ *REGIONAL BOARD YEAR 1 ANNUAL MAINTENANCE PROGRAM PLAN*

Assumption:

- The RTC will provide Year 1 Program Information, including locations where maintenance activities will be implemented and estimated quantities of sediment to be removed.

TASK 2.2 REGIONAL BOARD (SECTION 401 OF THE CLEAN WATER ACT) – YEAR 1 ANNUAL REPORT PREPARATION

Once the 401 Certification has been issued, an annual report will be due to the Regional Board on May 31 of each year, *whether or not the Program has been initiated*. With the approval of the RTC, EcoSystems West prepare the first annual report after permit issuance to ensure the RTC stays in compliance with this permit.

Deliverable:

- ❖ *REGIONAL BOARD YEAR 1 ANNUAL REPORT*

Assumption:

- RTC will provide a report of completed activities under the Year 1 Maintenance Program including where maintenance were completed, the acreage and cubic yards.

TASK 3.1 REGIONAL BOARD – YEAR 1 ANNUAL RESTORATION PLAN PREPARATION

We anticipate that the Regional Board will require a more detailed restoration plan on an annual basis that will identify the areas (and acreage) to be restored associated with the annual maintenance plan, as described under **Task 2.1** above.

Activities under Task 3.1 include, but are not limited to:

- Prepare the Year 1 Annual Restoration Plan, including, assessing impacts related to annual maintenance activities and identify corresponding restoration areas including acreage (based on the ratio agreed upon by the Regional Board and RTC during consultation) and plant palettes suitable for the location.

Deliverable:

- ❖ *REGIONAL BOARD YEAR 1 ANNUAL RESTORATION PLAN*

TASK 3.2 OPTIONAL COMPENSATORY MITIGATION PLANNING

Based on the extent and type of impacts to jurisdictional resources, and temporal loss associated with temporary impacts, the UCACE, Regional Board, and USFWS may require compensatory mitigation.

Activities included in task 3.2 include, but are not limited to:

- Work with the RTC to refine preliminary mitigation plans.
- Compensatory Mitigation Planning to inform updated Restoration/Mitigation Plan.

Deliverables:

- ❖ *Updated Restoration/Mitigation Plan*
- ❖ *Water Resources Engineering Design Plan*

Conclusion

The Cost Estimate makes assumptions about the level of effort and associated costs for Phase 2 of the Program permitting effort. Because the level of effort required for permitting is difficult to estimate, we have provided conservative estimates. Optional Tasks are located at the bottom of the cost estimate table.

EXHIBIT B

Estimated Project Schedule

September 15, 2025- November 15, 2025- Respond to request for additional information and clarification from Federal Environmental Resource Agencies regarding scope of programmatic permit.

October 2025- Schedule and facilitate interagency meeting.

November 16, 2025- December 31, 2025- Answering questions regarding impacts and avoidance, minimization, and mitigation for federal jurisdictional aquatic features.

January 1, 2026- March 31, 2026 - Develop and submit restoration plan to USACE and RWQCB

April 1, 2026-June 30, 2026- Restoration Plan Approval

January 1, 2026- March 31, 2026- USACE and RWQCB Permit Approval

Ongoing- Facilitate access to the Arc GIS Webmap that identifies potential impacts to jurisdictional features on the Santa Cruz Branch Rail Line.

EXHIBIT C

Table 1. Estimated Level of Effort and Cost for Permitting/Consultation for the SCBRL 5-Year Maintenance and Repair Program, Santa Cruz County, California.

TASKS	EcoSystems West				Harris	Rincon	Waterways
	W. Davilla	J. Davilla	E. McGinty	Staff Biologist			
Task 1. USACE Formal Consultation		16	48				
Task 1.1. USFWS Formal Consultation			40	12			
Task 1.2. NOAA Fisheries Technical Assistance/Formal Consultation			20	8			
Task 1.3. SHPO Section 106 Consultation			12			40	
Optional Phase I Inventory						TBD	
Task 2. Regional Board Consultation		16	60				
Task 2.1. Optional Annual Plan Preparation			6	24			
Task 2.2 Optional Year 1 Annual Report				12			
Task 3. Restoration/Mitigation Planning		16	24	40			
Task 3.1. Optional Annual Restoration Plan Preparation		16	24	40			
Task 3.2 Optional Compensatory Mitigation Planning/Design Plans		TBD	TBD		8		TBD
Task 4. ArcGis WebMap Access		4		4	24		
Task 5. Program Management and Coordination	16	16	60	32			
Total Hours	16	68	264	96	24	40	
Rate	$190	$170	$170	$140	$175	$318	
LABOR SUBTOTAL	$3,040	$11,560	$44,880	$13,440	$4,200	$12,720	
Other Direct Costs: ROE Application to Progressive Rail	$1,500.00						
TOTAL	**$91,340**						
OPTIONAL TASKS SUBTOTAL AND TOTAL							
Total Hours	2	16 + TBD	30 + TBD	76	8		
Rate	$190	$170	$170	$140	$175		
SUBTOTAL	$380	$2,720 + TBD	$5,100 + TBD	$10,640	$1,400	TBD	TBD
TOTAL	**$20,240 + TBD**						

EXHIBIT D

PULLING FOR AMERICA

Guidelines for Document Submission
Railroad Right of Entry (ROE)

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

ROE Packet will entail:

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

Flagging rate for Standard Projects is $2000.00/ 8-hour day; Flagging rate for Govt. Project is $1,000.00/day

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

Certificate of Insurance (COI)

COI are required from the General Contractor and ALL Sub Contractors

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

Railroad Contact Information

Please email *and* mail required documents to:

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

EXHIBIT E

California Levine Act Statement

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the twelve months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

A list of the Santa Cruz County Regional Trasnportation Commissions's (RTC) Commissioners and their Alternates is available on the RTC website https://sccrtc.org/about/commission-members/ and is incorporated herein as if attached. Proposers/bidders are responsible for accessing this link to review the names prior to answering the following questions:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any RTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

   ☐ YES ☑ NO

   If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any RTC commissioners in the three months following the award of the contract?

   ☐ YES ☑ NO

   If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude RTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

08/21/2025	William Davilla Digitally signed by William Davilla Date: 2025.08.21 17:57:29 -07'00'
Date	(signature of authorized official)
Ecosystems West Consulting Gr.	William Davilla, Owner
Company Name	(type or write appropriate name, title)

AGENDA: September 4, 2025

TO: Santa Cruz County Regional Transportation Commission

FROM: Amy Naranjo, Transportation Planner

RE: Santa Cruz County GO BIKE! Bicycle Incentive Program

RECOMMENDATIONS

Staff recommend that the Santa Cruz County Regional Transportation Commission receive an informational update on the GO BIKE! bicycle incentives program.

BACKGROUND

The GO BIKE! program, which provides incentives for electric bicycles, standard bicycles, and bike-share services, officially launched on June 13, 2025. All available funds were claimed within two weeks, and a waitlist has been established for applicants pending additional grant funding. This report provides information in response to questions raised by Commissioners at the August 7th RTC meeting.

DISCUSSION

The GO BIKE! incentive program (https://gosantacruzcounty.org/go-bike/) is a county-wide initiative that offers point-of-sale vouchers to income-qualified individuals who live or work in Santa Cruz County for the purchase of standard bicycles, electric bicycles, or bike-sharing services. The program is funded by the Regional Transportation Commission (RTC) and the Monterey Bay Air Resources District (MBARD), with a total of $375,000 available for incentives.

The program offers the following vouchers:

- Non-Electric Bicycle: $300
- Standard Electric Bicycle: $800
- Cargo or Adaptive Electric Bicycle: $1200
- BCycle Annual Pass: $245 value

The program's goals are to reduce vehicle miles traveled by encouraging people to use bicycles instead of cars and to increase access to clean transportation options. Vouchers are distributed on a first-come, first-served basis.

GO BIKE! Eligibility and Requirements

To be eligible for the GO BIKE! program, applicants must meet the following criteria:

- Be an individual aged 18 or older, or a community-serving organization.
- Live or work in Santa Cruz County (subject to verification).
- Be currently enrolled in a verifiable low-income benefit or assistance program (generally below 300% of the federal poverty level).
- There is a limit of one incentive per individual or organization.

Additionally, individuals who are awarded vouchers must fulfill the following requirements:

- Complete a Bicycle Safety Course and pass an exam to ensure safe use.
- Complete Surveys to document the reduction in vehicle miles traveled.

Eligible Bicycles

Approved applicants can use their voucher to purchase a new bicycle from a participating local retailer. All eligible bicycles must meet the following criteria:

- Electric bicycles must meet California's legal definition (motor under 750 watts, with fully functional pedals). The program accepts all three e-bike classes:
  - *Class 1* bikes provide pedal-activated assistance up to 20 mph.
  - *Class 2* bikes have a throttle and can reach 20 mph with or without pedaling.
  - *Class 3* bikes offer pedal-activated assistance up to 28 mph and are equipped with a speedometer.
- Non-electric bicycles must be a commuter-style bike.

Rider Safety and Education

At the August 7th RTC meeting, a Commissioner asked if GO BIKE! participants receive safety training. The program has a mandatory safety education component: applicants must watch a bike safety education video and successfully complete a short exam before a voucher is approved. This covers essential topics like rules of the road, local laws, and safe riding practices.

By requiring all bikes to be purchased from a participating local bike shop, the program encourages a relationship with a knowledgeable retailer who can provide information on specific bike features.

Beyond the program, several other organizations in Santa Cruz County are actively promoting e-bike safety.

The California Highway Patrol (CHP) offers a free online e-bike safety training course for riders of all ages and experience levels.

Santa Cruz County Public Health tracks e-bike crash data and promotes public awareness with materials like the "What to Know About E-Bike Safety" flyer.

Ecology Action provides an "Introduction to E-Bikes" workshop and "E-Bikes Facts & Safety Tips" one-pager.

E-bike Classifications and Regulations

A Commissioner at the August 7th meeting raised concerns about e-bikes traveling faster than 20 mph without pedaling and suggested excluding Class 3 bikes if more funding becomes available. The GO BIKE! program includes all three classes to offer a wider range of options and align with the state bicycle incentives program. All applicants must be 18 or older.

The GO BIKE! program was designed to include all three classes of e-bikes to provide a wider range of options for different types of trips and riders, and to be consistent with the state bicycle incentives program. All applicants must be 18 years or older.

To clarify the capabilities of e-bikes, it's important to understand the difference between pedal-assist and throttle-assist systems:

- Pedal-assist (Classes 1 and 3) means the motor only provides power when the rider is actively pedaling. This gives a natural boost to the rider's own effort. The more pedaling effort exerted by the rider the greater the speed. To reach the top speed the rider must exert significant pedaling effort.

- Throttle-assist (Class 2) allows the rider to use a hand throttle to accelerate and maintain speed without pedaling.

AB 1096 legally defines and classifies electric bicycles. SB 1271 has since clarified that Class 1 and Class 3 e-bikes must be exclusively pedal-assist, with a low-speed "walk mode" as the only exception. Class 2 bikes can still have a throttle, but are limited to 20 mph.

Several cities and counties are implementing new regulations. For example, Marin County (AB 1778) prohibits anyone under 16 from operating a Class 2 e-bike in unincorporated areas. San Diego County (AB 2234) has authority to create a pilot program that allows cities to prohibit children under 12 from riding Class 1 and 2 e-bikes. These efforts cite concerns that the throttle feature can encourage less responsible riding among younger users.

In April 2025, the Capitola City Council proposed that the state establish a minimum age of 14 for Class 2 e-bikes, require a written test for riders under 16, and incorporate traffic safety education into school curricula. The Capitola police department is also actively enforcing existing traffic laws.

In 2024, the County of Santa Cruz approved a new ordinance (Ord. 5451 § 2) to prohibit the operation of e-bikes on sidewalks in unincorporated areas, with an exception when no pedestrians are present and no bikeway is available.

SUMMARY

The GO BIKE! program design, eligibility requirements, and educational components directly address commissioner questions raised at the August 7th RTC meeting. To receive a voucher, all applicants must be 18 or older and complete a mandatory bike safety video and exam. By requiring purchases at local bike shops, the program also ensures participants receive hands-on information about their new bikes.

The program's inclusion of all three e-bike classes (Class 1, 2, and 3) provides options for a wide range of trips. While some cities and counties, like Marin and San Diego, are pursuing local regulations on e-bike age restrictions, the County of Santa Cruz has focused on safety by prohibiting e-bikes from being ridden on sidewalks in unincorporated areas.

AGENDA: September 4, 2025

TO: Regional Transportation Commission (RTC)

FROM: Bouapha Toommaly, Special Advisor

RE: Status reports on FY 2025-26 Transportation Development Act Revenues Through August 2025

SUMMARY

Transportation Development Act revenues are received monthly from the State of California Tax and Fee Administration. Attachment 1 provides the Commission with the status of cumulative revenue receipts for July 2025 through August 2025 and compares the total to the same period in fiscal year (FY) 2024-25 in dollars and as a percentage.

Included in the attachment are the FY 2024-25 Transportation Development Act revenues. Revenues for FY 2025-26 are 0.5% lower than FY 2024-25. Early revenues are roughly flat compared to the same period last year.

Staff will continue to monitor revenues and provide recommendations at a future Santa Cruz County Regional Transportation Commission (RTC) meeting, if action is needed.

BACKGROUND

As the Regional Transportation Planning Agency for Santa Cruz County, the RTC is responsible for receiving and managing funds, and processing Transportation Development Act apportionments. These revenues are generated at the "point of sale" for purchases made within the County of Santa Cruz. Revenues are collected by the California Department of Tax and Fee Administration and distributed each month to the TDA trust fund held at the Santa Cruz County treasury for the RTC as administrator.

FY 2025-26 Cash Receipts

Transportation Development Act FY 2025-26 budgeted revenues are projected to increase $295,299 (+0.023%) from $12,332,348 in the FY 2024-25 estimate to $12,617,577 estimated for FY 2025-26. FY 2025-26 Transportation Development Act cash receipts for July 2025 through August 2025 are $12,056 (-.005%) lower at $2,239,620 compared to $2,251,675 in July 2024 through August 2024. July 2025 through August 2025 cash receipts

represent May 2025 through June 2025 sales tax revenues as shown in Attachment 1.

FY 2025-26 Year Transportation Development Act Revenues

	Actual Cash Receipts July - August			
	FY 2024-25	FY 2025-26	Increase / (-) Decrease	
July	1,012,225	1,111,944	9.85%	99,719
August	1,239,451	1,127,676	-9.02%	(111,775)

	Budgeted to Actuals July 2025 – August 2025			
	Budgeted	Actual	Increase / (-) Decrease	
July	1,331,358	1,111,944	-16.48%	(219,414)
August	1,258,043	1,127,676	-10.36%	(130,367)

October 2025 report will include the seasonal comparison, where we compare the current and prior fiscal years at the end of each quarter on an accrual basis.

Attachment

1. Status Report on Transportation Development Act Revenues as of August 2025

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
TDA REVENUE REPORT
FY 2025/2026

MONTH	FY24 - 25 ACTUAL REVENUE	FY25 - 26 ESTIMATE REVENUE	FY25 - 26 ACTUAL REVENUE	DIFFERENCE	DIFFERENCE AS % OF PROJECTION	CUMULATIVE % OF ACTUAL TO PROJECTION
JULY	1,012,225	1,331,358	1,111,944	-219,414	-16.48%	83.52%
AUGUST	1,239,451	1,258,043	1,127,676	-130,367	-10.36%	86.49%
SEPTEMBER	994,204	1,009,117	0.00			
OCTOBER	901,646	915,171	0.00			
NOVEMBER	1,120,653	1,137,463	0.00			
DECEMBER	1,018,473	1,033,750	0.00			
JANUARY	878,510	877,975	0.00			
FEBRUARY	1,292,658	1,319,500	0.00			
MARCH	881,767	893,200	0.00			
APRIL	775,261	827,225	0.00			
MAY	1,297,651	1,065,750	0.00			
JUNE	1,037,186	949,025	0.00			
TOTAL	12,449,684	12,617,577	2,239,620	**-349,781**	-2.77%	18%

Note:

/Users/bouaphatoommaly/Downloads/[FY2026 TDA Receipts-Working Copy (2).xlsx]Summary

SCCRTC
TRANSPORTATION DEVELOPMENT ACT (TDA)
SUMMARY OF REVENUE RECEIPTS BY MONTH
FY2026 ENDING JUNE 30, 2026

ATTACHMENT 1

MONTH	FY2024-25 ACTUAL REVENUE	FY2025-26 BUDGETED REVENUE	FY2025-26 ACTUAL REVENUE	DIFFERENCE	DIFFERENCE AS % OF PROJECTION	CUMMULATIVE % OF ACTUAL TO PROJECTION	ACTUAL FY 2025-26 COMPARED TO ACTUAL FY 2024-25 **$ Increase (+) /Decrease (-) FY2025 to FY2026**	**% Increase (+) /Decrease (-) FY2025 to FY2026**
JULY	1,012,225	1,331,358	1,111,944	(219,414)	-16.48%	83.52%	**99,719**	9.85%
AUGUST	1,239,451	1,258,043	1,127,676	(130,367)	-10.36%	86.49%	**(111,775)**	-9.02%
SEPTEMBER	994,204	1,009,117	-					
OCTOBER	901,646	915,171	-					
NOVEMBER	1,120,653	1,137,463	-					
DECEMBER	1,018,473	1,033,750	-					
JANUARY	878,510	877,975	-					
FEBRUARY	1,292,658	1,319,500	-					
MARCH	881,767	893,200	-					
APRIL	775,261	827,225	-					
MAY	1,297,651	1,065,750	-					
JUNE	1,037,186	949,025	-					
TOTAL	12,449,684	12,617,577	2,239,620	(349,781)	-2.77%	17.75%	**(12,056)**	**-0.10%**

July 2025 through June 2026	2,251,676	2,589,401	2,239,620	(349,781)	**-13.51%**	**Cash**	(12,056)	**-0.54%**
September 2025 through June 2026	-	-	-	-	**0.00%**	**Accrual**	-	**0.00%**

/Users/bouaphatoommaly/Downloads/[FY2026 TDA Receipts-Working Copy (2).xlsx]Summary

AGENDA: September 4, 2025

TO: Regional Transportation Commission (RTC)

FROM: Bouapha Toommaly, Special Advisor

RE: Status reports on Measure D Revenues from July - August 2025

SUMMARY:

Measure D revenues are received monthly from the California Department of Tax and Fee Administration and distributed to the direct recipients. Attachment 1 provides the Commission with the status of cumulative revenue receipts for July 2025 through June 2026 and compares the total to the same period in fiscal year (FY) 2024-25 in dollars and as a percentage.

Included in the attachment is the FY 2025-26 Measure D revenue report, cash receipts are 1.74% higher than FY 2024-25. Staff will continue to monitor revenues and provide updates throughout the fiscal year.

BACKGROUND:

Measure D FY 2025-26 budgeted revenues were projected to decrease $20,706 (-.0007%) from $27,687,507 in FY 2024-25 to $27,666,801, staying practically flat.

FY 2025-26 Cash Receipts

FY 2025-26 Measure D cash receipts for July 2025 through August 2025 are $ 84,090.55 (1.74%) higher at 4,909,896.19 compared to $ 4,825,805.64 in the same period in FY 2024-25. July 2025 through August 2025 cash receipts represent May 2025 through June 2025 sales tax revenues.

FY2025-26 Year Meas D Revenues - Cash Basis

	FY2024-25	FY2025-26	Increase / (-) Decrease	
July	$ 2,309,396.42	$ 2,379,185.25	3.02%	$ 69,788.83
August	$ 2,516,409.22	$ 2,530,710.94	0.57%	$ 14,301.72

As the administrator of Measure D, the RTC allocates, administers, and oversees the expenditure of all Measure D revenues which are not directly

allocated by formula annually to other agencies, consistent with the Expenditure Plan. Measure D revenues are collected by the California Department of Tax and Fee Administration and distributed to the RTC each month by wire transfer to the Santa Cruz County treasury into the Measure D general fund and distributed to the separate fiduciary fund for each of the five investment categories. Each month the RTC distributes the revenues from the Neighborhood and Transit categories to the direct recipients based on actual revenues received.

Attachments

1. Status Report on Measure D Revenues from July – August 2025
2. HDL News letter

ATTACHMENT 1

SCCRTC
TRANSPORTATION TAX REGIONAL TRANSPORTATION FUND (TTRTF) - MEASURE D
SUMMARY OF REVENUE ALLOCATION BY MONTH
FY 2026 ENDING JUNE 30, 2026

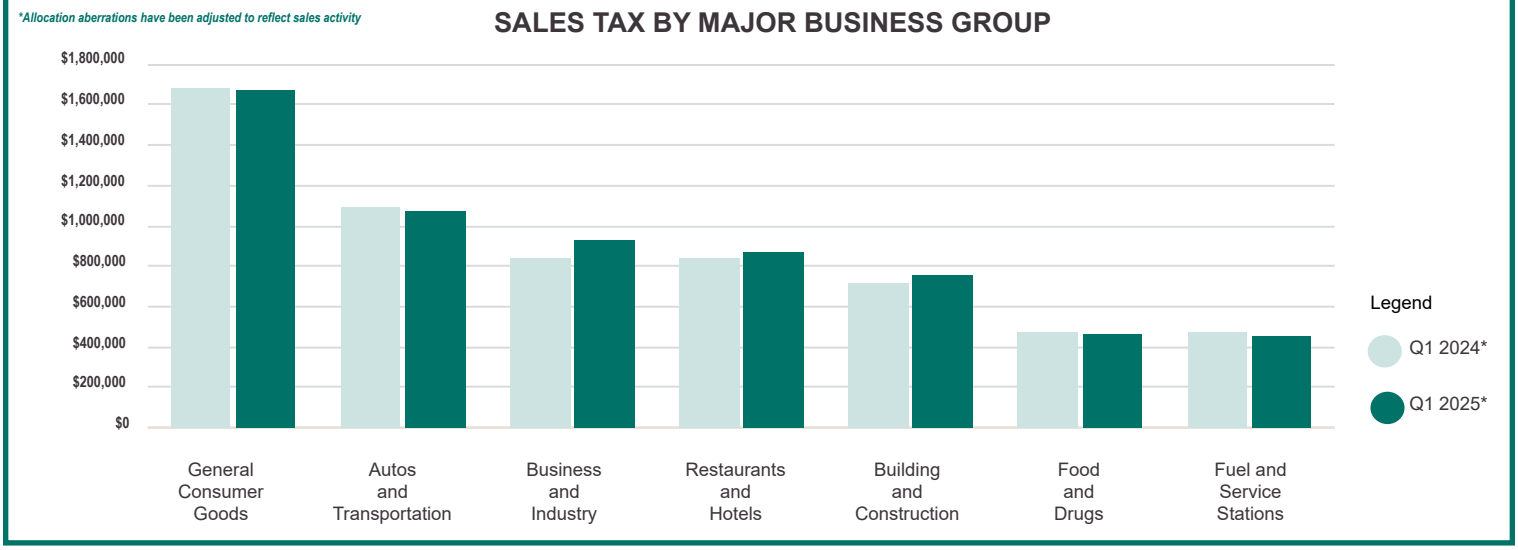
	RATE	JULY	AUGUST	SEPTEMBER	FY 2026 TOTAL	FY 2025 TOTAL	% Increase (+) /Decrease (-) FY 2025 to FY 2026	$ Increase (+) /Decrease (-) FY 2025 to FY 2026
GROSS		2,379,185.25	2,591,120.94	-	**4,970,306.19**	**4,870,075.64**		
BOE FEES		-	(60,410.00)	-	**(60,410.00)**	**(44,270.00)**		
NET		**2,379,185.25**	**2,530,710.94**	**-**	**4,909,896.19**	**4,825,805.64**	**1.74%**	**84,090.55**
ADMINISTRATION & IMPLEMENTATION - 729100/75381								
ADMINISTRATION - SALARIES & BENEFITS	**1%**	**23,791.85**	25,307.11	-	**49,098.96**	**48,258.06**	1.74%	840.91
O/H ADMIN		25,153.46	26,755.44	-	**51,908.90**	**36,373.54**	42.71%	15,535.35
SALARIES & O/H IMPLEME& OVERSIGHT		11,786.90	11,786.90	-	**23,573.80**	**20,039.87**	17.63%	3,533.93
SERVICES & SUPPLIES		11,177.42	11,177.42	-	**22,354.83**	**8,083.33**	176.55%	14,271.50
Subtotal		**71,909.63**	**75,026.86**	**-**	**146,936.49**	**112,754.81**	**30.32%**	**34,181.68**
TO DISTRIBUTE TO INVESTMENT CATEGORIES		**2,307,275.62**	**2,455,684.08**	**-**	**4,762,959.70**	**4,713,050.83**	**1.06%**	**49,908.87**
1. NEIGHBORHOOD - 729200/75382	**30%**	**692,182.69**	**736,705.22**	**-**	**1,428,887.91**	**1,413,915.25**	**1.06%**	**14,972.66**
SLV SR9	Fixed $	27,777.78	27,777.78	-	55,555.56	55,555.56	0.00%	-
HWY 17 Wildlife	Fixed $	13,888.89	13,888.89	-	27,777.78	27,777.78	0.00%	-
		41,666.67	**41,666.67**	**-**	**83,333.33**	**83,333.33**	**0.00%**	**-**
City of Capitola - V41597	4.8700%	31,680.13	33,848.37	-	65,528.50	64,348.39	1.83%	1,180.11
City of Santa Cruz - V110467	22.4071%	145,761.99	155,738.21	-	301,500.21	300,819.39	0.23%	680.82
City of Scotts Valley - V102713	4.8728%	31,698.12	33,867.60	-	65,565.72	66,741.25	-1.76%	(1,175.53)
City of Watsonville - V111928	16.0085%	104,137.64	111,265.02	-	215,402.66	207,165.62	3.98%	8,237.03
County of Santa Cruz	51.8416%	337,238.14	360,319.35	-	697,557.49	691,507.27	0.87%	6,050.23
	100%	**650,516.02**	**695,038.56**	**0.00**	**1,345,554.58**	**1,330,581.92**	**1.13%**	**14,972.66**
2. HWY Corridors - 729300/75383	**25%**	**576,818.91**	**613,921.02**	**-**	**1,190,739.93**	**1,178,262.71**	**1.06%**	**12,477.22**
3. TRANSIT/PARATRANSIT - 729400/75384	**20%**	**461,455.12**	**491,136.82**	**-**	**952,591.94**	**942,610.17**	**1.06%**	**9,981.77**
Santa Cruz Metro (SCMTD) 16%	80%	369,164.10	392,909.45	-	762,073.55	754,088.13	1.06%	7,985.42
Community Bridges - V127587 - 4%	20%	92,291.02	98,227.36	-	190,518.39	188,522.03	1.06%	1,996.35
4. ACTIVE TRANSPORT262626ATION - 729500/75385	**17%**	**392,236.86**	**417,466.29**	**-**	**809,703.15**	**801,218.64**	**1.06%**	**8,484.51**
5. RAIL CORRIDOR - 729600/75386	**8%**	**184,582.05**	**196,454.73**	**-**	**381,036.78**	**377,044.07**	**1.06%**	**3,992.71**
DISTRIBUTED TO INVESTMENT CATEGORIES	**100%**	**2,307,275.62**	**2,455,684.08**	**-**	**4,762,959.70**	**4,713,050.83**	**1.06%**	**49,908.87**
TOTAL ADMIN & IMPLEM AND INVESTMENT CATEGORIES		**2,379,185.25**	**2,530,710.94**	**-**	**4,909,896.19**	**4,825,805.64**	**1.74%**	**84,090.55**

I:\FISCAL\6.Measure D\2Distribution To Investment Category\FY2026\[FY2026 02 August 2025 Measure D Distribution with YTD comparison.xlsx]Summary

SCCRTC MEASURE D
SALES TAX UPDATE
1Q 2025 (JANUARY - MARCH)

SCCRTC MEASURE D	1.8%	0.3%
TOTAL: $ 6,316,171	1Q2025	STATE

*Allocation aberrations have been adjusted to reflect sales activity



SCCRTC MEASURE D HIGHLIGHTS

The Santa Cruz County Regional Transportation Commission's (SCCRTC) gross receipts from January – March 2025 were up 1.2% compared to the first sales period in 2024. However, after adjusting for reporting modifications from audit adjustments and a number of delayed payments, actual sales increased 1.8%. Results were mixed across tax groups as consumers were cautious with spending.

While ecommerce continued its rise, other brick and mortar retail sales slumped, including at discount department stores, tipping the retail results down slightly.

New car purchases by county residents and auto repair purchases dipped, and a slight uptick in used car sales was not quite enough to offset an overall 1.7% reduction.

Grocery, cannabis and convenience store returns declined; and the fluctuating price of crude oil directly affected fuel-service station receipts – with revenues slipping 3.3%.

On the positive, casual dining receipts rose as people enjoyed the convenience of dining out during the early months of the year, even with higher menu pricing.

A large one-time taxpayer payment and a jump in medical-biotech related sales, contributed to a 9.8% jump in business-industry - as businesses spent on equipment purchases. Higher building-material sales and improved contractor activity pushed building-construction results up as improvement projects continued during the quarter.

Net of adjustments, taxable sales for all of Santa Cruz County grew 7.5% over the comparable time period; the Central Coast region was up 3.2%.

TOP NON-CONFIDENTIAL BUSINESS TYPES

	Santa Cruz County Regional Transportation Commission - SCCRTC		HdL State
Business Type	**Q1 '25***	**Change**	**Change**
New Motor Vehicle Dealers	627.7	-3.3%	-0.3%
General Merchandise	514.4	4.3%	0.0%
Building Materials	464.7	6.9%	3.8%
Casual Dining	463.6	4.5%	1.3%
Service Stations	401.6	-3.1%	-5.8%
Discount Dept Stores	310.0	-2.9%	-2.1%
Quick-Service Restaurants	234.2	-0.1%	-0.9%
Grocery Stores	213.7	-1.2%	-0.8%
Used Automotive Dealers	181.8	1.7%	13.0%
Contractors	170.6	3.0%	1.2%

*Allocation aberrations have been adjusted to reflect sales activity

*In thousands of dollars

STATEWIDE RESULTS

California's local one-cent sales and use tax receipts for January through March 2025 increased by 0.34% compared to the same quarter in 2024, after adjusting for accounting anomalies. While this modest growth may signal the end of an eight-quarter decline, it could be temporary, as the broader economy remains on the edge between recovery and further slowdown.

The first quarter is traditionally the lowest sales tax-generating period of the year, often influenced by seasonal weather and post-holiday consumer behavior.

Notably, the autos-transportation and building-construction sectors—both of which had been dragging down statewide results over the past two years—showed the strongest rebounds this quarter. In the autos sector, used car sales and leasing activity led the recovery. Consumers are increasingly opting for more affordable vehicles and shorter-term commitments, moving away from high-end purchases. In construction, pent-up demand for repairs and improvements, especially in weather-affected and wildfire-damaged areas like Southern California, drove strong sales for building material suppliers.

Other segments generating modest growth included business-industry and countywide use tax pools, largely due to continued strength in online sales. Sales of goods already in California before purchase are reported under business-industry fulfillment centers. Goods shipped from outside the state are reported under county pools, based on the destination of the out-of-state shipment. Online shopping remains a preferred option for value-conscious consumers, contributing significantly to tax receipts in these categories.

Calendar year 2024 saw a decline in fuel-related tax receipts due to lower global crude oil prices—a trend that continued into 1Q 2025. Fuel-related returns dropped by 5%. This decline also affected general consumer goods, as large retailers that sell fuel typically report all sales under a single taxpayer ID. As a result, brick-and-mortar merchants such as post-holiday family apparel stores, winter sporting goods vendors and closures of variety stores contributed to weaker performance.

Although food-drugs is the smallest of the eight tax groupings, it was significant that cannabis returns continued a downturn trend that has been ongoing for over two years. Bankruptcies, customer shopping alternatives and oversaturation of retail footprint diminished taxes coming from drug stores.

As 2025 begins, sales tax returns remain modest, reflecting broader economic volatility. Key factors influencing our outlook include: ongoing national tariff and trade negotiations and decisions on the federal funds rate - which directly affect consumer interest rates. Recent Middle East conflicts, which temporarily spiked crude oil prices and threatened local gas prices during the summer, will be a short-term concern. In summary, "uncertainty" remains the most accurate descriptor of California's current and future economic climate.

MAJOR BUSINESS GROUP TRENDS BY COUNTY

Percent Change from 1st Quarter 2024 *

	Autos/Tran.	Bldg/Const	Bus/ind.	Food/Drug	Fuel	Cons. Goods	Restaurants
Monterey Co.	-2.9%	7.6%	15.1%	-2.8%	4.5%	-0.9%	5.1%
San Benito Co.	3.3%	22.7%	4.2%	-11.0%	3.8%	-6.3%	3.0%
San Luis Obispo Co.	3.7%	1.9%	0.1%	-2.4%	-3.3%	-2.5%	-0.2%
Santa Barbara Co.	-2.9%	7.7%	1.2%	-3.4%	-6.1%	-1.6%	2.9%
Santa Cruz Co.	42.5%	4.6%	15.5%	-1.7%	-2.8%	-4.6%	2.2%

**Allocation aberrations have been adjusted to reflect sales activity*

AGENDA: September 4, 2025

TO: Santa Cruz County Regional Transportation Commission

FROM: Bouapha Toommaly, Special Advisor

RE: Award Financial Audit Service Contract For Fiscal Year 2025-27 with options to renew for two additional years.

RECOMMENDATIONS

Staff recommends that the Commission adopt the attached resolution (Attachment 1) authorizing the Executive Director to negotiate and execute the contract (TP 2214) for financial audit services to Moss, Levy & Hartzheim LLP with a not-to-exceed value of $143,711 for fiscal years ending June 30, 2025, 2026, and 2027, with options to extend for fiscal years ending June 30, 2028 and June 30, 2029.

BACKGROUND

The RTC administers various state, federal, and local transportation revenues, including Measure D, a local ½-cent transaction and use tax that provides funding for highway projects, local streets and road maintenance, bicycle and pedestrian projects, safety projects, rail, and transit and paratransit service, and other essential transportation projects and programs throughout the county. As a regional transportation planning agency, RTC is required to comply with the Transportation Development Act (TDA)**,** which mandates annual independent financial audits of agencies that administer TDA funds.

On July 23, 2025, the Santa Cruz County Regional Transportation Commission (RTC) issued Request for Proposals (RFP No. RFP2214) for financial audit services of the RTC and Measure D for fiscal years ending June 30, 2025, 2026, and 2027, with options to extend for two additional one-year terms.

The RFP required independent audit firms licensed in California to conduct audits in accordance with generally accepted auditing standards (GAAS), the standards set forth for financial audits by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA), the Government Accountability Office's (GAO) Government Auditing Standards. Also, with the provisions of the federal

Single Audit Act of 1984 (with amendment in 1996) and requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).*

DISCUSSION

RTC received one complete and responsive proposal from Moss, Levy & Hartzheim LLP (MLH). MLH has served as the Commission's auditor in prior years and brings extensive experience in governmental auditing, including multiple regional transportation agencies across California. The request for Proposals was emailed to a list of 28 subscribers. One proposal was received from incumbent firm, Moss, Levy & Hartzheim, LLP. Competition is limited for these services and staff determined it was not in the best interest of the public to re-advertise under a new solicitation. The proposal demonstrated:

- Compliance with all RFP requirements.
- Demonstration of independence and California licensure.
- Qualifications with over 40 years of governmental and nonprofit audit experience**,** specializing in California local governments.
- Partner, supervisory, and staff resumes confirming extensive public sector expertise.
- Prior engagements with regional transportation commissions and California municipalities, including Santa Barbara County Association of Governments, City of Atascadero, and City of Paso Robles.
- A comprehensive work plan aligned with the RFP timeline (entrance conference September 2025, interim audit September–October 2025, final fieldwork November–December 2025, and issuance January 2026).
- Proven history auditing RTC in prior years, ensuring continuity and efficiency.
- Extensive government audit practice and positive peer review results (rating: "pass" from 2023 review).
- High qualifications of key staff, including Adam Guise, CPA (Engagement Partner), and Craig Hartzheim, CPA (Alternate Partner).
- Demonstrated capacity to meet timelines and compliance requirements for Measure D, Transportation Development Act, and federal Single Audit provisions.

Staff recommends that the Commission adopt the attached resolution (Attachment 1) authorizing the Executive Director to execute the contract (TP 2214) for financial audit services to Moss, Levy & Hartzheim LLP with a not-to-exceed value of $ 143,711.

for fiscal years ending June 30, 2025, 2026, and 2027, with options to extend for fiscal years ending June 30, 2028 and June 30, 2029.

FISCAL IMPACT

Audit services will be funded from the approved FY 2025/26 RTC and Measure D administrative budgets. Cost is all-inclusive pricing, beginning at $45,725 for FY 2025, with modest increases for subsequent years, not to exceed $143,711 for the three years of service.

SUMMARY

Based on these factors, staff concludes that MLH offers the best value and is fully qualified to continue providing independent audit services to RTC.

Adopt the attached resolution awarding the Financial Audit Services Contract (RFP No. RFP 2214) to Moss, Levy & Hartzheim LLP and authorize the Executive Director to negotiate and execute the agreement.

Attachments:

1. Resolution
    a. Contract TP 2214

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 4, 2025
on the motion of Commissioner
duly seconded by Commissioner

AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT TP 2214 FOR FINANCIAL AUDIT SERVICES TO MOSS, LEVY & HARTZHEIM LLP IN THE AMOUNT OF $143,711 FOR FISCAL YEARS ENDING JUNE 30, 2025, JUNE 30, 2026, AND JUNE 30, 2027 WITH AN OPTION TO EXTEND AN ADDITIONAL TWO YEARS

WHEREAS, the Santa Cruz County Regional Transportation Commission (RTC) issued Request for Proposals No. RFP2214 on July 23, 2025, seeking qualified independent certified public accountants to perform financial audit services for the RTC and Measure D, in compliance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (Yellow Book), Governmental Accounting Standards Board (GASB) pronouncements, the Transportation Development Act (TDA), and the federal Single Audit Act, where applicable; and

WHEREAS, the scope of services outlined in the RFP requires the auditor to issue opinions on the RTC's and Measure D's financial statements, provide reports on internal controls and compliance, prepare the State Controller's Report, and deliver a management letter with recommendations for improving financial practices and internal controls; and

WHEREAS, the RTC received a responsive proposal from Moss, Levy & Hartzheim LLP, dated August 9, 2025, demonstrating extensive governmental audit experience, successful past performance with RTC, strong professional qualifications of engagement staff, and a competitive all-inclusive cost proposal; and

WHEREAS, after careful evaluation of technical qualifications, staffing experience, prior governmental audit performance, and price, staff determined that Moss, Levy & Hartzheim LLP provides the best value and meets all mandatory requirements of RFP No. RFP2214; and

NOW, THEREFORE, BE IT RESOLVED THAT:

The Santa Cruz County Regional Transportation Commission hereby authorizes the Executive Director to negotiate and execute the contract for Financial Audit Services (TP 2214) to Moss, Levy & Hartzheim LLP with a not-to-exceed value of $143,711 for fiscal years ending June 30, 2025, 2026, and 2027, with options to

renew for fiscal years ending June 30, 2028 and June 30, 2029, subject to final negotiations and legal counsel review as to form.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

_____
Eduardo Montesino, Chair

ATTEST:

_____
Sarah Christensen, Secretary

Exhibits: A. Draft Contract

Distribution: RTC Fiscal, RTC Project Manager, Contractor

Agreement No. TP2214

PROFESSIONAL SERVICES
INDEPENDENT CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and MOSS, LEVY & HARTZHEIM, LLP, hereinafter called CONSULTANT. The parties agree as follows:

1. DUTIES.

A. CONSULTANT agrees to exercise all reasonable care, skill and diligence in performing the same or similar services used by members of the same profession at the same time and locality under the same or similar conditions to accomplish the following results: *Financial Audit Services and Measure D, a Transaction and Use Tax Measure* as specified in Exhibit A Scope of Services and Fee Schedule, which by this reference is incorporated herein.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this AGREEMENT.

Name	Function
Chris Padilla	Assurance Manager
David Ortiz	Information Technology Director

C. No person named in paragraph B of this Article or in Scope of Services and Fee Schedule (Exhibit A), or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of the COMMISSION Contract Manager. Such consent shall not be unreasonably withheld.

D. The CONSULTANT's Project Manager shall meet with the COMMISSION's Contract Manager, as needed, to discuss progress on the contract.

2. COMPENSATION.

In consideration for CONSULTANT accomplishing work to be performed under this AGREEMENT (as described in Exhibit A Scope of Services and Fee Schedule), COMMISSION shall compensate CONSULTANT on a lump sum basis in accordance with the approved Fee Schedule, attached hereto (Exhibit A) and incorporated by reference. Total payment shall not exceed $143,711 as follows: Year 2025 $45,725, Year 2026 $47,861, and Year 2027 $50,105 (Exhibit A). If

there is any conflict between the approved Fee Schedule (Exhibit A) and this contract, this AGREEMENT shall take precedence.

A. Transportation and subsistence expenses claimed for reimbursement shall not exceed the rates authorized to be paid rank and file State employees under State Department of Personnel Administration (Cal HR: https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203).

B. Progress payments may be made no more than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services and Fee Schedule (Exhibit A), the COMMISSION may terminate this AGREEMENT in accordance with the provisions of Section 4 of this AGREEMENT.

C. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

D. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to COMMISSION for the purpose of this AGREEMENT. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

E. The CONSULTANT will be reimbursed after receipt by the COMMISSION's Contract Manager of itemized invoices. Invoices shall be sent electronically to the COMMISSION's Contract Manager:

Nisha Singh, Director of Internal Services

nsingh@sccrtc.org *and* accountspayable@sccrtc.org

The invoices must include the following information:

1. This agreement number and project name;
2. Services provided and the dates;
3. Total invoice/payment requested;
4. Total amount previously paid under this AGREEMENT; and
5. CONSULTANT'S final invoice must be submitted within 60- calendar days after acceptance of the CONSULTANT's work by the Contract Manager.

3. TERM.

A. The AGREEMENT shall end on June 30, 2028, unless earlier terminated or extended by contract amendment.

B. The CONSULTANT is advised that this AGREEMENT is not binding and enforceable until it is approved by the COMMISSION and fully executed by all parties.

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4. <u>TERMINATION</u>.

A. COMMISSION reserves the right to terminate this AGREEMENT upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. COMMISSION may terminate this AGREEMENT with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COMMISSION may proceed with the work in any manner deemed proper by COMMISSION. If COMMISSION terminates this AGREEMENT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this AGREEMENT prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.</u> To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, protect, and hold harmless the COMMISSION, its governing body, officers, officials, agents, employees and volunteers from and against:

A. Any and all claims, demands, costs, damages, losses, expenses, or liability arising from or connected with the services provided under this AGREEMENT due to the recklessness, willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney's fees, incurred by COMMISSION in defending against claims ultimately determined to be due to recklessness, willful misconduct or to negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents.

B. Any and all federal, State and local taxes, charges, fees, penalties, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, subconsultants employees, volunteers, and agents engaged in the performance of this AGREEMENT (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

C. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this AGREEMENT is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of COMMISSION, CONSULTANT shall indemnify, defend, and hold harmless COMMISSION for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of COMMISSION.

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D. The provisions of this section shall survive expiration, termination, or suspension of this AGREEMENT.

1. <u>INSURANCE</u>. CONSULTANT, at its sole cost and expense, for the full term of this AGREEMENT, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it. Insurance is to be placed with insurers reasonably acceptable to COMMISSION.

A. <u>Types of Insurance and Minimum Limits</u>

1. Workers' Compensation in the minimum statutorily required coverage amounts.
2. Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this AGREEMENT, including owned, non-owned (e.g., owned by CONSULTANT'S employees), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of $2,000,000 per occurrence, and $4,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of $1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION here: _____/_____.
5. If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this AGREEMENT, that greater amount shall become the minimum required amount of insurance for purposes of this AGREEMENT. Therefore, CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this AGREEMENT.

B. <u>Other Insurance Provisions</u>

1. If any insurance coverage required in this AGREEMENT is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT agrees that the retroactive date thereof shall be no later than the effective date of this AGREEMENT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this AGREEMENT (hereinafter "POST AGREEMENT COVERAGE") and any extensions thereof. CONSULTANT may maintain the required POST AGREEMENT COVERAGE by renewal or purchase of prior acts or tail coverage. The COMMISSION will not be responsible for any premiums or assessments on the policy.

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

3. CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this AGREEMENT with Certificates of Insurance and endorsements for all required coverages. The Certificates of Insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall require the carrier to notify COMMISSION in writing of any material change, cancellation, termination or non-renewal of the coverage at least thirty days (30) days in advance of the effective date of such cancellation, or material change, or non-renewal. Insurance shall not be canceled until after ten (10) days prior written notice in the event of nonpayment of premium. Failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent via email to:

   contracts@sccrtc.org

4. If any insurance policy of CONSULTANT required by this AGREEMENT includes language conditioning the insurer's legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONSULTANT and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.
5. CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) workdays, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional insured. If CONSULTANT'S insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this AGREEMENT so as to not prevent any of the

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parties to this AGREEMENT from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

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

7. CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this AGREEMENT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

6. FEDERAL, STATE AND LOCAL LAWS.

A. CONSULTANT warrants that in the performance of this AGREEMENT, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONSULTANT shall notify COMMISSION of the nature and impact of such conflict. The COMMISSION agrees to cooperate and work with the CONSULTANT in an effort to resolve any conflict.

B. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on COMMISSION as a recipient of federal or state funds are imposed on CONSULTANT.

7. NON-DISCRIMINATION AND COMPLIANCE PROVISIONS. During and in relation to the performance of this AGREEMENT, CONSULTANT agrees to the following:

A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

B. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act

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(Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 8113 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Consultant and its subconsultant*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other AGREEMENT.

C. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

D. CONSULTANT shall comply fully with all federal, State, and local laws and regulations which prohibit discrimination. The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

E. Consultant and its subconsultants shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with this Article.

F. In the event of CONSULTANT'S non-compliance with the non- discrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the Agreement in whole or in part. CONSULTANT may also be declared ineligible for further agreements with the COMMISSION.

8. <u>CONFLICT OF INTEREST</u>.

A. CONSULTANT certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either COMMISSION ordinance or State law.

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B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

C. Any subcontract in excess of $25,000 entered into as a result of this AGREEMENT, shall contain all of the provisions of this Article.

9. LICENSES. If a license of any kind is required of CONSULTANT, its employees, agents, or subcontractors by Federal or State law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, that CONSULTANT shall keep it in effect at all times during the terms of this AGREEMENT, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

10. INDEPENDENT CONSULTANT STATUS.

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

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

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

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

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D. By their signatures to this AGREEMENT, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this AGREEMENT is in fact an independent CONSULTANT.

11. RETENTION OF RECORDS/AUDIT.

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four years from the date of final payment under the contract. The COMMISSION, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. If any action has occurred relative to the records, the records must be retained until completion of the action and resolution of all issues that arise from it.

B. Subcontracts in excess of $25,000 shall contain this provision.

C. CONSULTANT and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

12. INSPECTION OF WORK. The CONSULTANT and any subconsultant shall permit the COMMISSION, to review and inspect the project activities and files at all reasonable times during the term of this AGREEMENT including review and inspection on a daily basis.

13. ACKNOWLEDGMENT. CONSULTANT shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

14. WORK PRODUCTS/OWNERSHIP OF DATA. All material, data, information, and written, graphic or other work produced under this AGREEMENT is subject to the unqualified and unconditional right of the COMMISSION to use, reproduce, publish, display, and make derivative use of all such work, or any

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part of it, free of charge and in any manner and for any purpose; and to authorize others to do so.

A. Upon completion of all work under this AGREEMENT, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this AGREEMENT (herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.

B. The COMMISSION may permit copyrighting reports or other contract products, subject to its rights in Section C below.

C. If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the COMMISSION a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

D. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

15. CONFIDENTIALITY OF DATA.

A. All financial, statistical, personal, technical, or other data and information relative to COMMISSION's operations, which are designated confidential by COMMISSION and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COMMISSION relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COMMISSION's actions on the same, except to COMMISSION's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COMMISSION, and receipt of COMMISSION'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

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16. AUDIT REVIEW PROCEDURES.

A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this AGREEMENT that is not disposed of by agreement, shall be reviewed by the COMMISSION'S Contract Manager.

B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COMMISSION'S Executive Director of unresolved audit issues. The request for review will be submitted in writing. The Executive Director's determination regarding such dispute shall be final unless the Executive Director determines, in its sole discretion, that the dispute shall be determined by the COMMISSION.

C. Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

17. SUBCONTRACTING.

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between COMMISSION and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COMMISSION for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COMMISSION'S obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this AGREEMENT shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule (Exhibit A).

C. CONSULTANT shall pay its subconsultants within seven (7) calendar days from receipt of each payment made to CONSULTANT by COMMISSION.

D. All subcontracts entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this AGREEMENT to be applicable to subconsultants.

E. Any substitution of subconsultants must be approved in writing by the COMMISSION's Contract Manager prior to the start of work by the subconsultant.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this AGREEMENT to be applicable to those subconsultants.

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18. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any COMMISSION employee. For breach or violation of this warranty, COMMISSION shall have the right in its discretion; to terminate the AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

19. BROKERAGE OR OTHER FEES. CONSULTANT warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this AGREEMENT, and that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this AGREEMENT. For breach or violation of this warranty, the COMMISSION shall have the right to annul this AGREEMENT without liability, or at its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee."

20. FORCE MAJEURE

CONSULTANT shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of the COMMISSION or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of CONSULTANT.

21. COMPLETE AGREEMENT.

A. AGREEMENT: The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this AGREEMENT subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS: This AGREEMENT includes all exhibits, attachments, and documents incorporated herein and

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made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the AGREEMENT between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this AGREEMENT shall not affect the validity of other terms or conditions. The COMMISSION's waiver of CONSULTANT's performance of any term(s) or condition(s) of this AGREEMENT shall not be construed as a waiver for any future performance of such term(s) or conditions.

Attachments are:

- Exhibit A: Scope of Services and Fee Schedule
- Exhibit B: Levine Act Statement

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Each of the undersigned represents and warrants that they are duly authorized to execute and deliver this AGREEMENT and that such execution is binding upon the entity for which they are executing this document.

SIGNATURE PAGE

Agreement No. TP2214

1. CONSULTANT:

By _____
Travis Hole
Partner

Date _____

Moss, Levy & Hartzheim, LLP
2400 Professional Parkway
Suite 205
Santa Maria, CA 93455
thole@mlhcpas.com

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:

By _____
Sarah Christensen
Executive Director

Date _____

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

3. APPROVED AS TO FORM:

By _____
Steve Mattas
RTC Counsel

Date _____

4. APPROVED AS TO INSURANCE:

By _____
Yesenia Parra
RTC Administrative Services Officer

Date _____

Distribution: RTC Contract Manager, RTC Contracts, CONSULTANT

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Work Plan and Schedule

Our approach is guided by two priorities: strict adherence to professional auditing standards and the delivery of meaningful insights that extend beyond compliance. Consistent with the GAO/CIGIE Financial Audit Manual (FAM) and GAS, the audit will be conducted in a manner that ensures independence, objectivity, and quality. The engagement will not only confirm the fairness of the Commission's financial reporting but also help identify risks, strengthen internal controls, and promote responsible stewardship of public resources.

The audit will proceed through four coordinated phases, consistent with the methodology outlined in GAO FAM Volume 1: planning, internal control evaluation, substantive testing, and reporting.

Phase One: Planning and Risk Assessment

We will begin with an entrance conference to establish expectations, confirm the engagement timeline, and identify all key deliverables. In accordance with AU-C 315 (Understanding the Entity and Its Environment and Assessing the Risks of Material Misstatement) as incorporated in the FAM, we will obtain an understanding of the Commission's organizational changes, budget priorities, and recent financial trends. Our planning will include an evaluation of compliance with both the Measure D ordinance and the Transportation Development Act. Based on this analysis, we will prepare a tailored audit plan supported by preliminary analytics and a comprehensive risk assessment. To facilitate efficiency, we will provide a detailed Prepared-by-Client (PBC) listing with mutually agreed deadlines. The PBC list will be provided electronically through our secured client portal allowing efficient access and transparency.

Phase Two: Interim Audit and Systems Evaluation

Consistent with FAM Section 260 (Internal Control Evaluation), we will conduct walkthroughs and evaluate the design and implementation of key internal controls, with emphasis on the safeguarding of assets, compliance with Commission and Measure D policies, and the reliability of financial management systems and related information technology controls. Where controls are determined to be effectively designed and implemented, we will perform targeted testing to assess reliance levels, in alignment with Yellow Book requirements for audit efficiency and the avoidance of redundant substantive procedures.

Phase Three: Final Audit Fieldwork and Substantive Testing

Year-end fieldwork will focus on substantive testing of all material account balances, disclosures, and compliance areas. In accordance with FAM 470 (Substantive Testing) and AU-C 330 (Responses to Assessed Risks), procedures will include detailed testing of Measure D revenues, expenditures, and restricted uses, verification of TDA reporting requirements, and evaluation of pensions, OPEB, leases, and long-term obligations under current GASB pronouncements. Analytical procedures, as prescribed under AU-C 520, will be used to identify unusual variances or trends. Throughout fieldwork, our team will maintain open communication with Commission staff, providing timely feedback and resolving potential issues promptly to support an on-schedule report issuance.

Phase Four: Reporting and Communication

Upon completion of fieldwork, we will issue the Independent Auditor's Report on the Commission and Measure D financial statements in accordance with Yellow Book Chapter 6 and the requirements of the RFP. In addition, we will provide a Report on Internal Control over Financial Reporting and Compliance, prepared under GAGAS requirements, and a Single Audit Report if federal funding thresholds require testing under Uniform Guidance (2 CFR Part 200, Subpart F). A Management Letter will also be issued, offering constructive recommendations for strengthening financial reporting, compliance, and internal controls. An exit conference will be held with the Commission and staff to present results, discuss recommendations in plain language, and ensure full understanding of the audit findings.

Proposed Audit Timeline

The anticipated schedule for completion is as follows:

- Entrance Conference: September 2025
- Interim Fieldwork: September through October 2025
- Final Fieldwork: November through December 2025
- Draft Audit Reports (Including Controller's Report): December 2025 through January 2026
- Exit Conference and Final Issuance: January 2026

Anticipated Audit Challenges and Mitigation Strategies

We recognize the inherent complexities in auditing a regional transportation commission and a voter-approved funding measure. Timely delivery of PBC items is essential; delays can affect the overall timeline. To mitigate this, PBC requests will be issued well in advance, with documents exchanged through a secure electronic portal and weekly progress updates provided. The frequent issuance of new GASB standards, including GASB 101 (Compensated Absences) and GASB 102 (Certain Risk Disclosures), may affect reporting; our audit team closely monitors these developments and will work collaboratively with Commission staff to ensure timely and accurate implementation. Compliance with Measure D remains a key public accountability matter. Our procedures will include focused testing to confirm that Measure D expenditures are restricted to authorized purposes, in accordance with both the ordinance and GAAP. Finally, should federal funding thresholds trigger a Single Audit, we are fully prepared to perform the necessary testing under the Uniform Guidance with minimal disruption to Commission operations.

Year-Round Accessibility

Our engagement does not end with the issuance of the audit report. Throughout the year, our professionals remain available to provide insight into new accounting standards, compliance issues, and best practices in governmental finance. This ensures the Commission is not only audit-ready but also well prepared to maintain fiscal accountability and public trust.

Cost of Services

We propose an all-inclusive fee structure that covers professional services, report preparation, and all customary out-of-pocket expenses. Based on our understanding of the scope of services, the maximum annual fees are as follows:

Financial Audit and Related Reports							
	No. of Hours	**Hourly Rate**	**2025**	**2026***	**2027***	**Option Year 1**	**Option Year 2**
Financial Audit and Related Reports:							
Partner	35	$315	$11,025	$11,576	$12,155	$12,763	$13,401
Manager	100	$245	$24,500	$25,725	$27,011	$28,362	$29,780
Associate	60	$110	$6,600	$6,930	$7,277	$7,640	$8,022
Clerical	10	$60	$600	$630	$662	$695	$730
Subtotal	220		$42,725	$44,861	$47,105	$49,460	$51,933
State Controller's Report Preparation			$3,000	$3,000	$3,000	$3,000	$3,000
Total All-Inclusive Maximum Price (1)	**220**		**$45,725**	**$47,861**	**$50.105**	**$52,460**	**$54,933**

* Fees are subject to an annual increase of 5% to account for changes in labor, technology, and compliance costs.
(1) Price subject to change if Single Audit is required. $6,500 for one major program + $3,000 for every additional major program.

We view our relationship with our clients as a partnership, not just an engagement. Our fee structure is designed to encourage open and ongoing communication throughout the year. You will not see additional charges for routine phone calls, emails, or brief consultations. We believe questions and conversations are a vital part of the audit process, and we want you to feel comfortable reaching out whenever you need support without concern about unexpected costs.

Respectfully submitted,



Adam V. Guise, Partner
Moss, Levy & Hartzheim LLP is an Equal Opportunity Employer

EXHIBIT B

Form 1: California Levine Act Statement

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the twelve months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

A list of the Santa Cruz County Regional Trasnportation Commissions's (RTC) Commissioners and their Alternates is available on the RTC website https://sccrtc.org/about/commission-members/ and is incorporated herein as if attached. Proposers/bidders are responsible for accessing this link to review the names prior to answering the following questions:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any RTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?
   YES ☐ NO ☑
   If yes, please identify the commissioner:

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any RTC commissioners in the three months following the award of the contract?
   YES ☐ NO ☑
   If yes, please identify the commissioner:

Answering yes to either of the two questions above does not preclude RTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

8/8/2025	
Date	(signature of authorized official)
Moss, Levy & Hartzheim LLP	Adam Guise, Partner
Company Name	(type or write appropriate name, title)

AGENDA: September 4, 2025

TO: Regional Transportation Commission (RTC)

FROM: Rachel Moriconi, Senior Transportation Planner

RE: Senate Bill 1 Transit State of Good Repair Program

RECOMMENDATION

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

1. Program Fiscal Year (FY) 2025-26 Senate Bill 1 (SB 1) Transit State of Good Repair (SGR) funds as follows:
    a. $2,167 of Santa Cruz County's population-formula shares of SGR (PUC 99313) and $422,417 (100%) of transit revenue-formula shares (PUC 99314) to the Santa Cruz METRO for its scheduling software upgrade (Attachment 2);
    b. $307,833 of PUC 99313 SGR to the METRO Watsonville West Beach Street parking lot project and any increases in FY 2025-26 revenues, including interest, if available (Attachment 3); and
    c. $150,000 of Santa Cruz County's population-formula shares (PUC 99313) to Community Bridges Lift Line for a new seven-passenger zero emission paratransit vehicle (Attachment 4).

2. The Santa Cruz County Regional Transportation Commission (SCCRTC) shall act as a "contributing sponsor" for SGR funds allocated to Santa Cruz METRO projects;

3. The RTC and the fund recipients (Santa Cruz Metropolitan Transit District and Community Bridges Lift Line) agree to comply with all conditions and requirements set forth in the Certification and Assurances documents and applicable statutes, regulations and guidelines for all SGR funded transit capital projects;

4. Amend the RTC FY 2025-26 budget to reflect these programming actions, contingent on Caltrans concurrence; and

5. Authorize the Executive Director or their designee to sign, submit and execute documents, including applications, certifications and assurances, and reports, as may be required or necessary for distribution of the SGR funds to programmed projects.

BACKGROUND

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

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

The region's population-based formula (PUC 99313) State of Good Repair and State Transit Assistance funds are available to METRO and community transit operators. Staff and the RTC's Elderly and Disabled Transportation Advisory Committee (E&DTAC) evaluate proposals received from local transit and paratransit providers, taking into consideration the benefits of the projects, consistency with state goals and guidelines, the RTC's Unmet Transit Needs List (developed based on public input), and priorities identified by operators in their transit asset management (TAM) plans.

DISCUSSION

The SB1-State of Good Repair (SGR) program provides funding for transit maintenance, rehabilitation and capital projects statewide. The State Controller's office estimates that $460,626 in population-formula funds (PUC 99313) are available in FY 2025-26 for projects selected by the RTC. The RTC can program these funds to eligible projects implemented by METRO and/or agencies, such as Lift Line, that provide community transit services that meet TDA Article 4.5 requirements. An estimated $422,417 in additional

SGR-PUC 99314 revenue-based formula funding is only available for projects sponsored by the Santa Cruz Metropolitan Transit District (METRO).

Capital maintenance projects and services eligible for SGR funds include:

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

Projects must meet SGR eligibility requirements, be consistent with the Regional Transportation Plan (RTP), Unmet Needs List, and transit plans for the region. Caltrans has recommended that to the extent possible, cost effective, and where feasible, "fix-it-first" transit capital projects that reduce greenhouse gases and help achieve the state's environmental goals should be prioritized, such as such replacement of vehicles with partial and/or zero emission vehicles, green technology equipment enhancements, or transit facility upgrades to improve energy efficiency.

On July 16, 2025, following release of Caltrans Guidelines, staff released the call for projects for the FY25/26 program, with applications due August 7, 2025. The RTC approved project list is due to Caltrans on September 5, 2025. The RTC received applications (Attachments 2-4) for three projects:

- Santa Cruz METRO: Scheduling Software Upgrade
  Request: $2,167 SGR 99313; $422,417 SGR 99314.
  Recommendation: Full request
  Description: Upgrade METRO's scheduling and operations software, with HASTUS by CSched 2026.

- Santa Cruz METRO: 809 W. Beach Street Parking Lot Improvements
  Request: $457,833 SGR 99313
  Recommendation: $307,833 and any potential increases in FY 2025-26 actual revenues, including interest, if available
  Description: Improvements to property in Watsonville used for bus overflow parking, including new overhead lighting, security fencing, security cameras, and paving/striping.

- Lift Line: Lift Line Fleet Electrification
  Request: $295,128.42 SGR 99313
  Recommendation: $150,000 for one vehicle
  Description: Purchase two seven-passenger zero emission paratransit vehicles.

All three of these projects would help advance the RTC's goals to reduce emissions, maintain existing transit services, and address unmet transit needs.

At its August 12, 2025 meeting, the Elderly and Disabled Transportation Advisory Committee (E&DTAC) reviewed the proposed projects, their potential to improve transit system efficiency and reduce greenhouse gas emissions, and **the E&DTAC recommends that the RTC provide funding to all three projects.** While there are insufficient funds available to fully fund all three projects, project sponsors could scale back their projects, utilize other funds, or seek additional funding in future grant applications, if needed.

Staff recommends that the RTC adopt a resolution (Attachment 1) programming $150,000 in PUC 99313 funds to Lift Line for one zero emission paratransit vehicle, $2,167 SGR 99313 and $422,417 SGR 99314 to METRO for its scheduling software upgrade, and the balance of SGR 99313 funds (estimated $307,833), including any increases in revenues, including interest, to the METRO parking lot project; amending the RTC budget to reflect this programming; and authorizing the Executive Director or their designee to execute agreements with project sponsors and Caltrans as may be required to release funds.

The RTC-approved Santa Cruz County SGR project list will be subject to Caltrans and State Controller's Office review and final approval. METRO and Lift Line will be responsible for reporting project status and expenditures to Caltrans and complying with all relevant federal and state laws, regulations, and funding policies.

FISCAL IMPACT

The RTC's budget includes estimated SGR population-based (PUC 99313) and revenue-based formula funds (PUC 99314) and will be amended to reflect the latest revenue estimates and RTC approved programming. Payments to Lift Line will be allocated through the RTC. If quarterly allocations from the State Controller's Office differ from their current estimates, payments to METRO for the parking lot project may be modified.

SUMMARY

The SB1 State of Good Repair (SGR) program provides funding for certain transit maintenance, rehabilitation and capital projects statewide. Approximately $461,000 in FY25/26 population-based formula funding is anticipated to be available for projects selected by the RTC. Applications for these funds were due to the RTC on August 7, 2025 and the RTC board approved project list is due to Caltrans on September 5, 2025. The RTC received applications for three projects. Staff and the Elderly and Disabled Transportation Advisory Committee (E&DTAC) recommend that the RTC program funding to three projects that will maintain and improve the efficiency of transit and paratransit services.

Attachments:

1. Resolution approving the Santa Cruz County Project List for the California FY 2025-26 SB1 State of Good Repair Program
1. METRO Scheduling Software Application
2. METRO Parking Lot Improvements Application
3. Lift Line Fleet Electrification Application

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 4, 2025
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION APPROVING THE FISCAL YEAR 2025/2026 PROJECT LIST FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM

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

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

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

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

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

1. The submittal of the following project nomination and allocation request to Caltrans for Fiscal Year (FY) 2025-26 SB 1 State of Good Repair (SGR) funds are hereby authorized:
    a. *Project Name:* Community Bridges Lift Line Fleet Electrification
        i. Amount of FY 2025-26 PUC 99313 SGR Funds: $150,000
        ii. Description: Purchase seven-passenger zero emission paratransit vehicle.
        iii. *Benefits:* Reduce emissions and improve efficiency by replacing gas vehicles with zero emission vehicles,

maintain paratransit service.

b. *Project Name:* Santa Cruz METRO Scheduling Software Upgrade
   i. *Amount of FY 2025-26 SGR Funds:*
      1. *PUC 99313 apportionment:* $2,167
      2. *PUC 99314 apportionment:* $422,417
   ii. *Description:* Upgrade METRO's scheduling and operations software with HASTUS by CSched 2026
   iii. *Benefits:* Improve bus operations and reliability

c. *Project Name:* Santa Cruz METRO 809 W. Beach Street Parking Lot Improvements
   i. *Amount of FY 2025-26 PUC 99313 SGR Funds:* $307,833, and any increases in FY 2025-26 revenues, including interest, if available.
   ii. *Description:* Improvements to property in Watsonville used for bus overflow parking, including new overhead lighting, security fencing, security cameras, and paving/striping.
   iii. *Benefits:* Increase operational efficiency and reduce fuel consumption by reducing non-revenue deadheading of buses to or from Santa Cruz when buses exit and enter daily service. Provide secure storage for buses.

2. The Santa Cruz County Regional Transportation Commission (SCCRTC) shall act as a "contributing sponsor" for SGR funds allocated to Santa Cruz METRO projects.

3. The RTC and the fund recipients (Santa Cruz Metropolitan Transit District and Community Bridges Lift Line) agree to comply with all conditions and requirements set forth in the Certification and Assurances documents and applicable statutes, regulations and guidelines for all SGR funded transit capital projects; and

4. The Executive Director, or their designee, is hereby authorized to submit the request for Scheduled Allocation of the SB1 State of Good Repair funds and to execute the related grant applications, forms and agreements, and amendments of the SGR program; and

5. The RTC budget is hereby amended to reflect the latest State Controller's Office revenue estimates and programming actions, contingent on Caltrans concurrence.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

_____
Eduardo Montesino, Chair

ATTEST:

_____
Sarah Christensen, Secretary

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

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Attachment 1

FY25/26 SB1- Transit State of Good Repair (SGR) Project Application (Project #1)

Submit to Santa Cruz County Regional Transportation Commission via programming@sccrtc.org by noon on August 7, 2025.

1. Implementing Agency/Transit Operator:

Santa Cruz Metropolitan Transit District

2. Contact Person (name, phone, email):

Derek Toups 831-420-2580
dtoups@scmtd.com

3. Project Title:

HASTUS by CSched 2026 Upgrade

4. Project Description (Scope of Work) – *add additional pages if needed*:

The Santa Cruz Metropolitan Transit District (METRO) will apply FY26 SGR funding toward the capital cost of upgrading METRO's scheduling and operations software package (Giro HASTUS) from version 2009 (which is years' beyond its end-of-life and has been deprecated by Giro) to a 2026 cloud-native version of HASTUS hosted by CSched. The one-time implementation (capital) cost of the software upgrade is $481,250. This includes implementation services and license/support for one year (initial warranty period). HASTUS is currently used by more than 300 transit agencies globally and METRO is the only North American agency yet to migrate from the deprecated 2009 version of HASTUS. The 2026 version by CSched updates all of the core modules and gives METRO access to the latest software tools that will allow METRO to improve service for its riders and respond more agilely to changes in daily operations. METRO intends to utilize the 2026 HASTUS software version for the next three years, at least.

5. Eligible Project Type *(mark one or more categories)*:

   ☒ Transit capital project or service to maintain or repair a transit operator's existing transit vehicle fleet or transit facilities, including

the rehabilitation and/or modernization of the existing vehicles or facilities.

6. *If this this is a vehicle or rolling stock project:* Indicate the number of vehicles, size, passenger count, accessibility, and fuel type for each vehicle.

N/A

7. What is the current condition of the asset (Poor, Fair, Good, New)?

Poor. HASTUS version 2009 was deprecated by Giro several years ago.

8. What are the estimated benefits of this project?

The HASTUS upgrade will provide METRO with the most up-to-date software tools to improve daily operations for riders and the agency as a whole. The hosted version of HASTUS will enable METRO to keep up to date with product enhancements while avoiding bespoke code that is customized for METRO. This is the general direction of the ITS software industry and METRO will be in a much stronger position to be on the same platform as our peers. HASTUS 2026 by Csched will enable METRO to build more efficient schedules, support unique requirements of a zero-emission bus (ZEB) fleet transition, such as battery range management practices, yard management, and other planning tools. Newly offered modules will also enable METRO to better control operating costs and adjust resources on-demand to increase efficiency. HASTUS by CSched eliminates the needs for the agency to manage complex IT file server and database server administration, software installation, backups and acquisition of expensive infrastructure and database platforms. The hosted HASTUS software package will also facilitate data exchange and interoperability between HASTUS and other applications and systems utilized by METRO.

9. How many riders are expected to use this asset per year?

METRO had over 4.6 million boardings in FY25. Every METRO rider will benefit from the more efficient service and flexibility to make daily service-level adjustments, as well as the improved schedule, timetable, and ridership analytics that HASTUS by CSched will provide.

10. Will this project reduce greenhouse gases, or does it include zero emissions elements? If yes, describe.

The project will not directly reduce greenhouse gases. However, the software will assist METRO in more efficiently operating its ZEB fleet by creating vehicle schedules and block assignments that consider ZEB mileage limitations and reduce inefficiencies in timetables and run times.

11. Is this a specialized transit service or paratransit service project?

No

12. Project Location (or service area):

METRO serves at four geographically distinct markets in Santa Cruz County. The largest transit demand generator with the most anticipated growth is Santa Cruz, which includes the University of California at Santa Cruz (UCSC). The University is the largest trip generator in the entire service area with approximately 50% of METRO's ridership being UCSC students and staff. The City of Watsonville, the second largest transit trip generator, is anticipated to have the region's largest growth in residential land use due to the ability to expand into agricultural lands. Capitola and Scotts Valley comprise the third and fourth transit trip generators in size.

13. Does the project serve a local priority population?

Approximately 80% of METRO's passengers do not have access to a private automobile and are dependent upon METRO for essential transportation to schools, medical facilities, jobs and shopping. The proposed software investment will help increase equity by assisting METRO to provide clean transit services to multiple historically disadvantaged communities (HDCs) and increase transportation options for low-income and minority communities.

14. Proposed Project Schedule

a. Estimated Start Date: 1/1/2026

b. Estimated Completion Date: 12/31/2026

15. Estimated Useful Life of the project (months, years):

A minimum of three years.

a. Does your agency have the financial means to maintain and operate project services for the project's useful life? Describe any potential risks to using the asset throughout its useful life.

METRO will assign Operating and Capital Reserves from its budget to cover the annual license, hosting, maintenance and support, and consultancy fees. The estimated cost for three years is $1,023,460.

b. Does your agency have the ability to accept legal liabilities and fulfill financial obligations for the project's useful life? Describe any potential risks.

There are no impediments against METRO accepting legal liabilities and fulfilling financial obligations for the project's useful life.

16. Estimated Project Cost by Fiscal Year and Funding plan, including proposed FY 2025-26 SGR amounts, any past SGR allocations, and other funds.

						If requesting additional funds or changes for a project previously allocated SGR funds	
Work Task	**Fiscal Year**	**Proposed New SGR 99313**	**Proposed New SGR 99314** *(METRO only)*	**SGR Interest**	**Other Fund Source**	**Past SGR 99313**	**Past SGR 99314** *(METRO only)*
Implementation Services	FY25-26	$2,167	$422,417	$56,666	N/A	N/A	N/A
Totals		**$2,167**	**$422,417**	**$56,666**			

17. Project Prioritization:

a. Is this project included in an adopted transit asset management (TAM) plan?

Yes. METRO assets are tracked in a TAM plan, including software.

b. Is this project included in a prioritized listing and/or a program of transportation projects?

Yes. This project falls under GP RRTB22 in AMBAG's 2025 MTIP.

c. Is this project listed in or consistent with the Santa Cruz County Regional Transportation Plan?

Yes, this project will support the following policies detailed in the 2045 Santa Cruz County Regional Transportation Plan (2045 RTP):

Transportation Demand Management: This project serves as a critical component in improving METRO's transit service promoting increased transit usage and reducing vehicle miles traveled and result in mode shift. The software will assist METRO in more efficiently operating its ZEB fleet by creating vehicle schedules and block assignments that consider ZEB mileage limitations and reduce inefficiencies in timetables and running times.

Cost Effectiveness & System Maintenance: Newly offered HASTUS modules will also enable METRO to better control operating costs and adjust resources on-demand to increase efficiency.

d. What public outreach or engagement has been done or will be done regarding this project, if any?

Survey work conducted by METRO in the fall of 2022 revealed nearly half of non- or infrequent riders reported they would be likely to ride METRO regularly if buses came more often and 70% supported investing in more frequent service versus expanding coverage. In order to not only maintain the current service levels, but to increase service frequency, METRO must address its need for more efficient service and to implement vehicle range improvement practices to best utilize ZEBs in transit service.

FY25/26 SB1- Transit State of Good Repair (SGR) Project Application (Project #2)

Submit to Santa Cruz County Regional Transportation Commission via programming@sccrtc.org by noon on August 7, 2025.

1. Implementing Agency/Transit Operator:

Santa Cruz Metropolitan Transit District

2. Contact Person (name, phone, email):

Derek Toups 831-420-2580 dtoups@scmtd.com

3. Project Title:

809 W. Beach Street Parking Lot Improvements

4. Project Description (Scope of Work) – *add additional pages if needed*:

The Santa Cruz Metropolitan Transit District (METRO) is requesting to apply FY26 regional (99313) SGR funding to complete site civil and electrical improvements to METRO's leased industrial property located at 809 West Beach Street in the City of Watsonville. METRO is also seeking FTA's approval to purchase this property using other funding sources. METRO has been leasing this property for the past few years to provide a location for bus overflow parking as it undertakes one of the nation's most ambitious zero-emission bus (ZEB) transitions. METRO has 100% plans, specs and estimates to install new overhead lighting, perimeter security fencing, and light paving/striping improvements at the site for an estimated cost of $431,061. METRO's on-call engineering consultant (Mark Thomas) prepared the PS&E package that METRO will list in an invitation for bids (IFB) upon confirmation of the funding from SCCRTC and Caltrans. complete the aforementioned Civil improvements to the property. METRO also intends to install security cameras by Quovo to protect METRO's ZEB assets that are parked overnight at the W. Beach St. lot. The estimated cost of the camera purchase and installation is $26,772. The total cost of the site improvements and security camera installation is $457,832.95.

5. Eligible Project Type *(mark one or more categories)*:

   ☒ Transit capital project or service to maintain or repair a transit operator's existing transit vehicle fleet or transit facilities, including the rehabilitation and/or modernization of the existing vehicles or facilities.

   ☐ The design, acquisition, and construction of new vehicles or facilities that improve existing transit services.

   ☐ Transit services that complement local efforts for repair and improvement of local transportation infrastructure.

6. *If this this is a vehicle or rolling stock project:* Indicate the number of vehicles, size, passenger count, accessibility, and fuel type for each vehicle.

N/A

7. What is the current condition of the asset (Poor, Fair, Good, New)?

Poor. METRO leases the unimproved lot and seeks to improve the lot condition for regular daily/overnight bus parking.

8. What are the estimated benefits of this project?

The project will assist METRO in increasing operational efficiency by reducing the need to deadhead buses to or from Santa Cruz when buses exit or enter daily service. METRO currently operates 12 blocks that experience 34.0 one-way deadhead miles each weekday. By eliminating non-revenue mileage and hours, METRO will save fuel and eliminate greenhouse gases (GHGs) while also being able to explore adding revenue service where deadhead currently exists between Santa Cruz and Watsonville. The West Beach Street parking lot supports METRO's aspiration to provide clean transportation options throughout Santa Cruz County. Improving the condition of the property is necessary for METRO to be able to use this lot to safely store and protect METRO's new hydrogen fuel cell zero-emission bus (ZEB) fleet. As METRO introduces the ZEBs to revenue service, METRO will need additional space for overnight parking of both its active and contingency fleet.

9. How many riders are expected to use this asset per year?

While no riders will directly utilize the West Beach Street parking lot, every METRO rider will benefit from the more efficient and cleaner transit service the project will help the agency to provide. METRO had over 4.6 million boardings in FY25. METRO bus operators who currently reside in the South County or in Monterey or San Benito Counties will also benefit from a reduced commute to work by starting their daily shift at the overflow lot.

10. Will this project reduce greenhouse gases, or does it include zero emissions elements? If yes, describe.

Yes, this project will directly eliminate GHGs and other harmful emissions by reducing deadhead (non-revenue) mileage on METRO's diesel and CNG fleets through the optimal basing of buses closer to the starting locations of service blocks. This change is estimated to result in the elimination of 175,261 deadhead miles and 44,756 gasoline gallon equivalents (GGE) of fuel each year. The bus mileage which would be eliminated via service optimization currently consumes 6,100 GJ of energy annually, measured on a Well-to-Wheels basis. In addition, this mileage releases local harmful criteria emissions, including 3,827 kg (kilograms) of Carbon Monoxide (CO), 25 kg of Nitrogen Oxides (NOx), 7 kg of Volatile Organic Compounds (VOCs), and 1 kg of Sulfur Oxides (SOx) annually. These emissions also include 1 kg of particulate matter under 10 micrometers (PM10), which has a significant deleterious health impact on the local community.

11. Is this a specialized transit service or paratransit service project?

No

12. Project Location (or service area):

The proposed project site is located at 809 West Beach Street in the City of Watsonville, California, 95076.

APN: 018-491-01

(See below #13 for description of METRO's service area/riders)

13. Does the project serve a local priority population?

Yes, METRO serves at four geographically distinct markets in Santa Cruz County. The largest transit demand generator with the most anticipated growth is Santa Cruz, which includes the University of California at Santa Cruz (UCSC). The University is the largest trip generator in the entire service area with approximately 50% of METRO's ridership being UCSC students and staff. The City of Watsonville, the second largest transit trip generator, is anticipated to have the region's largest growth in residential land use due to the ability to expand into agricultural lands. Capitola and Scotts Valley comprise the third and fourth transit trip generators in size.

Approximately 80% of METRO's passengers do not have access to a private automobile and are dependent upon METRO for essential transportation to schools, medical facilities, jobs and shopping. The proposed investment will help increase equity by assisting METRO to provide clean transit services to multiple historically disadvantaged communities (HDCs) and increase transportation options for low-income and minority communities.

14. Proposed Project Schedule

a. Estimated Start Date: 1/1/2026
b. Estimated Completion Date: 12/31/2026

15. Estimated Useful Life of the project (months, years):

A minimum of 20 years.

a. Does your agency have the financial means to maintain and operate project services for the project's useful life? Describe any potential risks to using the asset throughout its useful life.

After the initial rehabilitation of the property, METRO will assign SGR interest and/or Operating and Capital Reserves to cover the maintenance of the overflow parking lot.

b. Does your agency have the ability to accept legal liabilities and fulfill financial obligations for the project's useful life? Describe any potential risks.

There are no impediments against METRO accepting legal liabilities and fulfilling financial obligations for the project's useful life.

16. Estimated Project Cost by Fiscal Year and Funding plan, including proposed FY 2025-26 SGR amounts, any past SGR allocations, and other funds.

					If requesting additional funds or changes for a project previously allocated SGR funds	
Work Task *(update to reflect applicable work)*	**Fiscal Year**	**Proposed New SGR 99313**	**Proposed New SGR 99314** *(METRO only)*	**Other Fund Source:**	**Past SGR 99313**	**Past SGR 99314** *(METRO only)*
Civil Improvements (lighting, fencing, paving/striping)	FY25-26	$431,061	$0	N/A	N/A	N/A
Camera Installation	FY25-26	$26,772				
Totals		**$457,833**				

17. Project Prioritization:
    a. Is this project included in an adopted transit asset management (TAM) plan?

Not currently, however METRO intends to acquire the site and once acquired will add it to the existing TAM Plan.

    b. Is this project included in a prioritized listing and/or a program of transportation projects?

Yes, this project falls under GP RRTB22 in AMBAG's 2025 MTIP.

c. Is this project listed in or consistent with the Santa Cruz County Regional Transportation Plan?

Yes, this project will support the following policies detailed in the 2045 Santa Cruz County Regional Transportation Plan (2045 RTP):

Cost Effectiveness & System Maintenance: In consideration of ZEB mileage limitations, this project will enable METRO to more efficiently operate its zero-emission buses (ZEBs) by locating a vehicle parking lot closer to the transit depot in Watsonville.

System Design: The parking overflow lot will help METRO reduce the need for its vehicles to travel along Highway 1, as METRO will be able to park the vehicles operating transit service in Watsonville in a parking lot located at 809 Beach Street, in Watsonville.

d. What public outreach or engagement has been done or will be done regarding this project, if any?

Survey work conducted by METRO in the fall of 2022 revealed nearly half of non- or infrequent riders reported they would be likely to ride METRO regularly if buses came more often and 70% supported investing in more frequent service versus expanding coverage. In order to not only maintain the current service levels, but to increase service frequency, METRO must address its need for additional space to park its expanding active and contingency fleet.

Santa Cruz Metro 809 W. Beach Street Bus Overflow Parking Project
100% Estimate

MARK THOMAS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" White Traffic Paint	LF	8300	$3	$24,900
2	Pavement Marking (White)	SF	70	$11	$770
3	Type A - 2 Head Pole Light	EA	13	$4,125	$53,625
4	Type B - 3 Head Pole Light	EA	2	$4,675	$9,350
5	Pole Bases - 5' AFG incl Drilling, Anchor Bolts, Re-bar, Concrete, Grounding, GRC & PVC Conduit	EA	15	$4,500	$67,500
6	Trenching, Backfill & Compaction - Shared Trench - Power & Camera	LF	1580	$44	$69,520
7	Lighting Conduit (1) 1" Conduit w/conductors - Shared Trench	LF	1740	$32	$55,680
8	4 Channel Time Clock - ET2845C	EA	1	$1,237	$1,237
9	Photocell for Lighting Control	EA	1	$203	$203
10	Lighting Contactors - LC-1 thru LC-4	EA	4	$523	$2,090
11	Nema 4X WP Enclosure - Lockable Pullbox - 20" x 16" x 8"	EA	1	$2,183	$2,183
12	Stainless Steel Channel Framing for Electrical Equipment	EA	1	$1,925	$1,925
13	Commisioning & Testing	LS	1	$1,100	$1,100
14	Electrical Foreman at 15% Labor	LS	1	$4,400	$4,400
15	Nema 4X WP Security Enclosure - Lockable Pullbox - 20" x 16" x 8"	EA	1	$2,183	$2,183
16	Camera Conduit (1) 1" Conduit w/ Pull Rope - Shared Trench	LF	1300	$25	$32,500
17	Hand Holes for Camera	EA	4	$2,530	$10,120
18	Stainless Steel Channel Framing for Security Equipment	EA	1	$1,375	$1,375
19	General Conditions (10% of Items 1-18)	LS	1	$34,100	$34,100
20	Roadway Additions (5% of Items 1-18)	LS	1	$17,100	$17,100
21	Mobilization (10% of Items 1-20)	LS	1	$39,200	$39,200
GRAND TOTAL					
				SUBTOTAL=	$431,061
				Contingency (15%) =	$64,700
				GRAND TOTAL =	**$495,800**

FY25/26 SB1- Transit State of Good Repair (SGR) Project Application

Submit to Santa Cruz County Regional Transportation Commission via programming@sccrtc.org by noon on August 7, 2025.

1. Implementing Agency/Transit Operator:

   Community Bridges- Lift Line

2. Contact Person (name, phone, email):

   Jesus Bojorquez, 831-688-8840x241, jesusb@cbridges.org

3. Project Title: **Lift Line Fleet Electrification**

4. Project Description (Scope of Work) – *add additional pages if needed*:

   Purchase two seven-passenger zero emission paratransit vehicles, along with the MDT licenses and year-1 of service and insurance. (2023 Ford Transit Electric Shuttle supporting three wheelchairs, dual charging 120- and 240-volt capacity, DC 150 kw, 300 HP, 100-mile highway range and 125-mile city range, electric rear lift, with 3 camera and safety packages.)

5. Eligible Project Type *(mark one or more categories)*:

   ☒ **Transit capital project or service to maintain or repair a transit operator's existing transit vehicle fleet or transit facilities, including the rehabilitation and/or modernization of the existing vehicles or facilities.**

   ☒ The design, acquisition, and construction of new vehicles or facilities that improve existing transit services.

   ☐ Transit services that complement local efforts for repair and improvement of local transportation infrastructure.

6. *If this is a vehicle or rolling stock project:* Indicate the number of vehicles, size, passenger count, accessibility, and fuel type for each vehicle.

6.1. Number of vehicles: 2
6.2. Ford E-Transit 350
6.3. 7 passengers supporting 3 wheelchairs
6.4. Wheelchair a lift assist
6.5. Two full electric vehicles city range of 125 miles

7. What is the current condition of the asset (Poor, Fair, Good, New)?

New

8. What are the estimated benefits of this project?

Replace two gasoline-operated minivans (each with capacity for 3 ambulatory passengers and 1 wheelchair) with one new vehicle that can accommodate up to 7 ambulatory passengers and 1 wheelchair. The configuration can be adjusted as needed to fit 3 ambulatory and 2 wheelchairs, or 1 ambulatory and 3 wheelchairs. This will improve ride-sharing efficiency for wheelchair users, whose demand has been steadily increasing in Santa Cruz County.

9. How many riders are expected to use this asset per year?

4,500 rides per year

10. Will this project reduce greenhouse gases, or does it include zero emissions elements? If yes, describe.

The project will reduce vehicle greenhouse gas (GHG) emissions by replacing two gas-fueled vehicles with an electric 100% zero-emission, 7-amboulatory, and three-wheelchair accessible van. The electric replacement van will significantly reduce GHG emissions specifically

11. Is this a specialized transit service or paratransit service project?

Yes, Transportation services for Seniors and people with disabilities

12. Project Location (or service area):

Santa Cruz County

13. Does the project serve a local priority population?

Yes, Senior and disable Santa Cruz County residents

14. Proposed Project Schedule
    14.1. Estimated Start Date: **12/15/2025**
    14.2. Estimated Completion Date: **06/01/2026**

15. Estimated Useful Life of the project (months, years):
    11 years

    15.1. Does your agency have the financial means to maintain and operate project services for the project's useful life? Describe any potential risks to using the asset throughout its useful life.
    Yes.

    15.2. Does your agency have the ability to accept legal liabilities and fulfill financial obligations for the project's useful life? Describe any potential risks.
    Yes.

16. Estimated Project Cost by Fiscal Year and Funding plan, including proposed FY 2025-26 SGR amounts, any past SGR allocations, and other funds.

						If requesting additional funds or changes for a project previously allocated SGR funds	
Work Task *(update to reflect applicable work)*	**Fiscal Year**	**Proposed New SGR 99313**	**Proposed New SGR 99314** *(METRO only)*	**Other Fund Source: NAME**	**Other Fund Source: NAME**	**Past SGR 99313**	**Past SGR 99314** *(METRO only)*
Planning	FY25-26						
Environmental							
Admin		Not eligible	Not eligible			Not eligible	Not eligible

Vehicle Acquisition	25-26	295,128.42					
Totals		**295,128.42**					

17. Project Prioritization:

17.1. Is this project included in an adopted transit asset management (TAM) plan?

Yes

17.2. Is this project included in prioritized listing and/or a program of transportation projects?

Yes, unmet need the need to have more wheelchair accessible transportation

17.3. Is this project listed in or consistent with the Santa Cruz County Regional Transportation Plan?

Yes, project meets unmet needs and under Association of Monterey Bay Area Governments AMBARG Regional planning

17.4. What public outreach or engagement has been done or will be done regarding this project, if any?

Lift Line conducts a variety of outreach activities aimed at engaging the community and raising awareness about our services. This includes proactive phone calls to individuals and organizations to provide information and answer questions. Additionally, we utilize local radio stations to broadcast informative segments that highlight upcoming events and services, reaching a broader audience. Online platforms, such as social media and websites, are leveraged to share updates, success stories, and educational content, fostering an interactive dialogue with the community. Furthermore, Lift Line sets up booths at special events—such as fairs, festivals, and community gatherings—where staff members can directly connect with attendees, distribute brochures, and offer

demonstrations about the services available, ensuring that the information is accessible to all.

For Community Transit Services (non-METRO projects):

(1) What transportation need does this community transit service provide, that is not currently met by Santa Cruz METRO?
On demand transportation beyond the ADA ¾ of a mile mandate, Same day and out of County medical transportation.

(2) How is this community service integrated with existing transit services, if appropriate?
New vehicles will integrate to Lift Line current Medical, essential services, same day, out of county, and Santa Cruz County TNC Access for all rides programs.

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AGENDA: September 4, 2025

TO: Regional Transportation Commission

FROM: Tommy Travers, Transportation Planner

RE: Fiscal Year 23/24 Measure D Annual Report

RECOMMENDATIONS

Receive the Measure D Taxpayer Oversight Committee report (Attachment 1) regarding Fiscal Year 2023/24 expenditures and audits.

BACKGROUND

In November 2016, over two-thirds of Santa Cruz County voters approved Measure D titled the "Santa Cruz County Transportation Improvement Plan Measure." The measure imposed a 0.5% transactions and use tax that went into effect in April 2017, with the state making the first payments of revenues collected to the Santa Cruz County Regional Transportation Commission in summer 2017. The Measure D Ordinance recognizes that accountability is of utmost importance and includes several safeguards to ensure accountability, transparency, and public oversight of all funds collected and allocated (Ordinance Section 32).

Funding agreements with recipient agencies require each agency receiving Measure D revenues to annually provide an expenditure report and audited financial statements showing how Measure D funds were spent in the prior fiscal year. Agencies that receive allocations of Measure D funds include: Santa Cruz County Regional Transportation Commission, cities of Capitola, Santa Cruz, Scotts Valley, and Watsonville, the County of Santa Cruz, Santa Cruz Metropolitan Transit District (METRO), and Community Bridges' Lift Line.

The purpose of the audits and expenditure reports is to help confirm that the expenditure of funds is in accordance with the Measure D Ordinance and Expenditure Plan adopted by the voters and Measure D Funding Agreement with recipient agencies. Per Section 32C of the voter approved Ordinance, Measure D requires establishment of an independent oversight committee made up of volunteer local residents living in each county supervisorial district. The oversight committee is tasked with the following responsibilities:

- Reviewing expenditures on an annual basis to ensure they conform to the Ordinance;
- Reviewing annual audits and reports prepared by independent auditors, describing how funds were spent; and
- Producing a publicly available Annual Report of oversight activities.

DISCUSSION

Earlier this year, after undergoing independent audits, fiscal and project management staff at each recipient agency, including the RTC, submitted extensive FY23/24 expenditure reporting to RTC staff to compile, review for errors or omissions, and submit to the Measure D Taxpayer Oversight Committee and general public for review. This reporting that every agency does serves to ensure accountability to the voters. The audits and expenditure reports have been available online at:
https://sccrtc.org/funding-planning/measured/taxpayer-oversight/

The oversight committee held two public meetings this spring to review the audits and annual reports, ask questions of the recipient agencies' staff, and discuss content for the annual report. Based on their review of the audits and expenditure reports, committee members worked with staff to prepare an annual report that includes a letter from them confirming that RTC and other recipient agencies complied with Measure D provisions and requirements in FY23/24. The annual report focuses on the financials and expenditures; it also highlights how Measure D has been used as leverage to secure significant outside grant funding through FY23/24 and lists some of the planned uses of carryover balances and future revenues. Attachment 1 is the Measure D Annual Report. **Staff recommends that the commission receive the Measure D Annual Report for FY23/24** (Attachment 1).

FISCAL IMPACTS

There are no fiscal impacts associated with receiving the Measure D Taxpayer Oversight Committee Annual Report regarding FY23/24 expenditures and audits.

SUMMARY

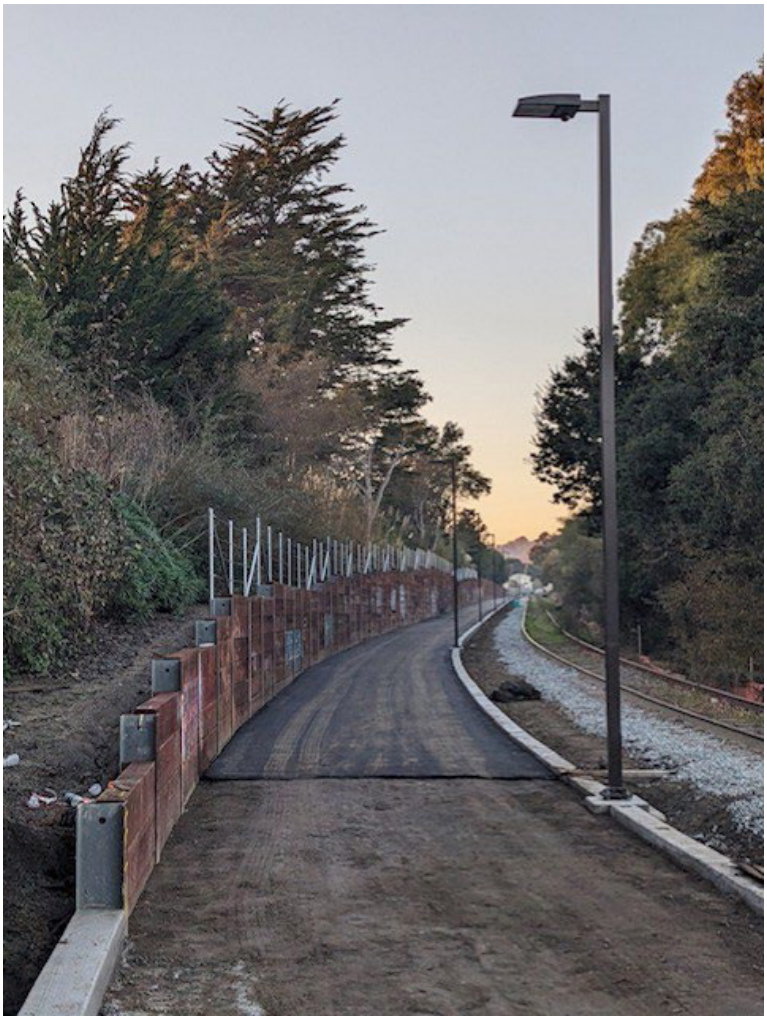
The Measure D Ordinance requires the oversight committee to report to the public regarding the FY23/24 expenditures and annual audits. The Measure D Taxpayer Oversight Committee concluded that the expenditure of Measure D funds was in accordance with the Measure D Ordinance and Expenditure Plan for the period of July 1, 2023, through June 30, 2024. The Measure D annual report for FY23/24 communicates the findings of the oversight committee and highlights key expenditures.

Attachment:
1. FY23/24 Measure D Annual Report

Measure D
Transportation Sales Tax

Taxpayer Oversight Committee

Annual Report: Fiscal Year 2023/2024









Executive Summary

In 2016, Santa Cruz County voters overwhelmingly approved **Measure D**, a half-cent sales tax dedicated to improving transportation across the county. This 30-year measure funds five key areas:

- Local streets and roads
- Public transit and paratransit
- Highway improvements
- Rail preservation and studies
- Coastal Rail Trail

Since it took effect in April 2017 through June 2024, Measure D has generated over **$196 million** for local transportation projects, with **$27.6 million** collected in the 2023/2024 fiscal year. These funds are being used for dozens of projects—fixing roads, improving safety for cyclists and pedestrians, expanding transit options, and tackling major infrastructure needs.

The **Santa Cruz County Regional Transportation Commission** oversees Measure D and distributes half the funds directly to local cities, the county, Santa Cruz METRO, and Community Bridges' Lift Line. Each agency is required to prepare a five-year spending plan annually, outlining how current and future funds will be used.

Measure D dollars have also helped bring in more than **$350 million** in outside grants through June 2024, multiplying the impact of local tax dollars and speeding up progress on key regional projects.

Thanks to voter support, Measure D continues to be a reliable and direct source of funding for transportation improvements that reduce traffic congestion, cut greenhouse gas emissions, and make it easier and safer for everyone to get around Santa Cruz County.





MEASURE D TAXPAYER OVERSIGHT COMMITTEE ANNUAL REPORT FISCAL YEAR ENDING JUNE 30, 2024

In November 2016, over two-thirds of Santa Cruz County voters approved Measure D, an ordinance with a comprehensive and inclusive package of transportation improvements to be developed in the county that would be funded by the imposition of a retail transactions and use tax of one-half of one percent (0.5%) for a period of 30 years.

The tax became effective on April 1, 2017. The Santa Cruz County Regional Transportation Commission (RTC) is designated as the Local Transportation Authority to implement the provisions of Measure D. Consistent with the Measure D Transportation Improvement Expenditure Plan, the RTC allocates, administers, and oversees the expenditure of all Measure D revenues which are not directly allocated by formula to other agencies.

Through June 2024, over $196 million in tax revenues were generated and over $123 million of Measure D funds expended by the RTC and the other recipient local agencies. As shown in the table below, $57 million of carryover Measure D Funds and anticipated future revenues will be used on transportation projects identified in each agency's 5-year program of projects (5-year plans).

The voter-approved Measure D Ordinance specifies that an independent Taxpayer Oversight Committee (Committee) review the annual independent fiscal audit of the expenditure of Measure D funds and issue an annual report on its findings regarding compliance with the requirements of the Expenditure Plan and Ordinance. The Committee consists of five members who are residents of Santa Cruz County and are neither elected officials of any government nor employees from any agency or organization that oversees or implements projects funded from the proceeds of the tax.

Committee members are appointed for two-year terms. The current Committee Members are:

- Supervisorial District 1: Frederick Harron
- Supervisorial District 2: Mark Johannessen, Chair
- Supervisorial District 3: Philip Hodsdon, Vice-Chair
- Supervisorial District 4: Jeannene Rawlsky
- Supervisorial District 5: Jennifer Merchant



ADA curb ramp construction, City of Capitola



METRO Pacific Station construction

The Committee held in-person meetings on April 17 and June 10, 2025, to review FY 2023/24 expenditures. Meeting materials and minutes are available for review on the RTC website: **https://sccrtc.org/meetings/measure-d-taxpayer-oversight-committee/.**

The Committee reviewed the Measure D Financial Statements, audited by independent Certified Public Accounting firms, and also reviewed the annual expenditure reports submitted by each of the Measure D recipient agencies:

- Santa Cruz County Regional Transportation Commission
- County of Santa Cruz
- City of Capitola
- City of Santa Cruz
- City of Scotts Valley
- City of Watsonville
- Santa Cruz METRO
- Community Bridges's Lift Line

The only material finding of any audit was that the City of Watsonville had not included their Impact Fee Special Revenue Fund in their annual budget. City staff has stated that they have already corrected this for FY 2024/25.

All agencies' expenditures in FY 2023/24 were found to be consistent with the Ordinance and Expenditure Plan. Regarding requirements of the Measure D Ordinance, it was found that the City of Capitola had not updated their Measure D 5-Year Plan. City staff have confirmed that they will resume annual updates to their 5-Year Plan in 2025.

The Measure D Transportation Improvement Expenditure Plan provides for the allocation of investments of Measure D funds for neighborhood projects (30%), highway corridors (25%), transit for seniors and people with disabilities (20%), active transportation (17%) and the rail corridor (8%). For FY 2023/24, the RTC allocated $26.9 million in net Measure D revenues to cities, the County, Santa Cruz METRO, Community Bridges, and regional investment categories and projects based on formulas set forth in the voter approved Measure D Ordinance and Expenditure Plan. The RTC expended $19.8 million in the regional categories and the other recipient agencies expended $18.6 million of Measure D revenues on projects and services in FY 2023/24. This was a significant increase over previous years, as several major projects initiated design and construction work. Any balance of allocations not expended through FY 2023/24 are carried over for use in future years on projects identified in the 5-Year Plans.



Coastal Rail Trail Segment 5 construction, North Coast



METRO CNG Articulated Bus

A summary of Measure D revenues and expenditures from July 1, 2023 through June 30, 2024, and balances follows:

Investment Category	%	FY 23/24 Allocations* (Accrual basis)	FY 23/24 Expenditures	Balances (include prior years carryover & interest)
Neighborhood	30%	$8,076,107		
SLV/Hwy 9		$333,333	$25,953	$2,094,959
Hwy 17 Wildlife Crossing		$166,667	$56,816	$109,657
City of Capitola		$361,462	$366,000	$562,300
City of Santa Cruz		$1,717,387	$1,974,096	$2,349,914
City of Scotts Valley		$373,237	$338,095	$551,998
City of Watsonville		$1,184,373	$1,010,069	$4,772,078
County of Santa Cruz		$3,939,648	$6,294,868	$6,589,590
Transit/Paratransit - METRO**	16%	$4,294,955	$7,148,077	$5,508,631
Paratransit - Lift Line	4%	$1,073,739	$1,469,256	$772,163
Highway Corridors	25%	$6,721,948	$9,000,897	$20,745,021
Active Transportation/ MBSST	17%	$4,559,728	$10,111,979	$6,600,455
Rail Corridor	8%	$2,145,594	$594,490	$6,448,942
Net Revenues *(net fees, admin/ implementation)*	**100%**	**$26,872,071**	**$38,390,596**	**$57,105,708**
Admin. salaries & benefits	1%	$275,729	$285,179	
Implementation & Oversight	varies	$477,278	$418,040	
Total		**$27,625,078**	**$39,093,815**	
State CDTFA (BOE) Fees	actuals	$187,050	$187,050	

Figure 1: FY 2023/24 Revenue & Expenditures Summary

Notes:

***This table includes a combination of information from the RTC and local agency audited financial information and project expenditure reports. Audited financials are typically presented on a modified or full accrual basis which means revenues are recognized when earned, not when received. FY 2023/24 allocations shown reflect RTC payments on an accrual basis, whereas audits for some agencies showed revenues on a modified accrual or cash basis depending on what month they accrued revenues.*

***METRO: The difference in carryover balance between the audited $10.5M and the $5.5M in the expenditure reporting is that the deferred revenue as of 06/30/24 was $10,519,055, of which $5,508,631 was Unearned Income and $5,010,424 was inter fund payable reimbursements for capital expenses incurred in FY24. In other words, only $5,508,631 was unearned revenue that could be allocated to projects and operations in subsequent fiscal years.*

As shown in the table above, the total Measure D funds collected and allocated (on an accrual basis) for FY 2023/24 by the RTC were $27,625,078; this is $261,828, or 0.96%, higher than in FY 2022/23.

Over $57 million in Measure D revenues were carried over to FY 2024/25. Each agency develops and annually updates 5-year plans that indicate the projects that will be funded with the carryover funding and future anticipated revenues. This information can be found in each agency's most recent plan online at: **https://sccrtc.org/funding-planning/measured.**

Measure D continues to serve as a crucial source of local transportation funding for the Santa Cruz County community and has been leveraged to secure more than $350 million through June 2024 in outside funding for our transportation system. More details are included in this annual report.

The Measure D Oversight Committee hereby finds that the RTC and Recipient Agencies are proceeding in accordance with the Measure D Ordinance, based on our review of the audited financial statements and the expenditure reports for the period from July 1, 2023, through June 30, 2024.

Mark Johannessen, Chair 2025

Measure D Taxpayer Oversight Committee
Santa Cruz County Regional Transportation Commission





Your Measure D Dollars at Work

In FY 2023/24, recipients used Measure D funds to provide comprehensive and inclusive transportation projects throughout Santa Cruz County. In addition to addressing local street and road maintenance, improving bicycle and pedestrian safety, enhancing transit and paratransit service, designing and initiating construction of major infrastructure projects, and providing traveler information and assistance programs, the funds were used as leverage to secure outside grant funding, to prepare upcoming projects for future construction, to improve sustainability, and to reduce greenhouse gas emissions.

Highlights of Projects Funded by Measure D in FY 2023/24

Each of the agencies that receive Measure D revenues prepare reports and an audit showing how funds were spent. Additional information on expenditures is included in each recipient agency's annual Expenditure Report, available online at: sccrtc.org/funding-planning/measured/taxpayer-oversight/.

Neighborhood Projects: 30% of Measure D Revenues

County of Santa Cruz

- 2023 Pavement Management Project: 16.81 miles of roadway resurfaced and restriped with bike lane and pedestrian crossing improvements.

Santa Cruz

- Rail Trail Segment 7, Phase 2: Continued construction of 0.79 mile Rail Trail between Bay/California Street and Pacific Avenue with completion in 2025.
- Street Smarts Traffic Safety Program: Media and public outreach for the ongoing regional traffic safety campaign.
- City Arterial & Collector Street Reconstruction and Overlay (Ocean Street Pavement Rehabilitation): Completed rehabilitation of Ocean Street from Felker to Water. Included multimodal improvements for bike, pedestrian, and transit.



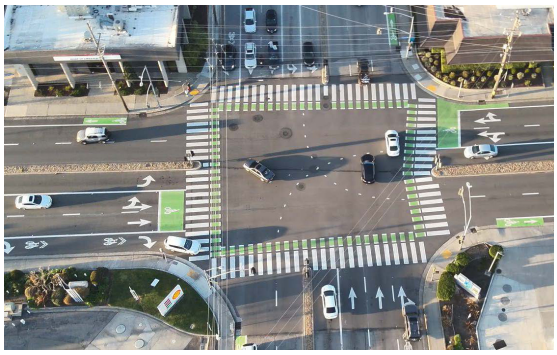
Pavement rehabilitation on Hillcrest Drive (before & after), County of Santa Cruz



Ocean Street Pavement Rehabilitation, City of Santa Cruz

Capitola

- 41st Avenue/Capitola Road Rehabilitation Project: Rehabilitation of pavement at the intersection of Capitola Road and 41st Avenue and on Capitola Road from 41st Avenue to 30th Avenue. Vehicular, pedestrian and bicycle lane markings at intersections updated to meet the latest complete streets guidelines. Project included green bike lanes, green bike boxes, improved crossings, 10 new ADA ramps, modified push buttons for better access and leading pedestrian phases added.



Complete streets elements at the intersection of Capitola Road and 41st Avenue, City of Capitola

Scotts Valley

- Bean Creek Road: Crack seal and type-2 slurry and bike lanes and striping from Scotts Valley Drive to K Street.
- Granite Creek Road: Repaving of asphalt surface and restriping from Scotts Valley Drive to the intersection at Santas Village Road. Bike lane widening and green treatment, new bike box, and ADA sidewalk improvements.



Pavement rehabilitation on Bean Creek Road (before & after), City of Scotts Valley

Watsonville

- Freedom Boulevard Reconstruction Project: Road reconstruction, class III bike lanes and a newly installed traffic signal at the intersection of Freedom Boulevard and Sydney Avenue, completed summer 2024.
- Highway 1 Harkins Slough Road Pedestrian Bridge & Safe Routes to School Project Design: The bi-directional class IV bike lane and pedestrian bridge and 6-mile-long Green Valley Road Class IV bike lane will help provide a safe passage for Pajaro Valley High School students and residents.
- Citywide Bicycle Programs: Worked with Ecology Action in coordinating Bike Month with several pedestrian and bicycle safety training events and activities held throughout May.
- Trail Maintenance: Purchased dump truck to assist with ongoing Watsonville bicycle and pedestrian trail maintenance. Maintained existing trails.
- Pedestrian Traffic Safety: Flashing beacon installation, construction of traffic calming elements, and development of educational traffic safety videos.
- Pennsylvania Drive Reconstruction Project: Design of pavement repairs and complete street elements.
- Bridge Street Reconstruction Project: Currently in its design phase.



Pedestrian traffic safety improvements, City of Watsonville

Transit for Seniors and People with Disabilities: 20% of Measure D Revenues

Lift Line – Community Bridges: 4%

- Lift Line continued to use Measure D funds to:
  - Expand service hours and provide additional rides
  - Hire additional drivers and staff
  - Support safety and service training for drivers
  - Promote paratransit ride availability
  - Manage facility projects and run operations facility
  - Purchase vehicle/equipment replacements



Lift Line facility in Watsonville



Lift Line paratransit service

METRO: 16%

- Initiated construction for redevelopment of Pacific Station/METRO Transit Center in Santa Cruz
- Fixed-route buses equipped with new technology to provide riders with real-time arrival and departure information
- Purchased four electric buses to be used on the Highway 17 Commuter Route
- Replaced seven ParaCruz vans
- Added 10 CNG articulated buses to increase ridership
- Continued to increase fixed-route service and sustain ParaCruz service



METRO purchased new electric buses and new ParaCruz vans and continued to provide vital paratransit service to the community.



Pacific Station/METRO Transit Center construction

Regional Investment Categories

Active Transportation/Coastal Rail Trail Corridor: 17% of Measure D Revenues

During FY 2023/24, Measure D funds were used on environmental review, permitting, design, coordination, construction of new sections of trail, and maintenance of completed sections of Coastal Rail Trail projects, including:

- Segment 5 (North Coast): In coordination with the RTC, the Federal Highway Administration Central Federal Lands Highway Division (FHWA-CFLHD) completed design of the 7.5-mile coastal rail trail from Davenport to Wilder Ranch State Park. Construction began of Phases I and II, which include the rail trail and improvements to two parking lots. Design work for Phase III, a new bicycle and pedestrian crossing over Highway 1 at Yellowbank Beach, continued.
- Segment 8/9 (Pacific Avenue to 17th Avenue): The City of Santa Cruz, in partnership with the County of Santa Cruz, continued preliminary design and environmental review of Segments 8 & 9 of the Coastal Rail Trail between the Santa Cruz Wharf and 17th Avenue (2.2 miles), also funded by state and private funds. The city has used local and regional Measure D funds as match to secure over $40 million in grants to fully fund the project.



Coastal Rail Trail Segment 5 construction, North Coast

- Segment 10/11 (17th Avenue to State Park Drive): The County of Santa Cruz, in partnership with the City of Capitola, continued environmental review and preliminary design of Segments 10 & 11 of the trail from 17th Avenue to State Park Drive (4.5 miles). Measure D has been used as match to secure over $68 million from California's Active Transportation Program.
- Segment 12 (State Park Drive to Rio Del Mar Boulevard): The RTC completed environmental review and began the final design of Segment 12 of the Coastal Rail Trail between State Park Drive and Rio Del Mar Boulevard as part of the Highway 1 Freedom-State Park Auxiliary Lanes and Bus-on-Shoulder project, which is being implemented in partnership with Caltrans. This section of trail includes bicycle/pedestrian bridges over Highway 1 and Soquel Drive, connecting coastal neighborhoods and Aptos Village.
- Coastal Rail Trail Oversight and Coordination: Overall trail planning, legal, stakeholder coordination, and development of future segments/grant applications.
- Corridor Encroachments and Maintenance: Ongoing corridor maintenance, including vegetation control; tree maintenance; trash and dumping abatement; encampments; drainage maintenance and repairs; and managing, renegotiating, or clearing of unpermitted encroachments.



Goats were utilized to perform vegetation control on the rail line.

Highway 9/SLV Corridor and Highway 17 Wildlife Crossing (Funded from Neighborhood Category)



Wildlife using the Highway 17 Wildlife Undercrossing at Laurel Curve

- San Lorenzo Valley/Highway 9 Corridor technical assistance, oversight, and community outreach, including legal, engineering review, grant preparation, funding agreements, RTC staff coordination with Caltrans, County, schools, and other stakeholders, public outreach, and other planning activities, including preconstruction for walkways in Felton and Boulder Creek.
- Landscaping and monitoring of the wildlife undercrossing at Highway 17 near Laurel Road that links core wildlife habitat areas on either side of the highway and to allow animals to travel beneath the highway. Mountain lions, bobcats, deer and other wildlife are using the crossing, reducing car crashes with wildlife.

Highway Corridors: 25% of Measure D Revenues

Highway 1 - Auxiliary Lanes and Bus-on-Shoulder Projects

The RTC leads the development of and has secured grants to construct five (5) new sets of auxiliary lanes, implement a hybrid bus-on-shoulder program, and build new bicycle and pedestrian crossings along 7.5-miles of Highway 1.

- **Phase 1: Soquel Drive to 41st Avenue –** This project includes one set of auxiliary lanes on Highway 1 between the 41st Avenue and Soquel Drive/Avenue interchanges with bus-on-shoulder improvements and a new bicycle and pedestrian overcrossing at Chanticleer Avenue. Construction was completed in 2025.
- **Phase 2: Bay/Porter to State Park Drive –** This project includes two sets of auxiliary lanes on Highway 1 between State Park Drive and Rio Del Mar Boulevard interchanges and Rio Del Mar Boulevard and Bay Avenue/Porter Street interchanges with bus-on-shoulder improvements and a new bicycle and pedestrian overcrossing at Mar Vista Drive. The project also includes the replacement of the Capitola Avenue overcrossing, soundwalls, and retaining walls. The project broke ground in April 2024. Construction is ongoing and is anticipated to be complete in 2026.



Groundbreaking - Highway 1 Bay/Porter to State Park project, April 2024

- **Phase 3: State Park Drive to Freedom Boulevard including Segment 12 of the Coastal Rail Trail –** This project includes auxiliary lanes and bus-on-shoulder improvements on Highway 1 between Freedom Boulevard and State Park Drive interchanges and the construction of a 1.25-mile-long multiuse trail along the Santa Cruz Branch Rail Corridor, including two new bicycle and pedestrian crossings (segment 12 of the Coastal Rail Trail). The RTC and Caltrans were awarded a $30 million federal MEGA grant to partially fund construction of the project. The project's final design and right-of-way components are ongoing.



Demolition of the Capitola Avenue overcrossing

Cruz511 (Traveler Assistance Programs)

- The RTC, in partnership with the City of Santa Cruz, UCSC, Ecology Action, and other entities, used Measure D funds to continue to promote "Go Santa Cruz County," a robust demand management program, including an online commute manager and rewards platform with dynamic carpool ride matching and transit, carpool, and bike trip planning. These services are provided for free and shared with the public via marketing materials, employer toolkits, the program website (www.gosantacruzcounty.org), and social media content. Targeted outreach includes engaging with major employers and providing virtual and in-person commuter workshops to participants.
- More than 7,200 participants have signed up for Go Santa Cruz County since launching the program in mid-2021, with 1,255 new participants signing up in FY 2023/24. RTC staff attended numerous community events to promote the GO Santa Cruz County Program and sign up new participants. The RTC also continued to provide rideshare, transit, bicycle, active transportation mapping resources, traffic and safety information, and county road and lane closure information to the public, primarily through the www.Cruz511.org website and social media.



RTC staff promoting GO Santa Cruz County at community events

Safe on 17 and Freeway Service Patrol

- Measure D continued to provide critical funding for extra California Highway Patrol (CHP) enforcement on Highway 17 through the Safe on 17 program which aims to reduce collision rates on Highway 17.
- Measure D funds were used for the Freeway Service Patrol (FSP) to provide tow truck patrols on Highway 1 and Highway 17 during peak travel times, which work in tandem with CHP to reduce incident related congestion, and improve traffic flow and safety by removing debris, assisting motorists with broken down vehicles, and clearing collisions. In FY 2023/24, the FSP tow providers worked a total of 3,640 hours and provided approximately 1,005 assists, with an average of 0.27 assists per hour. The most frequent types of motorist aid provided by FSP included assistance with collisions, mechanical quick fixes, and flat tire repairs.



An FSP tow provider assists a broken down vehicle.

- Measure D funds were used for the emergency call box program that connects stranded motorists with roadside assistance through a network of 70 cellular phone service call boxes located along Highways 1, 9, 17, 152, and 129. The call box system includes assistive technologies that can help people with disabilities communicate more easily with the call answering center.

Rail Corridor (Rail Infrastructure and Studies): 8% of Measure D Revenues

- Storm damage repairs, infrastructure preservation, and preventative maintenance for railroad infrastructure
- Ongoing engineering and construction oversight, administrative review and coordination for utility companies and other entities to perform maintenance or construction on facilities affecting the rail line
- In fall 2023, the RTC began the Zero Emission Passenger Rail & Trail Project Concept Report which evaluates transit options. The Project Concept Report is scheduled to be completed in late 2025.





Zero Emission Passenger Rail & Trail Project (ZEPRT) Public Workshop, Watsonville

Administrative and Implementation Activities

- Policies and procedures were followed to safeguard taxpayer dollars and ensure they are expended per voter direction.
- Accounting and fiscal systems were used to manage each of the accounts and disburse funding to direct recipients per voter approved formulas.
- Five-year plans were prepared and amended as needed to delineate planned projects using Measure D revenues.
- Ongoing outreach and community engagement was conducted via website updates (www.sccrtc.org/move), Facebook, Instagram, NextDoor, and eNews.
- Staff prepared, assembled, and reviewed RTC and recipient agency expenditure reporting documents for the Taxpayer Oversight Committee to review and to create the annual report.
- The Ordinance requires that all administrative, implementation and oversight costs for the measure be borne by revenues generated by the measure. The Ordinance also restricts the RTC from spending more than 1% of Measure D net revenues on salaries and benefits for administration of the tax measure. The RTC also spends a small amount on general "implementation and oversight," as is reported every year, which refers to spending on the Measure D Strategic Implementation Plan, strategy for potential Measure D financing, and some cash flow modeling and early planning work for projects that are not yet under development.

Leveraging Measure D Funds

One of the benefits of Measure D is the ability to use the funds to bring even more money into the county for transportation projects. Measure D funds have been used to leverage additional grant funds for numerous projects. Without Measure D, many of these grants would not have been available for transportation projects in Santa Cruz County. Most transportation grant programs either require that – or are more likely to be awarded to – applicants commit some amount of local funds; in addition, the largest programs also require that projects already be under development and near shovel-ready. The largest grants secured for regional projects through June 2024 are listed below.

- Over $107 million in funding from Highway Infrastructure Program and SB1 Solutions for Congested Corridors for the Highway 1 projects between Soquel Drive and State Park Drive.
- $67.6 million in Active Transportation Program (ATP) funding for Segments 10-11 of the Coastal Rail Trail
- Over $47 million in funding from the Federal Lands Access Program, Land Trust of Santa Cruz County, and the Coastal Conservancy for the North Coast Rail Trail (Segment 5)
- $39 million in ATP funding for Segments 8-9 of the Coastal Rail Trail
- $30 million in Federal MEGA funding for the Highway 1 State Park to Freedom and Coastal Rail Trail Segment 12 project
- Over $18 million in State Highway Operation and Protection Program (SHOPP) funding for the SLV Schools safety project
- $12.7 million in ATP, Coastal Conservancy, Congressional Earmark, and local NGO donation funding for Segment 7 of the Coastal Rail Trail
- $8.6 million in SHOPP funding for Highway 9 Felton complete streets improvements
- $3.5 million in state Transit & Intercity Rail Capital Improvement funding for the Zero Emission Passenger Rail & Trail project Concept Report
- $3 million from the Land Trust and $4 million in SHOPP funding for the Wildlife Crossing
- $1.8 million in LPP-Formula funding distributed to local roadway preservation, transit, and highway projects
- $1.5 million in Congressional Earmark from Congresswoman Anna Eshoo for the Boulder Creek Complete Streets project
- $1.5 million in STIP funding for the Freedom Boulevard Reconstruction Project



Construction on the Highway 1 auxiliary lane and bus-on-shoulder project between Bay Avenue/ Porter Street and State Park Drive

Carryover Balances

Funds that are not expended can be carried over to use in future years on projects identified in Measure D 5-year plans. Some agencies build up several years of funding for construction of larger projects. For example, carryover balances are being used for the construction of projects such as Highway 1 auxiliary/ bus-on-shoulder lanes and bicycle/pedestrian overcrossings, the Highway 17 Wildlife Crossing, several segments of the Coastal Rail Trail, METRO capital improvements, and large local road projects that were under development in FY 2023/24 that started or will be starting construction 2024-2027. As large projects go to construction, large carryover balances are starting to decrease. The Measure D ordinance allows for the RTC to secure financing against future revenues. To accelerate delivery of sections of the Coastal Rail Trail and Highway 1 improvements through Aptos in the next few years, the RTC will need to borrow against future Measure D revenues.

Projects To Look Forward To

Measure D recipient agencies are saving up multiple years of Measure D revenues for major work on projects, including:

- Swanton, Whiting, Murphy, and Trout Gulch roads resurfacing (County)
- Bay Drive Protected Bike Lane and Protected Pedestrian Path (Santa Cruz)
- Scotts Valley Drive, Bean Creek Road, Mt Hermon Road, and Lockwood Lane projects (Scotts Valley)
- Freedom Boulevard Reconstruction project (Watsonville)
- Facility Paving and EV Infrastructure Project (Lift Line)
- Hydrogen bus purchases (METRO)
- Highway 1 Auxiliary Lanes and Bus-on-Shoulder projects between Soquel Drive in Santa Cruz/Live Oak and Freedom Boulevard in Aptos, including new bicycle/pedestrian bridges over Highway 1 (RTC)
- Coastal Rail Trail project construction between Santa Cruz and Aptos and design in Watsonville
- Environmental analysis of passenger rail on the Santa Cruz Branch Rail Line



Freedom Boulevard, City of Watsonville


Highway 1 auxiliary lane and bus-on-shoulder construction, Bay/ Porter to State Park

The measure D taxpayer oversight committee welcome the public to review all materials made available on the RTC website. Sign up for the RTC enews list to stay up to date on Measure D projects and for information on opportunities to provide public input on planned Measure D projects: www.sccrtc.org/about/esubscriptions/.

AGENDA: September 4, 2025

TO: Regional Transportation Commission (RTC)

FROM: Max Friedman, Transportation Planner

RE: FY 2025/26 TDA Funding Requests

RECOMMENDATION

The Bicycle Advisory Committee and staff recommend that the Commission:

1. Adopt a Resolution (Attachment 1) approving the City of Santa Cruz's Pacific Beach Roundabout funding request for $175,000 in Transportation Development Act (TDA) funds; and
2. Adopt a Resolution (Attachment 2) approving the County of Santa Cruz's Highway 152/Holohan Road Intersection Project funding request for $320,000 in Transportation Development Act (TDA) funds to pay for bicycle-related costs of the project.

BACKGROUND

Annually, the Regional Transportation Commission disburses Article 8 Transportation Development Act (TDA) funds to local jurisdictions earmarked for bikeway and pedestrian initiatives. These flexible funds may roll over from one fiscal year to the next. There is currently a pool of TDA funds assigned to the City of Santa Cruz and the County of Santa Cruz that have not yet been allocated to specific projects. TDA claims with significant pedestrian components must be reviewed by the Elderly & Disabled Transportation Advisory Committee, and those with significant bicycle components must be reviewed by the Bicycle Advisory Committee (BAC) prior to approval by the Regional Transportation Commission.

DISCUSSION

City of Santa Cruz Pacific-Beach Roundabout Improvement Project

The Pacific-Beach Roundabout Improvement Project will provide a new bike lane crossing of the railroad tracks at the northeast corner of the roundabout located at the intersection of Pacific Avenue and Beach Street. The new northbound bike lane will provide a near perpendicular crossing of the railroad tracks, which is the recommended crossing method. The project will include modifications to the sidewalk, streetlights, street grade, storm drain and retaining wall. This location has a history of bike involved collisions due to the oblique angle crossing of the railroad tracks. This project improves the condition to near perpendicular, improving safety for people riding bikes.

Additional details can be found in Attachment 1, Exhibits A & B.

This project has already been designed and advertised for bid, but additional funding is now required to fund construction. While RTC rules and regulations state that a Bicycle/Pedestrian TDA claim must be submitted prior to project initiation, staff believes the intent of this requirement has been met, as the project's design was previously reviewed by the Committee in 2022.

The total funding request is for $175,000 in TDA Funds. The total project cost is $800,000 and will be fully funded pending the approval of these funds.

County of Santa Cruz Highway 152/Holohan Road Intersection Project

The Highway 152/Holohan Road Intersection Project provides pedestrian and bicycle safety and congestion mitigation. The improvements include sidewalks, bike lanes, an additional left tum and right turn lane on Holohan Road, and modifications to the traffic signal for increased pedestrian safety. The project area is in south Santa Cruz County at the intersection of Highway 152 and Holohan Road just north of the City of Watsonville. The purpose of the project is to reduce congestion at the project intersection and improve mobility and safety for all modes of transportation. Additional details can be found in Attachment 2, Exhibits A & B.

The total funding request is for $320,000 in TDA Funds. The funds may only pay for costs related to bicycle improvements. The total project cost is $4,193,462.

The Bicycle Advisory Committee and staff recommend that the Commission:

1. **Adopt a Resolution (Attachment 1) approving the City of Santa Cruz's Pacific Beach Roundabout funding request for $175,000 in Transportation Development Act (TDA) funds; and**

2. **Adopt a Resolution (Attachment 2) approving the County of Santa Cruz's Highway 152/Holohan Road Intersection Project funding request for $320,000 in Transportation Development Act (TDA) funds to pay for bicycle-related costs of the project.**

FISCAL IMPACT

The RTC's approved FY 2025/26 budget includes sufficient unallocated TDA funds for both the City and County of Santa Cruz to cover these TDA claims. Therefore, approval of this TDA claim does not have any additional fiscal impacts.

SUMMARY

The City of Santa Cruz request for TDA funding for the Pacific Beach Roundabout Project for $175,000 and the County of Santa Cruz request for the Highway 152/Holohan Rd Intersection Project for $320,000 are recommended for RTC approval. The RTC's approved FY 2025/26 budget includes sufficient available TDA funding for the City of Santa Cruz and County of Santa Cruz to allocate to their proposed projects.

Attachments:

1. Resolution
    a. Letter from City of Santa Cruz
    b. Claim form
2. Resolution
    a. Letter for County of Santa Cruz
    b. Claim form

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 4, 2025
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION ALLOCATING $175,000 FOR THE PACIFIC BEACH ROUNDABOUT PROJECT FROM ARTICLE 8 TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS TO THE CITY OF SANTA CRUZ

WHEREAS, the City of Santa Cruz submitted a letter and one Article 8 TDA claim requesting a total of $175,000;

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

WHEREAS, the Bicycle Advisory Committee (BAC) reviewed the TDA project funding request and recommend approval; and

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

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

1. $175,000 in TDA Article 8 funds are allocated to the City of Santa Cruz for the Pacific Beach Roundabout Project.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

_____

ATTEST: Eduardo Montesino, Chair

_____

Sarah Christensen, Secretary

Exhibit A: Pacific Beach Roundabout Project TDA Claim Form
Exhibit B: Letter from Nathan Nguyen, Public Works Director, the City of Santa Cruz

Distribution: RTC Fiscal
RTC Planner
City of Santa Cruz Public Works

EXHIBIT A

CITY OF SANTA CRUZ

PUBLIC WORKS DEPARTMENT

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

July 10, 2025

Ms Sarah Christensen
Santa Cruz County Regional Transportation Commission (RTC)
1101 Pacific Avenue Suite 250
Santa Cruz, CA 95060

RE: City of Santa Cruz – FY 2025-26 TDA Article 8 Allocation Request

Dear Ms. Christensen,

Please accept this letter as a FY 2025-26 TDA Article 8 allocation request to add funds to a new project:

Pacific Beach Roundabout	$175,000

The purpose of the Pacific-Beach Roundabout Improvement Project (c402507) is to provide a new bike lane crossing of the railroad tracks at the northeast corner of the roundabout. The new northbound bike lane will provide a near perpendicular crossing of the railroad tracks, which is the recommended crossing method. It includes modifications to the sidewalk, streetlights, street grade, storm drain and retaining wall.

The City will commit to maintaining the projects for 20 years and will complete all necessary environmental review.

Please call Claire Gallogly at 420-5107 if you have any questions or need additional information.

Sincerely,

Nathan Nguyen
Public Works Director

Attachments: Project Claim Forms
cc: Public Works (SH), Finance Department (NG)

Transportation Development Act (TDA)
CLAIM FORM

Submit a separate form for each project.

This form has been developed in an effort to standardize information required from TDA recipients, based on TDA Statute, RTC Rules and Regulations, and/or RTC board requests. If you have any questions about this claim form or would like an electronic copy of the form, please contact the Santa Cruz County Regional Transportation Commission at 460-3200.

Project Information

1. Project Title: Pacific Beach Roundabout (c402507)

2. Implementing Agency: City of Santa Cruz

3. Sponsoring Agency (if different) – must be a TDA Eligible Claimant:

4. Funding requested this claim: TDA– Local Transportation Funds (LTF) $_175,000_____
   STA (transit/paratransit only) $_____

5. Fiscal Year (FY) for which funds are claimed: FY__25_/_26____

6. General purpose for which the claim is made, identified by the article and section of the Act which authorizes such claims:
   - ☒ Article 8 Bicycle and/or Pedestrian Facility
   - ☐ Article 4 Public Transportation
   - ☐ Article 8 Specialized Transportation via city sponsor
   - ☐ Article 3 & 8 TDA Admin or Planning

7. Contact Person/Project Manager
   Name: _Ricardo Valdes_____
   Telephone Number: ____831-420-5198 E-mail: _rvaleds@santacruzca.gov__

   Secondary Contact (in event primary not available):__Claire Gallogly_____
   Telephone Number: 831-420-5107_____ E-mail: __cgallogly@santacruzca.gov

8. Project/Program Description/Scope (use additional pages, if needed, to provide details such as work elements/tasks):

The purpose of the Pacific-Beach Roundabout Improvement Project (c402507) is to provide a new bike lane crossing of the railroad tracks at the northeast corner of the roundabout. The new northbound bike lane will provide a near perpendicular crossing of the railroad tracks, which is the recommended crossing method. It includes modifications to the sidewalk, streetlights, street grade, storm drain and retaining wall.

Plans and specifications can be found on the city website at: https://www.cityofsantacruz.com/government/city-departments/public-works/engineering/public-works-projects.

9. Project Location/Limits (attach a map and/or photos if available/applicable, include street names):
At the intersection of Pacific Avenue and Beach Street in Santa Cruz.

10. Justification for the project. (Why is this project needed? Primary goal/purpose of the project; problem to be addressed; project benefits; importance to the community)
This location has a history of bike involved conditions due to the shallow angle crossing of the railroad tracks. This project improves the condition to near perpendicular, improving safety for people riding bikes.

11. Project Productivity Goals for this fiscal year:
    a. Measures of performance, success or completion to be used to evaluate project/program (ex. increase use of facility/service, decrease collisions, etc.):
    Decrease collisions

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

    Estimated 300 bicyclists/day.

    c. How does this project advance equity for low-income individuals and/or people of color?

This project directly serves Segments 7 and 8 of the Rail Trail and directly connects through Census Tract 1010, the lowest income Census tract in the City. Providing safe, connected mobility options improves the transportation options for all groups, but this project in particular serves to enhance a problem location within a DAC community.

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

VAR-P32 Bicycle Treatments for Intersection Improvements

13. Impact(s) of project on other modes of travel, if any (ex. parking to be removed):
None.

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

    $305,000 TIF
    $320,000 Liability Fund
    $175,000 TDA

    What is the total project cost? $800,000

    Is project fully funded? Not without this funding.

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

15. Preferred Method and Schedule for TDA-LTF fund distribution *(see RTC Rules and Regulations for details and requirements. Note if funds are distributed in advance of use, agencies will be required to subsequently provide documentation of actual expenditures.)*:
    a. Bike/Ped: Cities/County: ☒ Up to 90% upon initiation of work OR ☐ 100% upon project completion
    HSA/BTW: ☐ Quarterly disbursement OR ☐ Semi-annual disbursement

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

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

d. SCMTD: ☐ Quarterly disbursement

16. TDA Eligibility:

	YES?/NO?
A. Has the project/program been approved by the claimant's governing body? Form of approval **City Council approval 5/13/2025**_____ (eg resolution, work program, budget, other document) If "NO," provide the approximate date approval is anticipated._____	Yes
B. Has this project previously received TDA funding? If yes, date RTC approved:_____	No
C. For capital projects, have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	No
D. Has the project already been reviewed by the RTC Bicycle Committee and/or Elderly/Disabled Transportation Advisory Committee? (If "NO," project will be reviewed prior to RTC approval).	No
E. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	N/A
F. For Article 4 transit claims: Does operator meet Article 4 eligibility requirements? i. Farebox recovery ratio? and/or, ii. 50 percent expenditure rule as an older operator, defined as service starting prior to 1974?	N/A

Bike/Ped (Article 8) Only

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

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

	Planning	Environ-mental	Design/ Engineering	ROW	Construction	Other *	Contingency	**Total**
SCHEDULE (Month/Yr) Completion Date / /					**6/2026**			
Total Cost/Phase								
$TDA Requested (this claim)					**175,000**			
Prior TDA:								
Source 3: Liability Fund					**320,000**			
Source 4: TIF					**305,000**			
Unsecured/ additional need**								

*Please describe what is included in "Other":

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

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

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

All Claims

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

Article 8 Bicycle/Pedestrian Claims

- ☒ **Evidence of environmental review for capital projects**

Article 8 Bicycle/Pedestrian Claims sponsored by RTC *(Bike to Work, HSA)*

- ☐ **A budget including the name (for key personnel), classification, actual hourly rate, and billing rate for labor** *(later changes must be approved in writing by RTC TDA coordinator in advance of billing period and should not result in a reduction in scope identified in this claim).*
- ☐ **Approved indirect cost ratio in effect, if planning to use TDA for indirect costs.** *Indirect costs are only eligible if the organization has a current ICAP approved by Caltrans for the period covering when expenditures are incurred.*

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

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

Article 4 Transit Claims

- ☐ **A certification from the California Highway Patrol** (completed within the last 13 months) indicating that the operator is in compliance with Section 1808.1 of the Vehicle Code.
- ☐ **Other Certifications**

Local Agency Certification:

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

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

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

X Signature _____ Title: Public Works Director Date: 7/11/25

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RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 4, 2025
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION ALLOCATING $320,000 FOR THE HIGHWAY 152/HOLOHAN RD INTERSECTION PROJECT FROM ARTICLE 8 TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS TO THE COUTY OF SANTA CRUZ

WHEREAS, the County of Santa Cruz submitted a letter and one Article 8 TDA claim requesting a total of $320,000;

WHEREAS, the County of Santa Cruz has sufficient unallocated Article 8 TDA revenues;

WHEREAS, the Bicycle Advisory Committee (BAC) reviewed the TDA project funding request pertaining to its charge and recommend approval; and

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

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

1. $320,000 in TDA Article 8 funds are allocated to the County of Santa Cruz for bicycle-related costs of the Highway 152/Holohan Rd Intersection Project; and

2. The County of Santa Cruz must provide evidence of bicycle-related costs requesting reimbursement upon invoicing.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ATTEST: _____
Eduardo Montesino, Chair

_____
Sarah Christensen, Secretary

Exhibit A: Highway 152/Holohan Rd Intersection Project TDA Claim Form
Exhibit B: Letter from Matt Machado, Director of Community Development & Infrastructure, the County of Santa Cruz

Distribution: RTC Fiscal
RTC Planner
County of Santa Cruz Department of Community Development & Infrastructure

Docusign Envelope ID: A17F1C54-31D0-4F25-8AA7-399E0BB7A23B

EXHIBIT A

County of Santa Cruz

Department of Community Development and Infrastructure

701 Ocean Street, Fourth Floor, Santa Cruz, CA 95060
Planning (831) 454-2580 Public Works (831) 454-2160
https://cdi.santacruzcountyca.gov/

Matt Machado - Deputy CAO / Director

Jocelyn Drake	Stephanie Hansen	Carolyn Burke	Steve Wiesner	Kim Moore
Assistant Director	Assistant Director	Assistant Director	Assistant Director	Director
Permit Division	Housing & Policy	Special Services	Transportation	Administration

5/8/2025

RECEIVED
MAY 14 2025
RTC

SARAH CHRISTENSEN, EXECUTIVE DIRECTOR
Santa Cruz County Regional Transportation Commission
1101 Pacific Ave, Suite 250
Santa Cruz, CA. 95060

SUBJECT: TRANSPORTATION DEVELOPMENT ACT ARTICLE 8 PROJECT ALLOCATION CLAIMS

Dear Mrs. Christensen:

The County of Santa Cruz Department of Community Development and Infrastructure submits the enclosed Transportation Development Act (TDA) Article 8 allocation claims for the fiscal year 2024/2025. The unallocated TDA funds available for **FY 2024/2025** equal **$379,961.74** as of April 30, 2025. The claim is for the Highway 152/Holohan Road Intersection project.

An allocation claim for **FY 2024/2025** funds in the amount of **$320,000** is requested for the Highway 152/Holohan Road Intersection project. These TDA funds will be used to close out the construction project that provides pedestrian and bicycle safety and congestion mitigation. The improvements include sidewalks, bike lanes, an additional left turn and right turn lane on Holohan Road, and modifications to the traffic signal for increased pedestrian safety.

The County Board of Supervisors has adopted the attached resolution consistent with the above requested TDA allocations for these projects.

The Department of Community Development and Infrastructure thanks you for accepting our request for allocations of TDA funding. The preferred method of disbursement is by means of County journal (AUD48) whereby the TDA Article 8 funds should be journaled to Budget GL 621220, object 1582. Please contact Russell Chen, Civil Engineer at (831) 454-2149 if you have any questions or require additional information.

Yours truly,

DocuSigned by:
Matt Machado
50EBAC64454C48C...

MATT MACHADO
Deputy CAO
Director of Community Development
& Infrastructure

Enclosures/Attachment

Docusign Envelope ID: A17F1C54-31D0-4F25-8AA7-399E0BB7A23B

Transportation Development Act (TDA)
CLAIM FORM

Submit a separate form for each project.

This form has been developed in an effort to standardize information required from TDA recipients, based on TDA Statute, RTC Rules and Regulations, and/or RTC board requests. If you have any questions about this claim form or would like an electronic copy of the form, please contact the Santa Cruz County Regional Transportation Commission at 460-3200.

Project Information

1. Project Title: Highway 152/Holohan Road Intersection Project

2. Implementing Agency: County of Santa Cruz

3. Sponsoring Agency (if different) – must be a TDA Eligible Claimant:

4. Funding requested this claim: TDA– Local Transportation Funds (LTF) $ 320,000
   STA (transit/paratransit only) $_____

5. Fiscal Year (FY) for which funds are claimed: FY 24/25

6. General purpose for which the claim is made, identified by the article and section of the Act which authorizes such claims:
   - ☒ Article 8 Bicycle and/or Pedestrian Facility
   - ☐ Article 4 Public Transportation
   - ☐ Article 8 Specialized Transportation via city sponsor
   - ☐ Article 3 & 8 TDA Admin or Planning

7. Contact Person/Project Manager
   Name: Russell Chen, Civil Engineer
   Telephone Number: (831) 454-2160 E-mail: Russell.Chen@santacruzcountyca.gov

   Secondary Contact (in event primary not available): Steve Wiesner, Assistant Director
   Telephone Number: (831) 454-2160 E-mail: Steve.Wiesner@santacruzcountyca.gov

8. Project/Program Description/Scope (use additional pages, if needed, to provide details such as work elements/tasks):

   The Highway 152/Holohan Road Intersection project is a safety and congestion mitigation project. The improvements include sidewalks, bike lanes, an additional left-turn and right-turn lane on Holohan Road, and modifications to the traffic signal for increased pedestrian safety.

9. Project Location/Limits (attach a map and/or photos if available/applicable, include street names):

   The project is in south Santa Cruz County at the intersection of Highway 152 and Holohan Road just north of the City of Watsonville.

10. Justification for the project. (Why is this project needed? Primary goal/purpose of the project; problem to be addressed; project benefits; importance to the community)

    The purpose of the project is to reduce congestion at the project intersection and improve mobility and safety for all modes of transportation.

11. Project Productivity Goals for this fiscal year:

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a. Measures of performance, success or completion to be used to evaluate project/program (ex. increase use of facility/service, decrease collisions, etc.):

The primary deficiencies at this intersection include traffic congestion, traffic safety, and inadequate facilities for bicyclists and pedestrians. The County has conducted a Level of Service (LOS) analysis, intersection queue analysis, and a collision analysis that detail the deficiencies that need to be improved. See Project Study Report-Project Report to Provide Conceptual Approval and Provide Project Approval for a Project Funded by Others.

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

Many Watsonville area residents walk and bike. A recent survey of two of the most disadvantaged census tracts within City boundary (the Clean Mobility Options Community Transportation Needs Assessment, 2021) shows that 62% of respondents within these tracts walk every day or a few times a week.

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

Policy 1.3 – Transportation Infrastructure: Improve multi-modal access to and within key destinations.

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

No impacts to other modes of travel.

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

What is the total project cost? $4,193,462

Is project fully funded? Yes

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

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

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

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

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

d. SCMTD: ☐ Quarterly disbursement

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16. TDA Eligibility:

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

Bike/Ped (Article 8) Only

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

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

	Planning	Environ-mental	Design/ Engineering	ROW	Construction	Other*	Contingency	Total
SCHEDULE (Month/Yr) Completion Date /			**1/2023**		**12/2024**	**12/2024**	**12/2024**	
Total Cost/Phase			**$207,883**		**$3,480,509**	**$505,070**		**$4,193,462**
$TDA Requested (this claim)					**$320,000**			**$320,000**
Prior TDA:								
Source 3: General Fund			**$43,791**		**$1,159,139**	**$505,070**		**$1,708,000**
Source 4: RSTPX					**$1,277,243**			**$1,277,243**
Source 5: Minor A					**$500,000**			**$500,000**
Source 6: SB1					**$224,127**			**$224,127**
Source 7: Impact Fees			**$164,092**					**$164,092**
Unsecured/ additional need**								

*Please describe what is included in "Other": Non-Infrastructure, Art, Overhead

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

Docusign Envelope ID: A17F1C54-31D0-4F25-8AA7-399E0BB7A23B

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

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

Article 8 Bicycle/Pedestrian Claims
- ❑ **Evidence of environmental review for capital projects**

Article 8 Bicycle/Pedestrian Claims sponsored by RTC *(Bike to Work, HSA)*
- ❑ **A budget including the name (for key personnel), classification, actual hourly rate, and billing rate for labor** *(later changes must be approved in writing by RTC TDA coordinator in advance of billing period and should not result in a reduction in scope identified in this claim).*
- ❑ **Approved indirect cost ratio in effect, if planning to use TDA for indirect costs.** *Indirect costs are only eligible if the organization has a current ICAP approved by Caltrans for the period covering when expenditures are incurred.*

All Transit and Specialized Transportation Claims (*SCMTD, CTSA, and Volunteer Center)*
- ❑ **A copy of the operating and capital budgets for the coming fiscal year**
- ❑ **Description of capital projects,** including timeframe over which project will be funded and implemented
- ❑ **Operating Plan** for current and upcoming activities *(can be within project/program description)*
- ❑ **TDA Standard Assurances Checklist**

Article 4 Transit Claims
- ❑ **A certification from the California Highway Patrol** (completed within the last 13 months) indicating that the operator is in compliance with Section 1808.1 of the Vehicle Code.
- ❑ **Other Certifications**

Local Agency Certification:

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

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

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

Signature Matt Machado 50EBAC64454C48C... Title: Director of Community Development & Infrastructure Date: 5/8/2025

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PROJECT FACT SHEET



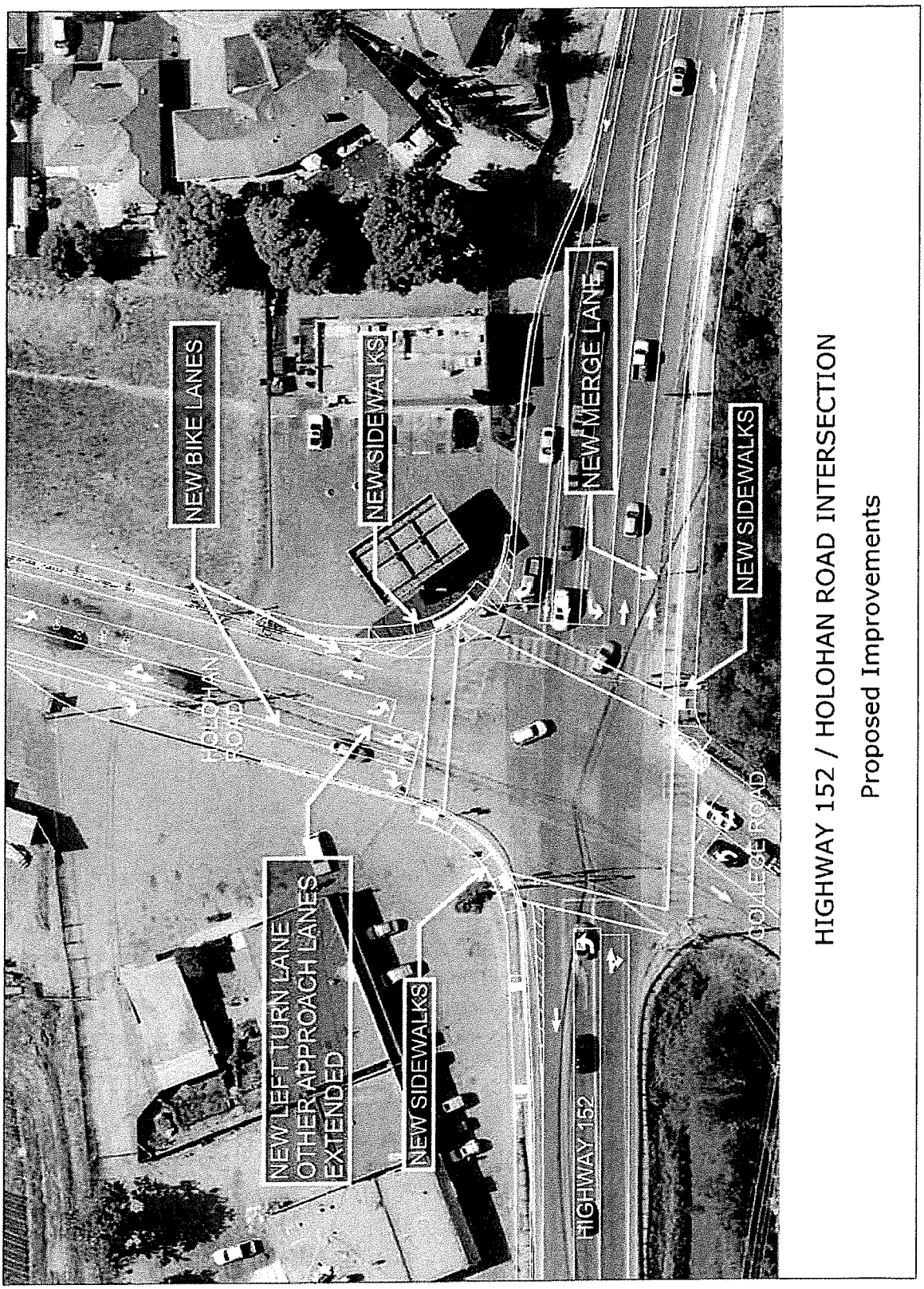
HIGHWAY 152 / HOLOHAN ROAD INTERSECTION IMPROVEMENTS

The project provides:

- **Bicycle Facility Improvements**
  - benefit school children from nearby high school, commuters
  - adds bicycle lanes on Holohan Road, completing bicycle lanes to Highway 152
  - adds bicycle lanes on Hwy 152
- **Pedestrian Facility Improvements**
  - benefit school children from nearby elementary school and high school
  - adds sidewalks on Holohan Road from Hwy 152 to Laken Drive (a residential subdivision)
  - replaces existing asphalt path on Hwy 152 from College Road towards two schools with concrete sidewalks
- **Road Improvements**
  - benefit motorists (congestion relief!) especially those going to fairgrounds, schools, and destinations outside the County
  - adds a left turn lane from Holohan Road to Hwy 152 West
  - adds a new merge lane on Hwy 152 West
  - extends existing left turn lane on Holohan Road
  - extends existing right turn lane on Holohan Road

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
COUNTY OF SANTA CRUZ

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HIGHWAY 152 / HOLOHAN ROAD INTERSECTION

Proposed Improvements

AGENDA: September 4, 2025

TO: Santa Cruz County Regional Transportation Commission

FROM: Bouapha Toommaly, Special Advisor

RE: Award of Professional Actuarial Services Contract 2025

RECOMMENDATIONS

Staff recommends that the Santa Cruz County Regional Transportation Commission (RTC) approve the attached resolution (Attachment 1) authorizing the Executive Director to negotiate and enter into a contract (TP 2215) with Foster & Foster with a not-to-exceed value of $25,500 for a four-year term, with the option of a two-year extension.

BACKGROUND

The Santa Cruz County Regional Transportation Commission (RTC) released a Request for Proposals (RFP No. 2215) on July 23, 2025 from qualified Actuaries to perform professional actuarial services of its retiree healthcare program through California Public Employees' Retirement System (CalPERS) and actuarial services of its pension cost-sharing plans through CalPERS. The actuary will need to prepare a bi-annual actuarial valuation for RTC's Other Post-Employment Benefits (OPEB)/retiree health benefits and provide the associated information required to comply with Governmental Accounting Standards Board (GASB) Statements 75. The actuary will also need to provide information for RTC's cost sharing (risk pool) pension plans required to comply with GASB Statement 68.

The GASB sets reporting standards for the preparation of financial reports for state and local governments. RTC seeks assistance in the calculation of the actuarial accrued liability of its OPEB as defined and adopted within Statement 75. The actuary will also provide RTC an actuary valuation and the information needed to present the appropriate assumptions and schedules in its financial statements as required by GASB 75. The valuation will be performed bi-annual but the supplemental information to comply with GASB 75 will be performed annually. Furthermore, the actuary will provide annually, the information needed to present the appropriate assumptions and schedules in its financial statements as required by GASB 68 based on the CalPERS actuarial valuation for RTC's Classic miscellaneous and PEPRA miscellaneous plans Cost-Sharing (risk pools).

DISCUSSION

The RTC received six proposals and interviewed four consulting firms that met the required qualifications. Each firm was evaluated based on technical expertise, written proposal, and interview performance. Following this process, the interview committee selected Foster and Foster, the current incumbent.

Staff recommends that the Commission approve the attached resolution (Attachment 1) authorizing the Executive Director to negotiate and enter into a contract (TP 2215) with Foster & Foster with a not-to-exceed value of $25,500 for a four-year term, with the option of a two-year extension.

FISCAL IMPACT

There are no new fiscal impacts associated with awarding this contract.

SUMMARY

Based on the evaluation criteria and review committee's scoring, Foster & Foster was determined to be the most qualified firm to meet RTC's actuarial service needs. Their combination of technical expertise and tailored methodology, made them the top choice. Therefore staff recommends that the professional actuarial services contract be awarded to Foster & Foster for a four-year term, with the option of a two-year extension upon satisfactory performance and Commission approval.

Attachments:

1. Resolution
2. Contract

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 4, 2025
on the motion of Commissioner
duly seconded by Commissioner

AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO A CONTRACT WITH FOSTER AND FOSTER FOR THE PROFESSIONAL ACTUARIAL SERIVCES WITH A NOT-TO-EXCEED VALUE OF $25,500 FOR A FOUR-YEAR TERM, WITH THE OPTION OF A TWO YEAR EXTENSTION, SUBJECT TO FINAL NEGOTIATIONS AND LEGAL COUNSEL REVIEW AS TO FORM

WHEREAS, the Santa Cruz County Regional Transportation Commission (RTC) issued Request for Proposals (RFP No. 2215) on July 23, 2025, seeking qualified actuarial firms to provide professional services related to actuarial valuations, analysis, and compliance with Governmental Accounting Standards Board (GASB) Statements 75 and 68; and

WHEREAS, the scope of work requires actuarial valuations for Other Post-Employment Benefits (OPEB), preparation of reports for CalPERS cost-sharing pension plans, financial statement support, and ongoing consultation for a multi-year contract term; and

WHEREAS, proposals were evaluated in accordance with the criteria set forth in the RFP, including technical understanding and approach, completeness of proposal, background and experience, responsiveness to RTC's needs, and cost effectiveness; and

WHEREAS, Foster & Foster was determined by the evaluation committee to be the most qualified proposer, having demonstrated superior technical expertise, extensive experience with California public agencies and CalPERS plans, a comprehensive and tailored approach to RTC's actuarial needs, and a competitive not-to-exceed fee structure; and

WHEREAS, Foster & Foster's proposal most effectively balances quality, responsiveness, and cost efficiency, thereby best serving the interests of the Commission and its stakeholders;

NOW, THEREFORE, BE IT RESOLVED that the Santa Cruz County Regional Transportation Commission hereby authorizes the Executive Director to negotiate and execute the contract for professional actuarial services under RFP No. 2215 to Foster & Foster with a not-to-exceed value of $25,500 for a four-year term, with the option for a two year extension.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

_____
Eduardo Montesino, Chair

ATTEST:

_____
Sarah Christensen, Secretary

Distribution: RTC Fiscal, RTC Project Manager, Contractor

Agreement No. TP2215

PROFESSIONAL SERVICES
INDEPENDENT CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and FOSTER & FOSTER CONSULTING ACTUARIES, INC., hereinafter called CONSULTANT. The parties agree as follows:

1. DUTIES.

A. CONSULTANT agrees to exercise all reasonable care, skill and diligence in performing the same or similar services used by members of the same profession at the same time and locality under the same or similar conditions to accomplish the following results: *Actuarial Valuation, Analysis, Compliance on Other Post-Employment Benefits (OPEB) and GASB 68 Actuarial Information for CalPERS Cost-Sharing (Risk Pool) Plans and GASB 75 Compliance* as specified in Exhibit A Scope of Services, which by this reference is incorporated herein.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this AGREEMENT.

Name	Function
Carlos Diaz	Project Manager / Supervising Actuary
Katie Berger	Actuarial Analyst
Charles Diaz	Data Specialist
Drew Ballard	Peer Reviewer/Quality Control

C. No person named in paragraph B of this Article or in Scope of Services (Exhibit A), or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of the COMMISSION Contract Manager. Such consent shall not be unreasonably withheld.

D. The CONSULTANT's Project Manager shall meet with the COMMISSION's Contract Manager, as needed, to discuss progress on the contract.

2. COMPENSATION.

In consideration for CONSULTANT accomplishing work to be performed under this AGREEMENT (as described in Exhibit A Scope of Services), COMMISSION shall compensate CONSULTANT in accordance with the approved Fee Schedule, attached hereto (Exhibit B) and incorporated by reference. Total payment shall be made upon COMMISSION Contract Manager approval and shall not exceed

$25,500, at the rates and conditions stipulated in Exhibit B. If there is any conflict between the approved Fee Schedule (Exhibit B) and this contract, this AGREEMENT shall take precedence. COMMISSION agrees to pay CONSULTANT as follows:

A. Transportation and subsistence expenses claimed for reimbursement shall not exceed the rates authorized to be paid rank and file State employees under State Department of Personnel Administration (Cal HR: https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203).

B. Progress payments may be made no more than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services (Exhibit A), the COMMISSION may terminate this AGREEMENT in accordance with the provisions of Section 4 of this AGREEMENT.

C. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

D. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to COMMISSION for the purpose of this AGREEMENT. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

E. The CONSULTANT will be reimbursed after receipt by the COMMISSION's Contract Manager of itemized invoices. Invoices shall be sent electronically to the COMMISSION's Contract Manager:

Nisha Singh, Director of Internal Services

nsingh@sccrtc.org *and* accountspayable@sccrtc.org

The invoices must include the following information:

1. This agreement number and project name;
2. Services provided by category with dates, and percentage of completion;
3. Additional services, labor hours, and billing rate by task;
4. Total invoice/payment requested;
5. Total amount previously paid under this AGREEMENT; and
6. CONSULTANT'S final invoice must be submitted within 60- calendar days after acceptance of the CONSULTANT's work by the Contract Manager.

3. TERM.

A. The AGREEMENT shall end on June 30, 2029, unless earlier terminated or extended by contract amendment.

DRAFT

B. The CONSULTANT is advised that this AGREEMENT is not binding and enforceable until it is approved by the COMMISSION and fully executed by all parties.

4. <u>TERMINATION</u>.

A. COMMISSION reserves the right to terminate this AGREEMENT upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. COMMISSION may terminate this AGREEMENT with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COMMISSION may proceed with the work in any manner deemed proper by COMMISSION. If COMMISSION terminates this AGREEMENT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this AGREEMENT prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.</u> To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, protect, and hold harmless the COMMISSION, its governing body, officers, officials, agents, employees and volunteers from and against:

A. Any and all claims, demands, costs, damages, losses, expenses, or liability arising from or connected with the services provided under this AGREEMENT due to the recklessness, willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney's fees, incurred by COMMISSION in defending against claims ultimately determined to be due to recklessness, willful misconduct or to negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents.

B. Any and all federal, State and local taxes, charges, fees, penalties, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, subconsultants employees, volunteers, and agents engaged in the performance of this AGREEMENT (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

C. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this AGREEMENT is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of COMMISSION, CONSULTANT shall indemnify, defend, and hold harmless COMMISSION for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or

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subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of COMMISSION.

D. The provisions of this section shall survive expiration, termination, or suspension of this AGREEMENT.

1. <u>INSURANCE</u>. CONSULTANT, at its sole cost and expense, for the full term of this AGREEMENT, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it. Insurance is to be placed with insurers reasonably acceptable to COMMISSION.

A. <u>Types of Insurance and Minimum Limits</u>

1. Workers' Compensation in the minimum statutorily required coverage amounts.
2. Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this AGREEMENT, including owned, non-owned (e.g., owned by CONSULTANT'S employees), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of $2,000,000 per occurrence, and $4,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of $1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION here: _____/_____.
5. If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this AGREEMENT, that greater amount shall become the minimum required amount of insurance for purposes of this AGREEMENT. Therefore, CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this AGREEMENT.

B. <u>Other Insurance Provisions</u>

1. If any insurance coverage required in this AGREEMENT is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT agrees that the retroactive date thereof shall be no later than the effective date of this AGREEMENT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this AGREEMENT (hereinafter "POST

AGREEMENT COVERAGE") and any extensions thereof. CONSULTANT may maintain the required POST AGREEMENT COVERAGE by renewal or purchase of prior acts or tail coverage. The COMMISSION will not be responsible for any premiums or assessments on the policy.

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

3. CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this AGREEMENT with Certificates of Insurance and endorsements for all required coverages. The Certificates of Insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall require the carrier to notify COMMISSION in writing of any material change, cancellation, termination or non-renewal of the coverage at least thirty days (30) days in advance of the effective date of such cancellation, or material change, or non-renewal. Insurance shall not be canceled until after ten (10) days prior written notice in the event of nonpayment of premium. Failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent via email to:

   contracts@sccrtc.org

4. If any insurance policy of CONSULTANT required by this AGREEMENT includes language conditioning the insurer's legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONSULTANT and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.
5. CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) workdays, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional insured. If CONSULTANT'S insurance policy includes a self-insured retention that must be paid by a named insured as a

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precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this AGREEMENT so as to not prevent any of the parties to this AGREEMENT from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

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

7. CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this AGREEMENT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

6. FEDERAL, STATE AND LOCAL LAWS.

A. CONSULTANT warrants that in the performance of this AGREEMENT, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONSULTANT shall notify COMMISSION of the nature and impact of such conflict. The COMMISSION agrees to cooperate and work with the CONSULTANT in an effort to resolve any conflict.

B. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on COMMISSION as a recipient of federal or state funds are imposed on CONSULTANT.

7. NON-DISCRIMINATION AND COMPLIANCE PROVISIONS. During and in relation to the performance of this AGREEMENT, CONSULTANT agrees to the following:

A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

B. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 8113 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other AGREEMENT.

C. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

D. CONSULTANT shall comply fully with all federal, State, and local laws and regulations which prohibit discrimination. The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

E. Consultant and its subconsultants shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with this Article.

F. In the event of CONSULTANT'S non-compliance with the non- discrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the Agreement in whole or in part. CONSULTANT may also be declared ineligible for further agreements with the COMMISSION.

8. CONFLICT OF INTEREST.

A. CONSULTANT certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this

AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either COMMISSION ordinance or State law.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

C. Any subcontract in excess of $25,000 entered into as a result of this AGREEMENT, shall contain all of the provisions of this Article.

9. LICENSES. If a license of any kind is required of CONSULTANT, its employees, agents, or subcontractors by Federal or State law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, that CONSULTANT shall keep it in effect at all times during the terms of this AGREEMENT, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

10. INDEPENDENT CONSULTANT STATUS.

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

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

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

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

D. By their signatures to this AGREEMENT, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this AGREEMENT is in fact an independent CONSULTANT.

11. RETENTION OF RECORDS/AUDIT.

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four years from the date of final payment under the contract. The COMMISSION, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. If any action has occurred relative to the records, the records must be retained until completion of the action and resolution of all issues that arise from it.

B. Subcontracts in excess of $25,000 shall contain this provision.

C. CONSULTANT and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

12. INSPECTION OF WORK. The CONSULTANT and any subconsultant shall permit the COMMISSION, to review and inspect the project activities and files at all reasonable times during the term of this AGREEMENT including review and inspection on a daily basis.

13. ACKNOWLEDGMENT. CONSULTANT shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

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14. <u>WORK PRODUCTS/OWNERSHIP OF DATA</u>. All material, data, information, and written, graphic or other work produced under this AGREEMENT is subject to the unqualified and unconditional right of the COMMISSION to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so.

A. Upon completion of all work under this AGREEMENT, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this AGREEMENT (herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.

B. The COMMISSION may permit copyrighting reports or other contract products, subject to its rights in Section C below.

C. If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the COMMISSION a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

D. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

15. CONFIDENTIALITY OF DATA.

A. All financial, statistical, personal, technical, or other data and information relative to COMMISSION's operations, which are designated confidential by COMMISSION and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COMMISSION relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COMMISSION's actions on the same, except to COMMISSION's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COMMISSION,

and receipt of COMMISSION'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

16. AUDIT REVIEW PROCEDURES.

A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this AGREEMENT that is not disposed of by agreement, shall be reviewed by the COMMISSION'S Contract Manager.

B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COMMISSION'S Executive Director of unresolved audit issues. The request for review will be submitted in writing. The Executive Director's determination regarding such dispute shall be final unless the Executive Director determines, in its sole discretion, that the dispute shall be determined by the COMMISSION.

C. Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

17. SUBCONTRACTING.

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between COMMISSION and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COMMISSION for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COMMISSION'S obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this AGREEMENT shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule (Exhibit A).

C. CONSULTANT shall pay its subconsultants within seven (7) calendar days from receipt of each payment made to CONSULTANT by COMMISSION.

D. All subcontracts entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this AGREEMENT to be applicable to subconsultants.

E. Any substitution of subconsultants must be approved in writing by the COMMISSION's Contract Manager prior to the start of work by the subconsultant.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this AGREEMENT to be applicable to those subconsultants.

18. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any COMMISSION employee. For breach or violation of this warranty, COMMISSION shall have the right in its discretion; to terminate the AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

19. BROKERAGE OR OTHER FEES. CONSULTANT warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this AGREEMENT, and that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this AGREEMENT. For breach or violation of this warranty, the COMMISSION shall have the right to annul this AGREEMENT without liability, or at its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee."

20. FORCE MAJEURE

CONSULTANT shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of the COMMISSION or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of CONSULTANT.

21. COMPLETE AGREEMENT.

A. AGREEMENT: The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the

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rights of COMMISSION as set forth in this AGREEMENT subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS: This AGREEMENT includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the AGREEMENT between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this AGREEMENT shall not affect the validity of other terms or conditions. The COMMISSION's waiver of CONSULTANT's performance of any term(s) or condition(s) of this AGREEMENT shall not be construed as a waiver for any future performance of such term(s) or conditions.

Attachments are:

- Exhibit A: Scope of Services
- Exhibit B: Fee Schedule
- Exhibit C: California Levine Act Statement

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Each of the undersigned represents and warrants that they are duly authorized to execute and deliver this AGREEMENT and that such execution is binding upon the entity for which they are executing this document.

SIGNATURE PAGE

Agreement No. TP2215

1. CONSULTANT:

By _____
Drew Ballard, FSA, EA, MAAA
Authorized Officer

Date_____

Foster & Foster Consulting Actuaries, Inc.
2181 Greenwich St.,
San Francisco, CA 94123
(650) 377-1600

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:

By _____
Sarah Christensen
Executive Director

Date_____

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

3. APPROVED AS TO FORM:

By _____
Steve Mattas
RTC Counsel

Date_____

4. APPROVED AS TO INSURANCE:

By _____
Yesenia Parra
RTC Administrative Services Officer

Date_____

Distribution: RTC Contract Manager, RTC Contracts, CONSULTANT

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6. PLAN APPROACH

The proposal should set forth a work plan and timeline for the requested services of this RFP. The plan at a minimum should include:

a. Approach and methodology for the valuation and reports

Approach and Methodology

Actuarial valuation and disclosure information are performed in accordance with generally accepted actuarial principles and practices, and in accordance with the provisions of GASB 68 and GASB 75. The assumptions used in performing the valuation will represent our best estimate of the actuarial costs of the plans, and the existing and proposed Actuarial Standards of Practice for measuring pension benefits and post-retirement healthcare benefits.

b. Approach and methodology to include compliance with GASB standards

The Actuarial Standards Board has provided coordinated guidance regarding pensions through a series of ASOPs for measuring pension obligations and determining pension plan costs or contributions.

The ASOPs that apply specifically to valuing pensions are as follows:

- ASOP No. 4, Measuring Pension Obligations and Determining Pension Plan Costs or Contributions, which ties together the standards shown below, provides guidance on actuarial cost methods, and addresses overall considerations for measuring pension obligations and determining plan costs or contributions
- ASOP No. 23, Data Quality
- ASOP No. 27, Selection of Economic Assumptions for Measuring Pension Obligations
- ASOP No. 35, Selection of Demographic and Other Noneconomic Assumptions for Measuring Pension Obligations
- ASOP No. 41, Actuarial Communications
- ASOP No. 44, Selection and Use of Asset Valuation Methods for Pension Valuations
- ASOP No. 51, Assessment and Disclosure of Risk Associated with Measuring Obligations and Determining Pension Plan Contributions
- ASOP No. 56, *Modeling*

Our firm will strictly follow each of the ASOPs mentioned above in performing all analyses for the Fund. Below is our proposed approach, should Foster & Foster be awarded the contract. In performing the review and replication of the actuarial valuation, our consultants will identify areas where we believe changes or improvements should be made, and our firm will communicate those in our final report.

The following steps will be completed to ensure the valuations satisfy all applicable ASOPs:

- Review of Data Used in the Valuation
- Assessment of the Plan Provisions to Be Valued
- Preparation of the Actuarial Calculations
- Review of Sample Lives
- A Review of Methods and Procedures
- A Review of the Actuarial Valuation Report Content
- An Analysis of the Actuarial Assumptions Applied
- Summarizing the Results

RTC is seeking an actuarial calculation of its Other Post-Employment Benefits (OPEB) as appropriate and defined in Governmental Accounting Standards Board Statement 74 and 75. We will continue to work with RTC regarding the most appropriate actuarial cost method to be employed. The valuation we produce will allow implementation of the rules regarding accounting for OPEB and will include relevant information about the accrued liabilities, annual costs, and future funding.

Foster & Foster's OPEB / GASB 75 actuarial valuation services go beyond reporting and disclosure issues and assists the County with an understanding of GASB 75, the actuarial methods and assumptions, the valuation results, the financial statement impact, and recommended contribution amounts. We will assign 3 credentialed actuaries to work on the valuations which includes our diligent internal peer review process to ensure all deliverables meet Foster & Foster standards for quality control.

c. Data and information required from the Commission for each service

Data Requirement

To facilitate a smooth process, we will provide RTC with the following:

- A data request letter – You may use the letter to guide you through the necessary data items and present it in the request format.
- An Excel workbook which contains spreadsheets to assist in preparing the data for our review. Each tab in the workbook contains information necessary for the valuation. The details of each tab would be described in the data request letter.

7. PRICE PROPOSAL

The cost of each year's engagement should be listed separately as a "not to exceed" basis. All expense reimbursements will be charged against the total all-inclusive maximum price submitted in this proposal. Costs for the valuation and reports should be detailed separately. Estimate hours for should be included by year as well. Price should include the hourly cost of additional services by staff position. See Attachment C – Sample Actuary Cost Proposal and Estimated Hours.

Our flat fee (including telephone support to explain and discuss the report) is outlined in Attachment A.

The total fee is all-inclusive based on Project Understanding outlined in Section 2. Fees are invoiced separately upon completion of the respective task.

During these difficult and unprecedented times, we are very sensitive to our clients' needs. If it helps the RTC to spread payment of the total fee over two years, we will gladly invoice you accordingly. Upon acceptance of our proposal, let us know if you like to take advantage of this payment structure.

We are available to meet with you and your staff (or board) to explain the report and to discuss the recent changes in our lives, the potential impact on financial and insurance markets, the ramifications of distance learning or remote working, and any other concerns you may have. We are available to meet virtually, in person, or by telephone at no additional charge.

The charges for any work not explicitly stated in the RFP would be based upon the amount of time required to complete each task at the hourly rates provided below.

Additional services will be subject to the below hourly rates, but we will provide a firm not-to-exceed fee quotation prior to commencing any work at RTC request.

Staff	2026 Hourly Rate*
Senior Consulting Actuary	$450
Consulting Actuary	$400
Senior Actuarial Analyst	$325
Actuarial Analyst	$275
Administrative	$175

*Hourly rates beyond 2026 will increase at a rate of 3.0% per year.

Attachment A – Sample Actuary
Cost Proposal and Estimated Hours

The cost proposal should be all-inclusive maximum fees for actuary services by fiscal years ending June 30 and by product. Should the Commission require additional audits be required during the audit period, please specify the cost per hour fee by labor category and any proposed subconsultants.

Cost Proposal by Fiscal Year

	Initial Contract								Optional Contract Extension 1							
Service	**2025/2026**		**2026/2027**		**2027/2028**		**2028/2029**		**2029/2030**		**2030/2031**					
	Cost	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**
GASB 75 OPEB valuation	$ 6,000	#18-24			$ 6,500	#18-24			$ 7,000	#18-24			$ 7,500	#18-24		
GASB 75 roll forward report to prepare the audited Financial Statements	$ 1,250	# 2-4	$ 1,250	# 2-4	$ 1,500	# 2-4	$ 1,500	# 2-4	$ 1,750	# 2-4	$ 1,750	# 2-4	$ 2,000	# 2-4	$ 2,000	# 2-4
GASB 68 report to prepare the audited Financial Statements	$ 1,250	# 2-4	$ 1,250	# 2-4	$ 1,500	# 2-4	$ 1,500	# 2-4	$ 1,750	# 2-4	$ 1,750	# 2-4	$ 2,000	# 2-4	$ 2,000	# 2-4
Additional Services by labor category (per hour):																
Senior Actuary	$ 425		$ 425		$ 450		$ 450		$ 475		$ 475		$ 500		$ 500	
Consulting Actuary	$ 375		$ 375		$ 400		$ 400		$ 425		$ 425		$ 450		$ 450	
Senior Analyst	$ 325		$ 325		$ 350		$ 350		$ 375		$ 375		$ 400		$ 400	
Actuarial Analyst	$ 275		$ 275		$ 290		$ 290		$ 305		$ 305		$ 320		$ 320	
Administrative	$ 175		$ 175		$ 185		$ 185		$ 195		$ 195		$ 205		$ 205	
	$		$		$		$		$		$		$		$	

EXHIBIT C

Form 1: California Levine Act Statement

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the twelve months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

A list of the Santa Cruz County Regional Trasnportation Commissions's (RTC) Commissioners and their Alternates is available on the RTC website https://sccrtc.org/about/commission-members/ and is incorporated herein as if attached. Proposers/bidders are responsible for accessing this link to review the names prior to answering the following questions:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any RTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?
   YES ☐ NO ☑
   If yes, please identify the commissioner:

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any RTC commissioners in the three months following the award of the contract?
   YES ☐ NO ☑
   If yes, please identify the commissioner:

Answering yes to either of the two questions above does not preclude RTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

08/07/2025	
Date	(signature of authorized official)
Foster&FosterConsultingActuaries,	Drew Ballard - Authorized Officer
Company Name	(type or write appropriate name, title)

AGENDA: September 4, 2025

TO: Regional Transportation Commission

FROM: Sarah Christensen, Executive Director

RE: Contract TP2218 with Lotus Financial Lotus Financial Solution, Inc. Amendment for Finance and Budget Special Advisor Support

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RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt a Resolution (Attachment 1) authorizing the Executive Director to execute the second amendment on Contract TP2218 with Lotus Financial Solution, Inc. to add $45,000 in compensation for professional services to assist with special advisor support as outlined in the scope of services (Exhibit A to Attachment 1) and as directed by the Executive Director until the time the recruitment for the Finance & Budget Officer position is complete and the permanent position is filled.

BACKGROUND

April of 2025 the Commission approved contract TP2218 with Lotus Financial Solution, Inc. for special advisor services until the vacant Director of Internal Services position is filled. The Internal Services department includes the functions of the finance, administration, budget, human resources, information technology, real property, purchasing, and contracts.

June of 2025, the Commission approved an amendment to contract TP2218 for $60,000 to include financial services until the position of Finance and Budget Officer is filled, following the retirement of an employee previously serving in the role. The first amendment covers services up to October of 2025.

In August of 2025, the Director of Internal Services (DIS) was hired. As the DIS is onboarding and assumes responsibility, financial services are still required until the Budget and Fiscal Officer position is filled, which staff estimates will be needed through January of 2026.

DISCUSSION

The RTC Finance & Budget Officer position is currently vacant. The RTC's contracted special advisor, Lotus Financial Solution, Inc., has extensive

public finance capabilities and has been reviewing Internal Services Department processes and tools as part of their current contract. Lotus is a women of color owned and operated, full-service business consulting firm that supports organizations to become financially and operationally healthy. The Lotus team has over 15 years of experience in governmental finance, including budget planning and execution, financial reporting, policy development, audit preparation, and interdepartmental coordination. The full scope of services for Amendment 2 is included as Exhibit A to Attachment 1.

Staff recommends the Commission adopt a resolution (Attachment 1) authorizing the Executive Director to execute an amendment to contract TP2218 with Lotus Financial Solution, Inc. to add $45,000 in compensation for professional services to assist with management-related advising tasks as described in in the scope of services (Exhibit A to Attachment 1) and as directed by the Executive Director.

FISCAL IMPACT

The contract amendment will be funded by the RTC's administrative budget with work being conducted in FY 2025/26. The RTC budgeted for the vacant Finance & Budget Officer position in FY 2025/26, which was assumed to be approximately $225,000 to cover salary and benefits for the position. Since the position remains vacant to-date, budget anticipated for this position has been proposed to be reallocated for professional services to cover this contract.

SUMMARY

Staff recommends amending contract TP2218 with Lotus Financial Solution, Inc for special advisor services associated with Finance & Budget Officer tasks as described in the attached scope of work.

ATTACHMENTS

1. Resolution
    a. TP2218 Amendment 2 Scope of Work

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 4, 2025
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A SECOND AMENDMENT TO THE AGREEMENT TP2218 WITH LOTUS FINANCIAL SOLUTION, INC. TO ADD $45,000 IN COMPENSATION FOR SPECIAL ADVISOR SUPPORT SERVICES UNTIL THE FINANCE & BUDGET OFFICER SUPPORT UNTIL THE PERMANENT POSITION IS FILLED

WHEREAS, in April of 2025 the Commission approved contract TP2218 with Lotus Financial Solution, Inc. for special advisor services until the vacant Director of Internal Services position is filled; and

WHEREAS, the RTC's contracted special advisor, Lotus Financial Solution, Inc., has extensive public finance capabilities and has been reviewing Internal Services Department processes and tools as part of their current contract TP2218; and

WHEREAS, the Internal Services department includes the functions of the finance, budget, human resources, information technology, real property, purchasing, contract procurement, and administration; and

WHEREAS, in June of 2025 RTC amended the service contract to include interim support for finance and budget tasks are needed until the vacant Finance & Budget Officer position is filled; and

WHEREAS, the position of Finance and Budget Officer is yet to be filled, and there is still the need for the special advisor support during the recruitment and onboarding.

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

The Executive Director is hereby authorized to execute a second amendment to contract TP2218 with Lotus Financial Services to add $45,000 in compensation to perform the scope of work included as Exhibit A.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

_____
Eduardo Montesino, Chair

ATTEST:

_____
Sarah Christensen, Secretary

Exhibit
a) TP2218 Amendment 2 Scope of Services

Distribution: RTC Project Manager and Consultant Project Manager

EXECUTIVE SUMMARY

Lotus Financial Solution, Inc. (LFS) is pleased to submit this proposal to Santa Cruz County Regional Transportation Commission (RTC) for the interim position of Budget and Finance Officer. With a strong record of financial leadership in public sector environments, our firm brings strategic expertise, regulatory compliance knowledge, and a commitment to fiscal transparency and operational excellence. Our team has over 15 years of experience in governmental finance, including budget planning and execution, financial reporting, policy development, audit preparation, and interdepartmental coordination. We are confident in our ability to provide innovative and dependable leadership that will support the agency's new strategic vision.

KEY RESPONSIBILITIES:

- **Financial Strategy & Planning**
    - Develop and oversee long-term financial plans aligned with organizational goals.
    - Advise leadership on fiscal strategy, budget constraints, and funding opportunities.
- **Budget Management**
    - Prepare and manage the agency's annual operating and capital budgets.
    - Monitor expenditures, revenue trends, and ensure budgetary compliance.
    - Support Executive Director with development reports.
- **Accounting & Reporting**
    - Oversee general accounting functions, payroll, accounts payable/receivable, and grants accounting.
    - Ensure timely and accurate financial statements in accordance with GAAP and GASB standards.
- **Audits & Compliance**
    - Coordinate annual external audits and internal financial reviews.
    - Ensure compliance with federal, state, and local laws, regulations, and reporting requirements.
- **Leadership & Team Development**
    - Supervise and mentor Finance Department staff.
    - Foster a culture of accountability, continuous improvement, and customer service.
    - Support implementation of the Strategic Plan.

Goals and Objectives:

- Ensure seamless transition with minimal disruption to financial operations.
- Improve data accuracy, process efficiency, and compliance.

- Equip staff with the necessary skills and knowledge to adapt to the change.
- Increase transparency and communication across the agency.
- Ensure alignment with the new strategic vision.

Methodology & Transition Plan:

Our approach includes a comprehensive onboarding strategy to ensure a smooth transition:

SYSTEMS ASSESSMENT (Weeks 1-2):

1. Review and assess current accounting infrastructure (banking, ERP, payment processor, etc.) and workflow.
2. Review accounting and procurement processes.
3. Audit internal control processes.
4. Team assessment to identify key strengths and training opportunities.
5. Gain access to accounting systems and other related software.

WORKFLOW DESIGN (Weeks 3-6):

1. In conjunction with the team, establish goals and objectives for the new workflow that is aligned with the new strategic vision.
2. Develop benchmarks and key performance KPIs (in conjunction with interim Director of Internal Services).
3. Develop training plans and continued education plans.
4. Develop a plan to integrate the systems and introduce Win Cam agency wide.
5. Provide feedback of any major changes to the Executive Director.

IMPLEMENTATION AND ONGOING EVALUATION (Weeks 7-16):

1. Implement training with the Finance Department.
2. Implement the new workflow and refine based on testing and feedback.
3. Build stakeholder engagement to establish trust and a seamless working relationship.
4. Monitor performance metrics and report results to the interim Director of Internal Services and Executive Director.

AGENDA: September 4, 2025

TO: Santa Cruz County Regional Transportation Commission

FROM: Krista Corwin, Administrative Assistant II

RE: Monthly Meeting Schedule

The monthly meeting schedule is presented to inform the Commission and the public of upcoming Commission, Committee, and Advisory Committee meetings. The meetings are open to the public. Information needed to attend the meetings can be found on the first page of the meeting agenda. Agendas for the meetings will be posted to the appropriate webpage five to seven days prior to the meetings.

- Commission Meetings: https://sccrtc.org/meetings/regional-transportation-commission/agendas/
- Budget and Administration/Personnel Committee: https://sccrtc.org/meetings/budget-administration-personnel-committee/
- Bicycle Advisory Committee: https://sccrtc.org/meetings/bicycle-advisory-committee/
- Elderly and Disabled Transportation Advisory Committee: https://sccrtc.org/meetings/elderly-disabled/
- Interagency Technical Advisory Committee: https://sccrtc.org/meetings/inter-agency/
- Traffic Operations System/SAFE on 17: https://sccrtc.org/meetings/traffic-operations-system-safe-on-17/
- Measure D Taxpayer Oversight Committee: https://sccrtc.org/meetings/measure-d-taxpayer-oversight-committee/

Attachments:

1. Three Month Meeting Schedule

Three Month Meeting Schedule **September 4, 2025 RTC Meeting**
www.sccrtc.org September 2025-November 2025

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

Date	Day	Meeting Body	Time	Place
9/4/25	Thu	Regional Transportation Commission	9:00am	Watsonville
9/18/25	Thu	Interagency Technical Advisory Committee	1:30pm	RTC Office
9/18/25	Thu	Board Development Retreat	9:00am	TBD
10/2/25	Thu	Regional Transportation Commission	9:00am	County BOS
10/9/25	Thu	Budget & Administration/Personnel	1:30pm	RTC Office
10/13/25	Mon	Bicycle Advisory Committee *****New Date*****	5:30pm	RTC Office
10/14/25	Tue	Elderly & Disabled Transportation Advisory Committee	1:30pm	RTC Office
10/16/25	Thu	Interagency Technical Advisory Committee	1:30pm	RTC Office
11/3/25	Mon	Bicycle Advisory Committee	5:30pm	RTC Office
11/6/25	Thu	Regional Transportation Commission	9:00am	Watsonville
11/20/25	Thu	Interagency Technical Advisory Committee	1:30pm	RTC Office

- *RTC Office – 1101 Pacific Avenue, Suite 250A, Santa Cruz, CA*
- *Watsonville – 275 Main Street, Watsonville, CA*
- *County BOS – 701 Ocean Street, Rm. 525, Santa Cruz, CA*

AGENDA: September 4, 2025

TO: Santa Cruz County Regional Transportation Commission

FROM: Krista Corwin, Administrative Assistant II

RE: Correspondence Log

The Correspondence Log is included in the meeting packet to inform the Commission of correspondence from members of the public on matters within its jurisdiction and from members of the Commission and its staff to other agencies. The correspondence log and the accompanying Full Comments (linked in the upper right-hand corner of the first page of the log) demonstrate the value the Commissioner places on transparency and responsiveness.

Attachments:

1. Correspondence Log

TO							From			Link to Full Comments
Date Letter Rec'd/Sent	**Type**	**Incoming/ Outgoing**	**Response**	**First**	**Last**	**Organization**	**First**	**Last**	**Organization**	**Subject**
07/02/25	Contact us form	Incoming	L.Mendez 7.29.2025	Luis	Mendez	SCCRTC	Jonah	Henry	Resident	Questions about 2021 TCAA (Transit Corridor Alternatives Analysis) report
07/09/25	Email	Incoming	B.Zamora 8.25.2025	Brian	Zamora	SCCRTC	Jonah	Henry	Resident	Request for cost estimates for HWY 1 work
07/23/25	Email	Incoming	C.Convisser 8.15.2025	Yesenia	Parra	SCCRTC	Chris	Amsden	Resident	Public records request
07/24/25	Email	Incoming	N.Fabriccino 7.29.2025	Bella	Kressman	SCCRTC	Holly	Taylor	Resident	When will the goats be coming back to Seacliff RR tracks?
07/25/25	Email	Incoming	C.Convisser 8.5.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	CPRA Request - Agreements between SCCRTC and Seaside Company
07/27/25	Email	Incoming	RTC Staff 7.29.2025	Riley	Gerbrandt	SCCRTC	Abbie	Miller	Resident	Support for preserving the option of trains in the future
07/26/25	Email	Incoming	RTC Staff 7.29.2025	Riley	Gerbrandt	SCCRTC	Tom	Wilson	Resident	Comments & support for passenger rail in the long term
07/27/25	Email	Incoming	RTC Staff 7.29.2025	Riley	Gerbrandt	SCCRTC	Connie	Wilson	Resident	Support for pursuing the rail and trail
07/27/25	Email	Incoming	RTC Staff 7.29.2025	Riley	Gerbrandt	SCCRTC	Todd	Moore	Resident	Support for passenger rail alongside the trail
07/28/25	Email	Incoming	C.Convisser 8.7.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	CPRA Request - Grant applications related to Santa Cruz Rail Project
07/28/25	Email	Incoming	C.Convisser 8.4.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	Additional CPRA Request - Corridor Land Boundaries, Title Records, and Acquisition Documents for Segments 8, 9, and 10
07/28/25	Email	Incoming	C.Convisser 8.7.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	CPRA Request - Boundary Approvals
07/28/25	Email	Incoming	C.Convisser 8.7.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	Request for public access to RTC blueprints - Segment 8 (Pacific Ave to 17th Ace)
07/28/25	Email	Incoming	n/a	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	Follow-up: No Response to Multiple Public Records Requests

TO							From			
Date Letter Rec'd/Sent	**Type**	**Incoming/ Outgoing**	**Response**	**First**	**Last**	**Organization**	**First**	**Last**	**Organization**	**Subject**
07/28/25	Email	Incoming	C.Convisser 8.7.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	CPRA Requests - Segments 8-10, Budget and Legal Records Dear RTC Staff,
07/28/25	Email	Incoming	C.Convisser 8.7.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	CPRA Request - General Fund Balance and Legal Reserves
07/28/25	Email	Incoming	C.Convisser 8.7.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	CPRA Request - Budget Allocations for Segments 8, 9, and 10
07/28/25	Email	Incoming	C.Convisser 8.7.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	CPRA Request - Legal Costs for Property, Easement, or Encroachment Disputes
07/28/25	Email	Incoming	C.Convisser 8.7.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	CPRA Request - RTC Annual Audior Reports FY21-24
07/28/25	Email	Incoming	C.Convisser 8.7.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	CPRA Request - Approved vs. Pending Rail/Trail Funding for Segments 8-10
07/28/25	Email	Incoming	C.Convisser 8.7.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	CPRA Request - RTC Communications with Seaside Company and Santa Cruz Seaside Company (Boardwalk)
07/28/25	Email	Incoming	C.Convisser 8.7.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	CPRA Request - Internal Communications on Encroachments and Property Conflicts (Segments 8-10)
07/28/25	Email	Incoming	C.Convisser 8.7.2025	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	CPRA Request - Comprehensive Financial Records & Budgeted Legal Expenditures
07/28/25	Email	Incoming	B.Zamora 8.25.2025	Brian	Zamora	SCCRTC	Mark	Pilarczyk	Swenson	Highway 1 SC County widening project / timeline
07/29/25	Email	Incoming	C.Convisser 8.15.2025	Yesenia	Parra	SCCRTC	Gregory	Becker	Resident	Public records request
07/29/25	Email	Incoming	RTC Staff 8.15.2025	Sarah	Christensen	SCCRTC	Kevin	Maguire	Resident	Temporary Use of the Murray Street Rail Bridge for Active Transportation During Murray Street Bridge Construction

TO							From			
Date Letter Rec'd/Sent	**Type**	**Incoming/ Outgoing**	**Response**	**First**	**Last**	**Organization**	**First**	**Last**	**Organization**	**Subject**
07/29/25	Email	Incoming	RTCStaff 8.25.2025	Sarah	Christensen	SCCRTC	Damon	Meyer	Resident	Formal request for pause and clarification on RTC Corridor Encroachment Notices
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Alberta	Saporta	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Tom	Kellogg	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Ed	Shapiro	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Nathan	Tuddenham	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Johanna	Lighthill	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Gary	Lindeke	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Tom	Halderman	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Cynthia	Gelke	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Sarah	Gerhardt	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Katherine	Smith	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Jeremy	Ertl	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Tom	Haid	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Chuck	Hawley	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Dave	Kumec	Resident	Comment on item 26 - RTC August 7, 2025

TO							From			
Date Letter Rec'd/Sent	**Type**	**Incoming/ Outgoing**	**Response**	**First**	**Last**	**Organization**	**First**	**Last**	**Organization**	**Subject**
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Justin	McKnabb	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Bill	Gray	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	James	Zachos	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Jean	Mahoney	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Joseph	Crossen	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Andrea	Ratto	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Brian	Brunelli	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Julie	Lambert	Resident	Comment on item 26 - RTC August 7, 2025
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Tom	Brandow	Resident	Support for building the trail without the train
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Mike	Weatherford	Resident	Opposition to continued train studies and support for building bike trail
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Paul	Dionn	Resident	Opposition to train
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Susanne	Paradis	Resident	Support for building the trail without the train
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Claire	Schneeberger	Resident	Support for railbanking & building a trail
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Berta	McGann	Resident	Support for trail only
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Jerilyn	Bock	Resident	Opposition to wasteful studies and train

TO							From			
Date Letter Rec'd/Sent	**Type**	**Incoming/ Outgoing**	**Response**	**First**	**Last**	**Organization**	**First**	**Last**	**Organization**	**Subject**
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Kathleen	Jones	Resident	Opposition to rail
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Jeff	Stallings	Resident	Support for trail only
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Charles	McLeod	Resident	Support for building the trail now
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Jim	Cumming	Resident	Support for rail banking and opposition to train
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Holly	Paetau	Resident	Trail desperately needed
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Pat	Lester	Resident	Opposition to train
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	John Steven	Hambright Jr.	Resident	Support for trail and railbanking
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Mary	Delavega	Resident	Build a trail now for our community
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Carolin	Shaaya	Resident	Support for trail system over train project
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Ivo	Obregon	Resident	Opposition to train project
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Joan	Love	Resident	Support for trail only
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Chris	Pearson	Resident	Opposition to continued train studies - funding the project a hard sell
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Jessica	Hansen	Resident	Opposition to rail
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Doug	Hahn	Resident	Opposition to passenger rail project
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Phil	Mitchell	Resident	No rail, just trail

TO							From			
Date Letter Rec'd/Sent	**Type**	**Incoming/ Outgoing**	**Response**	**First**	**Last**	**Organization**	**First**	**Last**	**Organization**	**Subject**
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Josh	Salesin	Resident	Support for railbanking & building a trail
07/30/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Mandy	Spitzer	Resident	Support for railbanking, doubt that folks will approve tax
07/30/25	Email	Incoming	B.Goodman 8.6.2025	Brianna	Goodman	SCCRTC	Pete	Rasmussen	Resident	Comments on the Rural Highway Safety Plan Survey
07/31/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Craig	Chatterton	Resident	Comment on item 26 - RTC August 7, 2025
07/31/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Jim	Machado	Resident	Comment on item 26 - RTC August 7, 2025
07/31/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Pancho	Colligan	Resident	Comment on item 26 - RTC August 7, 2025
07/31/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Kathy	Sherman	Resident	Comment on item 26 - RTC August 7, 2025
07/31/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Bob	.	Resident	Comment on item 26 - RTC August 7, 2025
07/31/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	James	Eggleston	Resident	Comment on item 26 - RTC August 7, 2025
07/31/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Jennifer	Harris-Anderson	Resident	Comment on item 26 - RTC August 7, 2025
07/31/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Lynda	Lewit	Resident	Comment on item 26 - RTC August 7, 2025
07/31/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Ann	Whitlock	Resident	Build the trail asap for bike safety
07/31/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Sharon	Garcia	Resident	Trail, no train

TO							From			
Date Letter Rec'd/Sent	**Type**	**Incoming/ Outgoing**	**Response**	**First**	**Last**	**Organization**	**First**	**Last**	**Organization**	**Subject**
07/31/25	Email	Incoming	RTC Staff 8.6.2025	Krista	Corwin	SCCRTC	Bill	Spence	Resident	Question: where can I find attachment 3 for the ZERPT item?
07/31/25	Email	Incoming	RTC Staff 8.15.2026	Riley	Gerbrandt	SCCRTC	James	Kern	Resident	Unless funding for rail system is funded federally and not a burden to Santa Cruz County residents, I cannot support it
07/31/25	Email	Incoming	RTC Staff 8.15.2026	Riley	Gerbrandt	SCCRTC	Judyth	Bechtell	Resident	Opposition to rail due to costs & Trump administration cuts
07/31/25	Email	Incoming	RTC Staff 8.15.2026	Riley	Gerbrandt	SCCRTC	Michael	Sherman	Resident	Opposition to train. As EVs replace ICE vehicles, even a fully-jammed Highway 1 won't be releasing CO2
07/31/25	Email	Incoming	RTC Staff 8.15.2026	Riley	Gerbrandt	SCCRTC	Jeff	Anderson	Resident	My wife and I are greatly opposed to the rail portion of the project - concern about financial burden
07/31/25	Email	Incoming	RTC Staff 8.15.2026	Riley	Gerbrandt	SCCRTC	Sandy	Anderson	Resident	Opposition to train, too costly, opposition to sales tax
07/31/25	Email	Incoming	RTC Staff 8.15.2026	Riley	Gerbrandt	SCCRTC	Dan	.	Resident	Support for railbanking and a trail
07/31/25	Email	Incoming	RTC Staff 8.15.2025	Rachel	Moriconi	SCCRTC	Peter	Stanger	Resident	Comments on transportation inequities
07/31/25	Email	Incoming	RTC Staff 8.25.2025	Bella	Kressman	SCCRTC	Damon	Meyer	Resident	Subject: Fire Danger, False Claims, and Property Threats: Segment 8 Needs Immediate Oversight
08/01/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Peter	Stanger	Resident	Comment on item 26 - RTC August 7, 2025
08/01/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Cynthia	Dzendzel	Resident	Comment on item 26 - RTC August 7, 2025
08/01/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Kevin	Maguire	Resident	Comment on item 26 - RTC August 7, 2025
08/01/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Glenda	Luening	Resident	Comment on item 26 - RTC August 7, 2025

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08/01/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Maria	Gitin	Resident	Comment on item 26 - RTC August 7, 2025
08/01/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Donald	Schwartz	Resident	Comment on item 26 - RTC August 7, 2025
08/01/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Brian	Peoples	Trail Now	Comment on item 26 - RTC August 7, 2025
08/02/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Alberta	James	Resident	Comment on item 26 - RTC August 7, 2025
08/02/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Steven	Most	Resident	Comment on item 26 - RTC August 7, 2025
08/02/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Richard	James	Resident	Comment on item 26 - RTC August 7, 2025
08/02/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Gail	Michaelis-Ow	Resident	Comment on item 26 - RTC August 7, 2025
08/02/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Doug	Hetzler	Resident	Comment on item 26 - RTC August 7, 2025
08/02/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Joe	Precissi	Resident	Comment on item 26 - RTC August 7, 2025
08/02/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Cindy	Ogg	Resident	Opposition to rail, especially impact on mobile home park
08/02/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Jerry & Jan	Finney	Resident	Opposition to anymore County funds being spent to further a Rail/Trail. Passenger train system not economically feasible for this County
08/03/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Dianne	Dryer	Resident	Comment on item 26 - RTC August 7, 2025
08/03/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Julianne	Colligan	Resident	Opposition to train for environmental & safety reasons and opposition to taxes raised

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08/03/25	Email	Incoming	pending	Riley	Gerbrandt	SCCRTC	Paul	Neuman	Resident	Request for specific information about what is planned for the rail area behind our house on Townsend Drive in Aptos
08/03/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Andrew	Crager	Resident	Comments on missed opportunities for rail corridor use
08/03/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	David	Whitlock	Resident	Support for railbanking, opposition to train project
08/04/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Kaki	Rusmore	Resident	Comment on item 26 - RTC August 7, 2025
08/04/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Maureen	Davidson	Resident	Comment on item 26 - RTC August 7, 2025
08/04/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Russell	Weisz	Resident	Comment on item 26 - RTC August 7, 2025
08/04/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Kitty	Hansen	Resident	Comment on item 26 - RTC August 7, 2025
08/04/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Pete	Haworth	Resident	Comment on item 26 - RTC August 7, 2025
08/04/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Doug	Huskey	Resident	Comment on item 26 - RTC August 7, 2025
08/04/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Matt	Farrell	Friends of the Rail and Trail	Comment on item 26 - RTC August 7, 2025
08/04/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Paul	Braga	Resident	Comment on item 26 - RTC August 7, 2025
08/04/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Judith	Kinst	Resident	Opposition to train project - taxes should go to support needs of county's medical system
08/04/25	Email	Incoming	A.Marino 8.19.2025	Amanda	Marino	SCCRTC	Jim	Helmer	Resident	Comments for the Elderly & Disabled Transportation Advisory Committee re: Rural Highway Safety Plan & Highway 9 in the Ben Lomond area

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08/04/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Roland	Saher	Resident	Support for a rail connection between Santa Cruz and Watsonville is necessary and feasible
08/04/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Tina	Andreatta	Resident	Support for Watsonville & an intercity rail system
08/05/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	David	Van Brink	Resident	Comment on item 26 - RTC August 7, 2025
08/05/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Don	Redmon	Resident	Comment on item 26 - RTC August 7, 2025
08/05/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Mark	Wegrich	Resident	Comment on item 26 - RTC August 7, 2025
08/05/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Geoffrey	Ellis	Resident	Comment on item 26 - RTC August 7, 2025
08/05/25	Contact us form	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Kathleen	Jones	Resident	Comment on item 26 - RTC August 7, 2025
08/05/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Dave	Stoltz	Resident	Comment on item 26 - RTC August 7, 2025
08/05/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Dave	Stoltz	Resident	Comment on item 26 - RTC August 7, 2025
08/05/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	David	Crosby	Resident	Comment on item 26 - RTC August 7, 2025
08/05/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Vicki	Miller	Resident	Comment on item 26 - RTC August 7, 2025
08/05/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Curt	Coleman	Resident	Comment on item 26 - RTC August 7, 2025
08/05/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Lynnwood Leroy	Coppedge	Resident	Support for rail transportation

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08/05/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Rick	Rogers	Resident	Opposition to rail and preference for the Greenway approach
08/05/25	Email	Incoming	RTC Staff 8.15.2025	Bella	Kressman	SCCRTC	Gerald	Brown	Resident	Support for Goats to be Utilized for Vegetation Control on the Santa Cruz Branch Line
08/05/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Dave	Stoltz	Resident	Support for passenger rail, but skeptcism that it should take 24 years to complete
08/05/25	Email	Incoming	RTC Staff 8.15.2025	Max	Friedman	SCCRTC	Richard	Doxie	Resident	Feedback on survey
08/05/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Teri	Coppedge	Resident	Support for rail and trail
08/05/25	Email	Incoming	C.Convisser 8.15.2025	Yesenia	Parra	SCCRTC	David	Schonbrunn	Resident	Public records request
08/06/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Lani	Faulkner	Equity Transit	Comment on item 26 - RTC August 7, 2025
08/06/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Brett	Garrett	Resident	Comment on item 26 - RTC August 7, 2025
08/06/25	Email	Incoming	RTC Staff 8.6.2025	Riley	Gerbrandt	SCCRTC	Johanna	Lighthill	Resident	Comment on item 26 - RTC August 7, 2025
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Tina	Andreatta	Resident	Murray Street Bridge and Implementing passenger rail service
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Robert	Stephens	Resident	Study shows that community cannot afford cost of a train & benefits won't justify the cost
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Duncan	Coppedge	Resident	Don't give up yet on the rail project
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Lauren	Hulphers	Resident	Opposition towards spending money on more studies about rail and preserving the tracks
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Don	Lauritson	Resident	Support for building the trail now and preserving the tracks for an adjacent transit facility

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08/06/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Barbara	Sunday	Resident	Opposition to train
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Michael	Lewis	Resident	Build the trail for least environmental impact
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Bob	Fifield	Resident	Opposition to rail project
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Bud	Colligan	Resident	Sumarry of ZEPRT study and taxes
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Will	Mayall	Resident	Memo: Preservation of the Santa Cruz Branch Rail Line
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Jean	Brocklebank	Resident	Comments on the ZEPRT Concept Report
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Riley	Gerbrandt	SCCRTC	Tom	Brady	Resident	Opposition to moving forward with any rail line development
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Yesenia	Parra	SCCRTC	Chris	O'Connell	Resident	Comments on special meeting agenda materials
08/06/25	Email	Incoming	K.DeSerpa 8.15.2025	Riley	Gerbrandt	SCCRTC	Ellen	Martinez	Resident	The ZEPRT Study proves that a train is not a viable option
08/06/25	Email	Incoming	RTC Staff 8.15.2025	Max	Friedman	SCCRTC	A	Webb	Resident	Comment on Rural Highways Safety Plan Survey
08/06/25	Email	Incoming	RTC Staff 8.19.2025	Bella Kressman	Riley Gerbrandt	SCCRTC	Cami	Corvin	Resident	Misleading and false statement re ZEPRT re: Castle Mobile Estates
08/06/25	Email	Incoming	RTC Staff 8.19.2025	Riley	Gerbrandt	SCCRTC	Anthony	Rovai	Resident	Comments on ZEPRT Executive Summary
08/06/25	Email	Incoming	RTC Staff 8.19.2025	Sarah	Christensen	SCCRTC	James	Weller	Resident	Comments on August 7, 2025 special meeting item
08/07/25	Email	Incoming	RTC Staff 8.19.2025	Amanda	Marino	SCCRTC	Terri	Holley	Resident	Request for information related to disability transportation available in Santa Cruz County

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08/07/25	Email	Incoming	RTC Staff 8.19.2025	Sarah	Christensen	SCCRTC	Mike	Pisano	Resident	Comments on August 7, 2025 special meeting item
08/07/25	Email	Incoming	RTC Staff 8.21.2025	Tommy	Travers	SCCRTC	Mike	Pisano	Resident	Suggestion for surfboard lockers along with bike lockers
08/07/25	Email	Incoming	RTC Staff 8.25.2025	Max	Friedman	SCCRTC	Leah Annie	Carter Frost	Resident	Comments on Rural Highways Safety Plan Survey
08/07/25	Email	Incoming	RTC Staff 8.19.2025	Riley	Gerbrandt	SCCRTC	Nadene	Thorne	Resident	Where can I find ZEPRT documents?
08/07/25	Email	Incoming	RTC Staff 8.19.2025	Riley	Gerbrandt	SCCRTC	David	Cooper	Resident	Comments on ZEPRT
08/09/25	Email	Incoming	RTC Staff 8.19.2025	Sarah	Christensen	SCCRTC	Brian	Peoples	Trail Now	Trail Now Proposed Temporary Trails
08/09/25	Email	Incoming	RTC Staff 8.19.2025	Sarah	Christensen	SCCRTC	Frank	Rimicci Jr	Resident	Comments regarding boosting Harbor area businesses
08/09/25	Email	Incoming	B.Zamora 8.21.2025	Brian	Zamora	SCCRTC	Heather	Stroud	Resident	When will the Park Avenue Ramps be re-opened & what is the estimated date of completion of the Capitola road overpass?
08/11/25	Email	Incoming	pending	Yesenia	Parra	SCCRTC	Special Districts	Researcher	Transparent California	Public records request
08/11/25	Email	Incoming	RTC Staff 8.19.2025	Riley	Gerbrandt	SCCRTC	James	Weller	Resident	Comments on HDR Draft ZEPRT Project Concept Report
08/12/25	Email	Incoming	pending	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	Public records request - Encroachment Legal Actions
08/13/25	Email	Incoming	RTC Staff 8.19.2025	Tommy	Travers	SCCRTC	Gary	Sultana	Resident	Comment on Measure D Funds
08/13/25	Email	Incoming	pending	Riley	Gerbrandt	SCCRTC	Johanna	Lighthill	Resident	Questions about the ZEPRT project
08/15/25	Email	Incoming	pending	Brian	Zamora	SCCRTC	MarieLouise	Minvielle	Resident	Requst for Mar Vista Bridge Update

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08/15/25	Email	Incoming	RTC Staff 8.19.2025	Brian	Zamora	SCCRTC	George	Brandetsas	Resident	Comments on Park Ave on/off ramp closures
08/15/25	Email	Incoming	RTC Staff 8.19.2025	Riley	Gerbrandt	SCCRTC	Phil	Mitchell	Resident	Trail/no rail
08/16/25	Email	Incoming	RTC Staff 8.19.2025	Riley	Gerbrandt	SCCRTC	Damon	Meyer	Resident	Demand for Accuracy in Emissions Claims - Hydrogen Rail
08/18/25	Email	Incoming	RTC Staff 8.19.2025	Riley	Gerbrandt	SCCRTC	Will	Mayall	Resident	SMART Lawsuit Highlights Urgent Need to Railbank the SC Branch Line
08/18/25	Email	Incoming	pending	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	Subject: Failure to respond - CPRA Request - Budget Allocations for Segments 8, 9, and 10
08/18/25	Email	Incoming	pending	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	Public Records Request - Detailed Financial Records
08/18/25	Email	Outgoing	H.Duffy 8.18.2025	Heather	Duffy	Resident	Sierra	Topp	SCCRTC	GO Santa Cruz Rewards
08/18/25	Email	Incoming	pending	Sarah	Christensen	SCCRTC	Andrea	Dobbelmann	Progressive Rail, Inc.	Murray Street Bridge
08/18/25	Email	Incoming	RTC Staff 8.20.2025	Riley	Gerbrandt	SCCRTC	Veronica	Diaz	Resident	Support for passenger rail alongside the trail
08/18/25	Email	Incoming	RTC Staff 8.20.2025	Riley	Gerbrandt	SCCRTC	Hector	Azpilcueta	Resident	Support for passenger rail alongside the trail
08/19/25	Email	Incoming	pending	Yesenia	Parra	SCCRTC	Damon	Meyer	Resident	Public Records Request
08/19/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Jack	Brown	Resident	Please support Seabright Businesses During Murray Street Bridge Closure - Rescind the decision to not open the unused rail bridge
08/19/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Renate	Kupke	Resident	Support for opening the Murray St Rail Bridge for Bicycles & Pedestrians

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08/19/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Tom	Davis	Pacific Edge Climbing Gym	Support for opening the Harbor Rail Bridge
08/19/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Paul	Rangell	Resident	Support for opening the Rail Bridge - it is a gesture of support & common sense decision
08/19/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Jeff & Sandy	Anderson	Resident	We urge you to revisit decision to not allow rail bridge to be used during modification of the main bridge
08/19/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Bud	Colligan	Resident	The Case Against Progressive Rail - it's in all of our best interests for the RTC to maintain unfettered control of the corridor that it owns
08/19/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Suzanne	Helfman	Resident	Support for allowing temporary use of the pedestrian bridge to Seabright for walkers and bicyclists
08/19/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Amy	Harrington	Resident	Support for opening pedestrian walkway to support local businesses
08/19/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Gayle	Ortiz	Resident	Support for opening Murray foot bridge
08/19/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Ivo	Obregon	Resident	Frustration of the three parties involved to not open a pedestrian and cycle route using the rail corridor over the harbor
08/19/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Enda	Brennan	Resident	Support for opening Murray St Bridge for pedestrians and cyclists and question about cost estimate
08/19/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Denise	Leonberger-Celli	Resident	Support for opening the pedestrian trail
08/19/25	Email	Incoming	RTC Staff 8.21.2025	Sarah	Christensen	SCCRTC	Melanie	Coon	Resident	Support for opening the rail trail so that people have a more convenient way to access lower Seabright

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08/20/25	Email	Incoming	RTC Staff 8.20.2025	Sarah	Christensen	SCCRTC	Marna	Taylor	Resident	Support for opening the Murray Bridge RR crossing now
08/20/25	Email	Incoming	RTC Staff 8.21.2025	Sarah	Christensen	SCCRTC	Nadene	Thorne	Resident	Support for opening the Murray Street Bridge for bike and foot traffic
08/20/25	Email	Incoming	RTC Staff 8.21.2025	Riley	Gerbrandt	SCCRTC	Benjamin	Ow	Walker Street - Beach Street, LLC	Please protect industrial buildings, employers, and employees
08/21/25	Email	Incoming	RTC Staff 8.21.2025	Riley	Gerbrandt	SCCRTC	Mike	Saint	Campaign for Sustainable Transportation	Personal Rapid Transit update (Diridon/SJC airport)
08/21/25	Email	Incoming	T.Travers 8.21.2025	Tommy	Travers	SCCRTC	Eva	Holt-Rusmore	DataShare	Inquiry for Bikeway miles for 2024
08/21/25	Email	Incoming	RTC Staff 8.21.2025	Sarah	Christensen	SCCRTC	Ginny	Aragon	Resident	Questions about Murray Street Rail Bridge decision
08/21/25	Email	Incoming	R.Moriconi 8.21.2025	Rachel	Moriconi	SCCRTC	Mike	Pisano	Resident	Comments for Interagency Technical Advisory Committee re: Hydrogen fueling stations
08/21/25	Email	Incoming	F.Keeley 8.22.2025	Sarah	Christensen	SCCRTC	Martha	Legare	Resident	Seeking understanding regarding the Murray Street Rail Bridge and support for opening the bridge to help businesses
08/21/25	Email	Incoming	RTC Staff 8.25.2025	Sarah	Christensen	SCCRTC	Doug & Susan	Thom	Resident	Reconsider position on Murray Street Bridge
08/22/25	Email	Incoming	RTC Staff 8.22.2025	Sarah	Christensen	SCCRTC	Karen	Haralson	Resident	Concern for damage being done to local businesses during Murray Street Bridge construction
08/22/25	Phone	Incoming	RTC Staff 8.22.2025	RTC		SCCRTC	Robert		Resident	Comments on rail trail - opposition to spending & studies; support for bike trail and Rails to Trails Conservancy
08/22/25	Phone	Incoming	RTC Staff 8.22.2025	RTC		SCCRTC	Clay		Resident	Safety concerns - parking lots into Highway 1 in Davenport. A little gravel and drainage pipes would make a huge difference.

TO							From			
Date Letter Rec'd/Sent	**Type**	**Incoming/ Outgoing**	**Response**	**First**	**Last**	**Organization**	**First**	**Last**	**Organization**	**Subject**
08/22/25	Email	Incoming	RTC Staff 8.25.2025	Riley	Gerbrandt	SCCRTC	Johanna	Lighthill	Resident	Comments on ZEPRT Virtual Open House and Concept Report
08/23/25	Email	Incoming	RTC Staff 8.25.2025	Bella	Kressman	SCCRTC	Joni & Dan	Steele	Resident	Appreciation for goat grazing to Coronado Ave
08/22/25	Email	Incoming	RTC Staff 8.25.2025	Riley	Gerbrandt	SCCRTC	Matt	Farrell	Santa Cruz County Friends of the Rail and Trail	Comment letter on the Zero Emission Passenger Rail Transit Study
08/25/25	Email	Incoming	RTC Staff 8.25.2025	Sarah	Christensen	SCCRTC	Carol	Libby	Resident	Support for opening the rail bridge in support of small businesses
08/25/25	Email	Incoming	RTC Staff 8.25.2025	Sarah	Christensen	SCCRTC	Davina	Baker	Resident	Murray Street Bridge - Shame on you for poor planning
08/25/25	Email	Incoming	RTC Staff 8.25.2025	Sarah	Christensen	SCCRTC	Susan	Cook	Resident	Support for opening the Murray Street Bridge for bike and foot traffic
08/25/25	Email	Incoming	RTC Staff 8.25.2025	Sarah	Christensen	SCCRTC	John	Supan	Resident	Support for opening the rail bridge in support of small businesses
08/25/25	Email	Incoming	RTC Staff 8.25.2025	Sarah	Christensen	SCCRTC	Joseph	Skinner	Resident	Support for opening the Santa Cruz Harbor bridge to cyclists and pedestrians
08/25/25	Email	Incoming	RTC Staff 8.25.2025	Sarah	Christensen	SCCRTC	Sandy	Finch	Resident	Not understanding decision on Murray Street rail bridge
08/25/25	Email	Incoming	RTC Staff 8.25.2025	Sarah	Christensen	SCCRTC	Carola	Barton	Resident	Concern for businesses affected by Murray Street Bridge construction
08/25/25	Email	Incoming	RTC Staff 8.25.2025	Sarah	Christensen	SCCRTC	Nadene	Thorne	Resident	Urging community representatives to find the solution to Murray Street Bridge closure
08/25/25	Email	Incoming	RTC Staff 8.25.2025	Sarah	Christensen	SCCRTC	Madeline	Horn	Resident	Support for pedestrian and bike access on Murray Street bridge during construction - East Side residents feel cut off from downtown
08/25/25	Email	Incoming	RTC Staff 8.25.2025	Sarah	Christensen	SCCRTC	Lori	Chavez	Resident	Support for Eastside business community and access to the harbor via temporary bike and pedestrian access to the Murray Street bridge

TO							From			
Date Letter Rec'd/Sent	**Type**	**Incoming/ Outgoing**	**Response**	**First**	**Last**	**Organization**	**First**	**Last**	**Organization**	**Subject**
08/25/25	Email	Incoming	RTC Staff 8.25.2025	Sarah	Christensen	SCCRTC	Jerome	Garcia	Resident	Murray Street bridge - your cold unsympathetic reaction has completely turned me off the companies supporting rail

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 4, 2025
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION PROCLAIMING SEPTEMBER 29, 2025 THROUGH OCTOBER 5, 2025 AS WEEK WITHOUT DRIVING

WHEREAS access to mobility is a fundamental part of health, safety, and community connection, allowing Santa Cruz County residents to reach education and employment opportunities, medical services, shopping, recreation, and visit friends and family;

WHEREAS owning and operating a personal vehicle involves significant costs, with the U.S. Bureau of Labor Statistics estimating approximately 72 cents per mile, making it unaffordable for many, and nearly one-third of people in the U.S. do not have a driver's license due to age, disability, or other conditions;

WHEREAS public transportation and a strong network of sidewalks and bike paths are not available in every community, creating barriers for those who cannot or do not drive;

WHEREAS, enhancing walking and bike infrastructure, along with driver education initiatives to promote patience and understanding of non-drivers, can improve mobility options in Santa Cruz County;

WHEREAS, transportation is the largest source of greenhouse gas emissions in the U.S., and reducing emissions in the sector is critical to meeting state and national climate goals; and

WHEREAS, participating in a Week Without Driving is an opportunity to better understand the needs of non-drivers, raise awareness about transportation equity, and encourage investments in transit, biking, and walking infrastructure.

NOW, THEREFORE, I, Eduardo Montesino, Chair of the Santa Cruz County Regional Transportation Commission, do hereby proclaim September 29 through October 5, 2025 as Week Without Driving in Santa Cruz County, and I encourage all residents to join in this special observance to support safe, accessible, and affordable transportation for all.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

_____
Eduardo Montesino, Chair

ATTEST:

_____
Sarah Christensen, Secretary

Join us for the

WEEK WITHOUT DRIVING

September 29 - October 5







Why Participate?

- Reduce air pollution with fewer cars on the road
- Improve your health by walking or biking
- Save money on gas and parking fees
- Build community by connecting with others participating
- Enter our raffle to win prizes!

Sign up at **gosantacruzcounty.org** and then log any eligible trip (bike, walk, transit, carpool/vanpool) during the challenge period. One trip log = one raffle entry to win prizes!

Join our Hazard Report Webinar

Do you know where to report something that makes it dangerous for people walking or biking, like a big pothole or a blocked sidewalk?

You can report it anytime using the RTC's Hazard Report. Join the RTC for a webinar on **Monday, September 29th from 5:30 - 6:30 pm** to learn more and see a demo.

Webinar Link

Hazard Report Link

23-3

WEEKWITHOUTDRIVING

SCCRTC

AGENDA: September 4, 2025

TO: Regional Transportation Commission

FROM: Sarah Christensen, Executive Director

RE: Caltrans Report

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) receive a report generated by Caltrans on their active projects within Santa Cruz County.

BACKGROUND

Caltrans provides a project update report listing all active project locations, brief description, construction timeline, cost, assigned project manager, construction contractor (as applicable) and comments with updates to the Commission for each RTC meeting.

DISCUSSION

The September 4, 2025, Caltrans report includes updates on projects in construction and under development. Changes since the last project update are shown in bold-face font. Each project location is listed by route and postmile, which can be found using the Caltrans postmile services website query tool: postmile.dot.ca.gov. The types of projects range from storm damage repairs, pavement preservation, drainage upgrades, bridge rehabilitation or replacement, and safety upgrades. Resources for general Caltrans inquiries can be found after the project update report.

FISCAL IMPACT

There are no fiscal impacts associated with receiving a report generated by Caltrans on their active projects within Santa Cruz County.

ATTACHMENTS

1. Caltrans Project Update Report

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

REPORT PURPOSE: This report lists high profile or moderate to high impact to the traveling public projects on the State Highway System (SHS) in Santa Cruz County (SCR). This report does not necessarily list all projects or encroachment permit activities. To be included in the SCCRTC's agenda packet, this report generally begins compiling information two to three weeks in advance of the SCCRTC's board meeting. Please refer to Caltrans' News Releases and social media posts for the most up to date road closure information and activity notices.

For information on current roadway conditions and active closures: https://quickmap.dot.ca.gov/
For a 7-day look-ahead on planned lane closures, updated each Friday: https://lcswebreports.dot.ca.gov/searchdistricts?district=5

Given the sheer number of Caltrans projects in Santa Cruz County, and to assist in providing satisfactory responses: If a Commissioner/Commissioner's Alternate of the SCCRTC intends in advance to ask about a particular project at the Board meeting, it is kindly requested that they submit their inquiry in advance so that Caltrans staff have time to research details & nuances on the matter.

The projects below are listed in order of State Route, then by beginning post mile, with all projects covering multiple State Routes listed first. There are two tables of projects displayed:

1. "*Projects in Construction*" (Milestone range: Construction Contract Approval to Construction Contract Acceptance);
2. "*Projects in Development*" (project phases "Project Initiation Document" (PID), "Project Approval & Environmental Documents" (PA&ED), "Plans, Specifications, & Estimates" (PS&E), and "Right of Way" (RW));

The Right of Way phase often overlaps with the Plans, Specifications, & Estimates (PS&E) phase. Oversight Projects are usually only included below when Caltrans is the Lead Agency for a given phase. Generally, updates since the last publication of the project update list are in **bold** type. Please see a list of Caltrans resources available to the public at the end of this document.

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

	Projects in CONSTRUCTION							
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Timeline**	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Contractor**	**Comments & Updates to Commissioners**
C1	Drainage Improvements **1K640**	**State Route**: 1 **PM**: MON SR-1 PM 101.53 **to** SCR County Line / SCR PM 0 **to** R7.7 From 0.5 miles south of the Santa Cruz / Monterey County Line to 0.2 miles north of Larkin Valley Rd	Culvert repairs, improved lighting, new traffic monitoring systems, and construct maintenance vehicle pullouts.	February 2025 – September 2025	**C Cap**: $5.9 million **Total**: $12 million SHOPP- Drainage	Ryan Caldera	Granite Construction	A construction contract was approved February 28, 2025 with ground-breaking activity scheduled to begin in June. Please watch for Caltrans News Releases and social media posts regarding specific construction updates.
C2	Inside Shoulder Widening **1P180**	**State Route:** 1 **PM:** R5 to 8.2	Widen existing paved inside shoulder to improve vehicle drift recovery	April 2025 – **September** 2025	**C Cap**: $4.5 million **Total**: $8 million 010 Safety Funds	Chad Stoehr	Granite Rock Company	Construction in progress. Please watch for Caltrans News Releases and social media posts for specific construction updates.

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

	Projects in CONSTRUCTION							
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Timeline**	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Contractor**	**Comments & Updates to Commissioners**
C3	Auxiliary Lanes & BOS from State Park Dr to Bay/Porter **0C733**	**State Route**: 1 **PM**: 10.4 to 13.3	Construct auxiliary lanes between State Park Dr & Bay/Porter interchanges. Construct Bus-on-shoulder elements. Reconstruct the Capitola Ave overcrossing.	July 2023 – September 2028	**C Cap**: $82.3 million **Total**: $94.1 million SCCRTC Project-Caltrans Lead for Construction	Madilyn Jacobsen	Granite Construction Company	Regular project updates are being published as News Releases through Caltrans' Public Information Office and SCCRTC's constant contact list. Both publications use identical information.
C4	Aux Lanes & BOS 41st to Soquel Ave **0C732**	**State Route:** 1 **PM**: 13.4 to 14.9	Construct auxiliary Lanes, Bus-on-shoulder elements, & bicycle/pedestrian overcrossing near Chanticleer Avenue.	November 2022 – **September** 2025	**C Cap**: $34.6 million **Total**: $39.1 million Oversight Project: SCCRTC Project - Caltrans Lead for Construction	Madilyn Jacobsen	Granite Construction Company	**The project held a ribbon cutting ceremony on July 30, 2025. Minor construction activities will continue through Sept. 2025. This project will be removed from this list after the October publication.**

Projects in CONSTRUCTION								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Timeline**	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Contractor**	**Comments & Updates to Commissioners**
C5	FLAP N. Coast Rail Trail **1N610**	**State Route:** 1 **PM:** 26.45 to 28.78	Formalize two parking areas along Highway 1 with toilet facilities and other amenities. Add turn-pockets on Highway 1 for entry into parking lots. Install a crosswalk with high-visibility striping across Highway 1 in Davenport. Convert existing pedestrian beacon to Rectangular Rapid Flashing Beacons on existing poles.	April 2024 – March 2026	**C Cap:** $31.9 million Oversight Project: Federal Highway Administration: Central Federal Lands	Madilyn Jacobsen	Joseph J. Albanese Inc.	FHWA awarded the construction contract in late April 2024. Construction is underway and estimated to be complete in Spring 2026.
D6	Upper Drainage & Erosion Control Improvements **1G950**	**State Route**: 9 **PM**: 8.5 to 25.5 In Boulder Creek from Holiday Ln, just south of Ben Lomond, to 4.7 miles north of the SR 236/9 Junction	Upgrade drainage and erosion control at spot locations along Highway 9	July 2025 – August 2027	**C Cap**: $**11.1** million **Total**: $**19.5** million SHOPP-Sustainability / Climate Change	Kelli Hill	Gordon N. Ball	The project approved a construction contract on July 3, 2025. Please watch for Caltrans News Releases and social media posts for specific construction updates. Please refer to Caltrans' "Quickmap" for real-time road and lane closure information.

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

	Projects in CONSTRUCTION							
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Timeline**	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Contractor**	**Comments & Updates to Commissioners**
C7	SR-17 High Friction Surface Treatment (HFST) **1M730**	**State Route**: 17 **PM**: 3.2 to 11.27 At various locations from 0.2 miles south of Scotts Valley overcrossing to 1.6 miles south of the Summit Rd separation	Safety Construction includes HFST between the left/right edges of the travel way and cold plane removal of Open Grade Asphalt Concrete (OGAC) and replacement with Hot Mix Asphalt	September 2023 – June 2025	**C Cap**: $6.9 million **Total**: $8.6 million 010 Safety Fund	Ryan Caldera	Granite Rock Company	Construction has been completed and this project is now in Closeout. This project will be removed from this list after the September RTC Board publication.
C8	Holohan Rd Intersection Improvement **0T770**	**State Route:** 152 **PM**: 1.85 to 2.15	Intersection improvements including: intersection widening to incorporate sidewalks, curbs, gutters, bike lanes and enhanced lane configuration; traffic signal replacement; 4 new crosswalks; modified drainage.	March 2024 – August 2025	County of Santa Cruz encroachment permit project Caltrans contribution through Minor A funds	Madilyn Jacobsen	Precision Grade, Inc.	Project construction is now underway. The County of Santa Cruz, the project's lead, is completing final inspections and checklists. Construction phase completion anticipated Summer 2025.

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

Please continue to the next page for Projects in Development

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

Projects in DEVELOPMENT								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Target** (Contract Approval to Contract Acceptance)	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Phase** (PID, PA&ED, PS&E, RW, Construction)	**Comments & Updates to Commissioners**
D1	SR-17 Pavement Maintenance Treatment **1R450**	**State Route:** 1, 17, 152 **PM:** SR-17 0.15 to 0.55 NB lanes; SR-1 fish hook; SR-152 east of Carlton Rd	Install Non-Rubberized Open Grade Friction Coarse pavement for enhanced vehicle to roadway grip	Fall 2027 – Fall 2028	**C Cap:** $2.1M **Total:** $2.1 million Minor A Program	Chad Stoehr	PA&ED	This project is working through the Environmental Phase (PA&ED) and anticipates completing this phase in Fall 2025. **After adding additional locations to the project's scope for environmental clearance, this project's Capital Costs are beyond the Minor A Program limits. This project will evaluate funding strategies after PAED is completed to maximize implementation options.**
D2	Pajaro Flood Management Bridges **1Q980**	**State Routes:** 129 & 152 **PMs:** 1.841 & 2.028	Raise levees along the Pajaro River and Salsipuedes Creek and raise & replace the SR-152 (36-0001) and SR-129 (36-0034) bridges over Salsipuedes Creek.	Winter 2027-28 – Winter 2029-30	Local Funds Oversight Project: Pajaro Regional Flood Management Agency	Ryan Caldera	PID	The local agency is developing a draft Project Initiation Document (PID) using a consultant, with a final document anticipated to be complete in late Summer 2025.

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

Projects in DEVELOPMENT								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Target** (Contract Approval to Contract Acceptance)	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Phase** (PID, PA&ED, PS&E, RW, Construction)	**Comments & Updates to Commissioners**
D3	Harkins Slough Bike-Ped Overcrossing **1G490**	**State Route:** 1 **PM:** 1.86 to 2.73	Widen overcrossing to accommodate the widening of the sidewalk and addition of a Class 4 two-way bikeway on the north side of the bridge.	Fall 2025 – Summer 2027	**C Cap**: $10.54 million **Total**: $15.8 million Active Transportation Program Funds Oversight Project: Caltrans completing PS&E and RW on behalf of City of Watsonville.	Madilyn Jacobsen	PS&E/RW	City of Watsonville and Caltrans have completed Design plans. The CTC allocated Construction Phase funds on March 21, 2025. The project team will continue to prepare and seek bids from contractors. Note: This project is part of the City's ATP Project called the "Safer Access to Pajaro Valley High School and Beyond".
D4	Freedom to State Aux Lanes **0C734**	**State Route:** 1 **PM:** 8.1 to 10.7	Construct auxiliary lanes between State Park Dr and Freedom Blvd at ramps. Construct bus-on-shoulder facilities, bridge replacements, and the Class 1 Rail Trail	Spring 2027 – Fall 2029	**C Cap**: $165 million **Total**: $221 million SCCRTC Project-Caltrans CEQA/NEPA Lead Agency	Madilyn Jacobsen	PS&E/RW	The team is working on the Plans, Specifications and Estimates (Design) and Right-of-Way phases. The 95% Plans milestone was met in November 2024. Final design continues.

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

Projects in DEVELOPMENT								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Target** (Contract Approval to Contract Acceptance)	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Phase** (PID, PA&ED, PS&E, RW, Construction)	**Comments & Updates to Commissioners**
D5	Roadside Safety **1J960**	**State Route**: 1 **PM**: 8.20 to 26 From 0.5 miles north of Larkin Valley Rd to Laguna Rd (North)	Drainage system restoration; remove thrie Beam Barrier & Install Concrete Barrier (PM 10.38/12.9; 13.65/14.84); Roadside Safety Improvements paving at multiple ramps; Install Lighting at Interchanges and Install Count Stations	Summer 2026 – Summer 2027	**C Cap**: $9.9 million **Total**: $19.3 million SHOPP- Drainage	Mark Leichtfuss	PS&E/RW	The 100% PS&E package is going through final DOE review. The milestone, "Ready to List" is anticipated to be reached in late Fall 2025. Construction is anticipated to begin in Summer 2026.
D6	SR 1/9 Junction Lighting Project **1Q250**	**State Route:** 1 **PM:** 17.46 to 17.66	Construct continuous lighting approaching the junction of SR 1 with SR 9 to improve intersection illuminance and uniformity and to enhance motorist and pedestrian safety.	Winter 2025-26 – Fall 2026	**C Cap**: $1.6 million **Total**: $3.5 million 010 Safety Funds	Aaron Wolfram	PS&E/RW	This project reached the milestone, 95% design, in May 2025. The project anticipates completing final Design and achieving the milestone "Ready to List" in November 2025.

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

Projects in DEVELOPMENT								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Target** (Contract Approval to Contract Acceptance)	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Phase** (PID, PA&ED, PS&E, RW, Construction)	**Comments & Updates to Commissioners**
D7	Santa Cruz CAPM **1M110**	**State Route**: 1 **PM**: 17.5 to 20.2 In & near the City of Santa Cruz from 0.06 miles south of SR-1/9 Junction to 0.09 miles north of the Mission St intersection	Grinding/ paving 2.7 miles of pavement, upgrading up to 89 curb ramps, guard rail upgrade, sign panel upgrade, loop detector replacement; enhanced crosswalks; pedestrian refuge islands; 2 new bus stop locations.	Fall 2026 – Summer 2028	**C Cap**: $9.9 million **Total**: $16.8 million SHOPP-Pavement IIJA Supplement	Madilyn Jacobsen	PS&E/RW	This project is in the Plans, Specifications & Estimates (PS&E) phase, aka the Design phase. The first Design milestone, "60% Design" was met in April 2025. The design continues to consider public comments received regarding project features from the environmental phase. The 95% Design milestone is anticipated to be reached in late Fall 2025.
D8	Cotoni-Coast Dairies NM Hwy 1 Overpass **1S850**	**State Route:** 1 **PM:** 26.764 to 26.764 Over State Route 1 north of the entrance to the Yellowbank Parking lot.	Construct a pedestrian overcrossing over State Route 1, connecting BLM lands known as the Cotoni-Coast Dairies to the MBSST. This project is also known as Segment 5, Phase 3 of the North Coast Rail Trail.	**Summer 2028 – Winter 2029-30**	**C Cap**: $2.195M **Total**: $5.4M Oversight Project: SCCRTC and FHWA Central Federal Lands	Madilyn Jacobsen	PA&ED	SCCRTC and Caltrans kicked off this oversight project in January 2025. Preliminary (30%) plans and relevant environmental documents were reviewed. Coordination continues on the project's environmental and preliminary engineering phase.

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

Projects in DEVELOPMENT								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Target** (Contract Approval to Contract Acceptance)	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Phase** (PID, PA&ED, PS&E, RW, Construction)	**Comments & Updates to Commissioners**
D9	Scott Creek Coastal Resiliency Project **1M720**	**State Route:** 1 **PM:** 31.3 to 32	Replace the existing Scott Creek Bridge with an 800-foot bridge that addresses the needs of the proposed restoration of the Scott Creek Lagoon.	Fall 2034 – Winter 2037-38	**C Cap:** $110,000,000 **Total:** $136,660,000 SHOPP- Bridge Health Potentially other funding sources	Meg Henry	PA&ED	This project is conducting studies and related work as part of the Project Approval & Environmental Document (PA&ED) phase. This project is a multi-agency collaboration project. The project team continues to seek funding opportunities for future phases and ways to reduce overall construction costs. **A permitting agencies / stakeholder check-in meeting occurred August 21.**

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

Projects in DEVELOPMENT								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Target** (Contract Approval to Contract Acceptance)	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Phase** (PID, PA&ED, PS&E, RW, Construction)	**Comments & Updates to Commissioners**
D10	Waddell Creek Bridge Replacement **1R420**	**State Route:** 1 **PM:** 36.3	Replace existing Waddell Creek Bridge to address scour at existing structure and build a new bridge that will address climate resiliency and sea level rise.	Targeted Construction Year: 2030-31	To be developed during the PID phase SHOPP- Bridge Health	Aaron Wolfram	PID	This bridge replacement project is preparing its Project Initiation Document (PID). The projects' manager and Design team will work closely with Caltrans Planning and SCCRTC staff to maintain alignment with the RTC's Coastal Resilience study. This project has been moved to the 2028 SHOPP cycle, meaning that the PID must be completed by Spring 2027. After being on pause, with the new fiscal year & budget started July1, this project held a re-kick-off meeting in August.

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

Projects in DEVELOPMENT								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Target** (Contract Approval to Contract Acceptance)	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Phase** (PID, PA&ED, PS&E, RW, Construction)	**Comments & Updates to Commissioners**
D11	SR-9 South CAPM **1K890**	**State Route**: 9 **PM**: 0.046 to 7.5 From 0.5 miles south of Irwin Way to 150 feet south of El Solyd Heights Dr	Pavement Preservation, Drainage, TMS, ADA, Sign Panel replacement and Stormwater Mitigation elements in Santa Cruz County on Route 9.	Spring 2027 – Summer 2029	**C Cap**: $14.7 million **Total**: $25 million SHOPP-Pavement Local Contribution pending coop agreement with SCCRTC	Kelli Hill	PS&E/RW	The project completed its environmental phase in April 2025. The Design phase has now begun with the first design milestone, "60%" anticipated to be reached in Winter 2025-26. This project will continue in close partnership with the SCCRTC to deliver additional complete streets scope.
D12	Felton Safety Improvements **1M400**	**State Route**: 9 **PM**: 6.3 to 7.2 From Kirby St To the San Lorenzo Valley High School signaled intersection	Construct a continuous sidewalk and a bikeable shoulder on the west/southbound side of Highway 9 from Graham Hill Rd to the SLV Schools Complex.	Fall 2025 – Summer 2027	**C Cap**: $5.8 million **Total**: $17.6 million 010 Safety Funds	Kelli Hill	PS&E/RW	The project reached the milestone "Ready to List" (RTL) on June 4, 2025. The project is now preparing to seek and contract with a construction contractor.

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

Projects in DEVELOPMENT								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Target** (Contract Approval to Contract Acceptance)	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Phase** (PID, PA&ED, PS&E, RW, Construction)	**Comments & Updates to Commissioners**
D13	Hwy 9 Complete Streets: Seg 5- Boulder Creek: River St to Bear Creek Rd **1M555**	**State Route**: 9 **PM**: 12.45 to 13.239 On Hwy 9 in Boulder Creek from River St to Bear Creek Rd	This project proposes at select locations: bike lanes; curb extensions; widened and new sidewalk; median islands for traffic calming; enhanced shoulders; enhanced crosswalks.	Summer 2029 – Summer 2031	Oversight Project: SCCRTC Project. SCCRTC leading PA&ED phase	Kelli Hill	PA&ED	Following the completion of the RTC-funded Project Initiation Document by Caltrans in 2022, RTC has opened & funded the PA&ED phase for the segment of Highway 9 through Boulder Creek. RTC will conduct the primary PA&ED work. Caltrans will be the CEQA and NEPA lead-agency. A PA&ED phase kick-off meeting was held June 26, 2025. A draft environmental document is anticipated to be available to the public in Winter 2026-27.
D14	San Lorenzo River Bridge & Kings Creek Bridge Replacement **1H470**	**State Route**: 9 **PM**: 13.6 &15.5 Near Boulder Creek, at the San Lorenzo River Bridge and at Kings Creek Bridge	Replace two bridges on State Route 9	Fall 2025 – Spring 2028	**C Cap**: $14.7 million **Total**: $25.9 million SHOPP- Bridge	Kelli Hill	PS&E/RW	The project reached the milestone, "Ready to List", in September 2024 and anticipates the approval of a construction contract in Fall 2025.

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

Projects in DEVELOPMENT								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Target** (Contract Approval to Contract Acceptance)	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Phase** (PID, PA&ED, PS&E, RW, Construction)	**Comments & Updates to Commissioners**
D15	SR-9 North CAPM **1K900**	**State Route**: 9 **PM**: 18.89 to 27.09 From 0.4 miles south of Saratoga Toll Rd to the Santa Cruz/San Mateo County Line	Pavement preservation strategies including but not limited to dig-outs, profile grinding, overlay, placing shoulder backing and dike. Reconstruct guardrail, rehabilitate or replace 6 culvert and replace 67 sign panels	Fall 2026 – Fall 2028	**C Cap**: $7.5 million **Total**: $12.8 million SHOPP-Pavement	Kelli Hill	PS&E/RW	The project completed its environmental phase at the end of June 2024 and kicked-off its Plans, Specifications, & Estimates (design) phase in August 2024. The first design milestone, "60% Design", was reached in July 2025. Design continues toward the next milestone, 95% Design, anticipated to be reached in Fall 2025.
D16	SR-17 Drainage Improvements **1K670**	**State Route:** 17 **PM:** 0 to 12.5 At various locations within the project limits	Stormwater mitigation by replacing and restoring culverts and drainage systems	Fall 2027 – Fall 2028	**C Cap**: $4.6 million **Total**: $9.5 million SHOPP-Stormwater Mitigation	Ryan Caldera	PS&E/RW	The design phase (PS&E) began in March 2024, with the milestone, 60% design, anticipated to be reached in **Fall** 2025.
D17	SR-17 Replace Culverts **1R980**	**State Route:** 17 **PM:** 7.31 & 11.96	Replace 2 drainage systems currently in poor condition.	Fall 2027 – Spring 2028	**C Cap:** $1.25 million Minor A Program	Aaron Wolfram	PA&ED	The Project is on schedule for an approved Project Report and Environmental Document in March 2026.

PROJECT UPDATE REPORT – SANTA CRUZ COUNTY

Prepared and finalized August 22, 2025 for the Santa Cruz County Regional Transportation Commission (SCCRTC)'s Board Meeting on: **September 4, 2025**

Projects in DEVELOPMENT								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Target** (Contract Approval to Contract Acceptance)	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Phase** (PID, PA&ED, PS&E, RW, Construction)	**Comments & Updates to Commissioners**
D18	SR-129 CAPM **1J830**	**State Route**: 129 **PM**: 0.0 to 0.56 In and neat Watsonville from the SR 1/129 junction to Salsipuedes Creek Bridge. This project includes curb extensions at select locations on SR-152.	Pavement Preservation, Lighting, Sign Panel Replacement and TMS Elements improvements	Winter 2025-26 – Spring 2027	**C Cap**: $8.4 million **Total**: $17.1 million SHOPP-Pavement	Madilyn Jacobsen	PS&E/RW	The milestone, Ready to List, was reached in June 2025 **and construction funding was authorized at the August CTC Meeting. The project is now working towards advertise and award of the construction contract.**
D19	Highway 129 Pavement Preservation Project **1R340**	**State Route:** 129 **PM:** 0.56 to 9.998 (County line)	Pavement preservation (CAPM)-grind and replace pavement, refresh striping. Replace degraded culverts.	Fall 2029 – Spring 2031	**C Cap**: $16 million **Total**: $21.3 million SHOPP-Pavement	Aaron Wolfram	PID Completed (Candidate for Programming)	This project completed its Project Initiation Document (PID) in June 2025 and is now a candidate project to be funded to begin its environmental (PA&ED) phase. This project is anticipated to begin PAED in Spring 2026.

Projects in DEVELOPMENT								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Target** (Contract Approval to Contract Acceptance)	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Phase** (PID, PA&ED, PS&E, RW, Construction)	**Comments & Updates to Commissioners**
D20	SR-152 Rehabilitation Project **1P110**	**State Route**: 152 **PM**: T0.31 to 4.14 In and near Watsonville, from the SR-1/152 junction to 0.5 miles east of Carlton Rd	Preserve pavement, rehabilitate or replace Salsipuedes Creek Bridge, replace culverts, rehabilitate traffic signals, upgrade curb ramps, reconstruct guardrail, replace sign panels, and complete streets elements including road diet, bike lanes, and curb extensions in various locations	Long-lead: Spring 2031 – Winter 2033-34	**C Cap**: $28.3 million **Total**: $44.7 million SHOPP-Complete Streets; Pavement	Madilyn Jacobsen	PA&ED	The Project team began the Project Approval & Environmental Document (Environmental) phase in July 2024. This phase will conduct project-level studies evaluating the impact and feasibility of proposed scope. A draft environmental document is anticipated to be ready in late Fall 2026. The Final Environmental Document and the Project Report are anticipated to be completed by Fall 2027.
D21	Struve Slough Sidewalk Repair **1S380**	**State Route**: 152 **PM**: T1.35 to T1.59 Along SR-152 westbound	Repair the sidewalk and supporting embankment located along Highway 152 westbound at Struve Slough.	Fall 2025 – Summer 2026	**C Cap**: $5.09M **Total**: $6.315M SHOPP-Permanent Restoration	Madilyn Jacobsen	Director's Order, proceeding through Design	As a project responding to the failure of the existing sidewalk, this project is on an accelerated timeline under a Director's Order. This project will look to address the near-term conditions necessary to reopen the sidewalk. This project reached the milestone "Ready to List" on June 12, 2025. **Construction funding was authorized at the August CTC meeting and the team will now work to approve the construction contract.**

Projects in DEVELOPMENT								
	Project Name / EA ID	**State Route / Post Mile (PM)**	**Description**	**Construction Target** (Contract Approval to Contract Acceptance)	**Construction Capital Cost, Total Project Cost, Fund Source**	**Project Manager**	**Phase** (PID, PA&ED, PS&E, RW, Construction)	**Comments & Updates to Commissioners**
D22	Downtown Watsonville Pedestrian Safety Project **1Q150**	**State Route**: 152 **PM**: T2.45 to T2.929 In Watsonville, between Freedom Blvd & Beck St	Construct curb extensions & high visibility crosswalks to enhance pedestrian safety	Winter 2026-27 – Summer 2029	**C Cap**: $4.6 million **Total**: $10.1 million 010 Safety Fund	Madilyn Jacobsen	PA&ED	The project's environmental documents were completed in April 2025. This project continues with the Design phase with the milestone, 60% Design" anticipated to be reached in Fall 2025.
D23	Watsonville Downtown Gateway Intersection Redesign **1S400**	**State Route:** 152 **PM:** T2.5 to T2.5 In Watsonville, at the intersection of Hwy 152 & Freedom Blvd	Perform an intersection control evaluation and consider conceptual redesigns, including as a roundabout, of the intersection that are consistent with adjacent & overlapping State & Local projects & plans.	Spring 2031	To be developed during the PID phase. This project's Project Initiation Phase is funded and led by Caltrans with the understanding that further development must be carried forward by a local agency.	Kelli Hill	PID	This project, identified in the Watsonville Downtown Specific Plan, won State-sponsored Project Initiation Document (PID) development. The State-sponsorship program only covers the project's first phase, at which point a local agency will need to lead it forward. **This project held a "re-kick-off" meeting now that funding is back. The Division of Traffic will re-start its "ISOAP" intersection evaluation. The next steps will depend on results of that evaluation, which will be discussed with Watsonville staff.**

ACRONYMS USED IN THIS REPORT:

ADA	Americans with Disabilities Act
CC	Coastal Commission
CCA	Construction Contract Acceptance (formal end of Construction activities)
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation Air Quality
CTC	California Transportation Commission
DOE	District Office Engineer (conducts review of final design plan packages for completion)
ED	Environmental Document
EIR	Environmental Impact Report
HFST	High Friction Surface Treatment
MBSST	Monterey Bay Sanctuary Scenic Trail
PIR	Project Initiation Report- a type of PID and a product of the PID phase
PM	Postmile or Post Mile or Project Manager (based on context)
PSR-PDS	Project Study Report-Project Development Support- a type of PID and a product of the PID phase
RTL	Ready to List- when project design is complete, and efforts begin to take the project to Bid
SB1	Senate Bill 1, the Road Repair and Accountability Act of 2017
SCCP	Solutions for Congested Corridors [grant program]
SCL	Santa Clara (County)
SCR	Santa Cruz (City or County)
SHOPP	State Highway Operation and Protection Program
SR	State Route
STIP	State Transportation Improvement Program
TMS	Traffic Management System
VMT	Vehicle Miles Travelled

Project Phases

PID	Project Initiation Document *(development of the project scope)*
PA&ED	Project Approval and Environmental Document *(study of environmental impacts of project scope; development of a Project Report; determination of project's permit, right-of-way, and mitigation needs)*
PS&E	Plans, Specifications, and Estimates *(the Design phase)*
RW	Right-of-Way
CON	Construction, as a phase title

-Resources-

COMMUNICATIONS:

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

Public Information Office, District 5
Info-d5@dot.ca.gov

Celeste Morales, Public Information Officer assigned to Santa Cruz, Monterey, and San Benito Counties
Celeste.Morales@dot.ca.gov
Office Phone: (805) 556-5820

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Kevin.Drabinski@dot.ca.gov
Office Phone: (805) 549-3138

For Project Specific Questions or Partnering Opportunities:

Please reach out to the Public Information Office who will assist with coordinating your inquiry.

REQUESTS:

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

Examples of Customer Service Requests:
Any of the following on the State's highway system:
- Streetlight issues

- Plant over-growth
- Damaged roadway
- Graffiti
- Fallen trees on the roadway
- Any other highway condition presenting an immediate hazard
- Other maintenance issues

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

Public Records Requests:
For all public records requests, please submit your request through the Public Records Request portal:
https://caltrans.mycusthelp.com/WEBAPP/_rs/(S(4iui15cbqujv3ppvenlmgvx1))/supporthome.aspx

INFORMATIONAL:

Quickmaps Mobile App/Caltrans Website: "Caltrans QuickMap"
- Available for free in the Apple App Store and Google Play Store
- Provides realtime conditions for the State Highway System
- Desktop Format: https://quickmap.dot.ca.gov/

Caltrans Lane Closures Reporting System: https://lcswebreports.dot.ca.gov/
- Provides a 7-day look-ahead for planned lane closures
- Does not include unanticipated emergency closures (see Quickmaps for in-the-moment roadway conditions)

Caltrans' Postmile Tool
- Postmiles or Post Miles are used to specify locations on California's State Highway System.
- Postmiles may have prefixes or suffixes and may use up to three decimal places.
- Use this website to locate or determine postmiles along the State Highway System (SHS) or to determine the closest highway postmile to a location off the system.
- https://postmile.dot.ca.gov/PMQT/PostmileQueryTool.html

Caltrans CCTV Camera Map: https://cwwp2.dot.ca.gov/vm/iframemap.htm

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

The Caltrans District 5 Office of Local Assistance: https://dot.ca.gov/programs/local-assistance/
- Includes links to many Federal and State funding opportunities
- Can help guide interested folks through the above-mentioned program requirements

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



AGENDA: September 4, 2025

TO: Regional Transportation Commission

FROM: Amin AbuAmara, PE, Director of Capital Projects & Brian Zamora, EIT, Assistant Transportation Engineer

RE: Highway 1 State Park to Bay/Porter Auxiliary Lanes and Bus on Shoulder Project Amendment to Construction Cooperative Agreement with Caltrans, Amendment to Measure D Five-Year Program of Projects for Highway Corridors Category, Amendment to Fiscal Year 2025-26 Budget, and Authorization to Secure Short Term Financing

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RECOMMENDATIONS

Staff recommend that the Regional Transportation Commission (RTC) approve the attached resolution (Attachment 1):

1. Authorizing the Executive Director to execute Amendment 2 to the construction Cooperative Agreement with Caltrans (Exhibit A to Attachment 1) for a total value not to exceed $6.6 million for the construction capital component of the project;
2. Programming an additional $6.6 million of Measure D-Highway Corridor funds in fiscal year (FY) 2025-26;
3. Amending the FY 2025-26 budget accordingly; and
4. Authorize the Executive Director to initiate the process for financing needed to secure additional resources for the Measure D Highway category to cover Caltrans cost overruns and other construction costs, which includes securing and entering into an agreement for bond counsel services, and return to the RTC with a financing plan for consideration.

BACKGROUND

In 2022, the RTC entered into a Cooperative Agreement with Caltrans (Caltrans Coop 05-0419) outlining the roles and responsibilities for the construction component of the Highway 1 Auxiliary Lanes and Bus on Shoulder improvements between the State Park Drive and Bay Avenue/Porter Street interchanges, which includes the replacement of the Capitola Avenue Overcrossing and a new bicycle and pedestrian overcrossing at Mar Vista Drive (Project). The Cooperative Agreement identifies Caltrans as the implementing agency responsible for advertising, awarding, and

administering the construction contract and RTC providing design services during construction.

The Cooperative Agreement was amended in May, 2023to add Measure D-Highway Corridors funds due to the lowest responsible and responsive bid amount exceeding the project's available funding, in order to award the construction contract.

DISCUSSION

The project was awarded in May 2023 to Granite Construction Company with the low bid of $72,398,200, and construction began shortly thereafter. Since its inception, the project has made significant progress, though not without overcoming challenges along the way. Various unforeseen conditions have caused delays and increased costs, requiring adjustments to both the schedule and the budget.

At the outset of the project, a major issue emerged that caused significant delays and increased costs. During the first stage of construction the contractor's plan was to close all Bay Avenue/Porter Street interchange ramps simultaneously for more than a one-year duration. Caltrans and RTC staff determined that this approach would cause substantial disruption to the public and required a revision to minimize disruption to the traveling public. While the revised staging plan reduced disruption, it had a substantial effect on both the project budget and schedule. The estimated additional cost for the staging revisions was approximately $1.9 million.

During initial preparations for the landing areas of the Mar Vista Drive bicycle and pedestrian overcrossing ramps, the construction team discovered two unmapped parallel underground sewer force mains along McGreggor Drive. This unforeseen utility conflict required a redesign of the northbound landing of the overcrossing in order to avoid the sewer force main. Having to redesign a portion of the bridge during construction affected the project budget and schedule, however was the preferred solution over relocating the two sewer force mains which would have had a greater cost and schedule impact. The estimated additional cost of the redesign work is approximately $2.9 million which includes cost for the change to the portion of the bridge as well as time delay compensation for the contractor.

In addition to these two changes, Caltrans, along with the project team were able to have substantial savings/reduction of cost exposure as mentioned in the letter included as Attachment 2. One example includes additional investigation of roadway excavation materials containing lead, and it resulted in allowing more material to be incorporated into the project and

less off-haul to waste facilities. Another example involved deleting a portion of a soundwall that was re-evaluated and was deemed not cost effective, which also resulted in saving many trees and vegetation. The sum of these efforts resulted in cost savings of more than $1.5M. The project team continues to diligently work to address issues proactively and strives to efficiently manage the project.

The unanticipated issues has nearly exhausted the project's contingency with construction scheduled to continue through the end of 2026. Given the complexity of ongoing construction and the potential for additional unforeseen conditions, it is recommended to replenish the contingency fund to maintain schedule integrity and avoid future funding shortfalls.

An amendment to the Cooperative Agreement with Caltrans for the construction component of the project is required to update the funding plan so Caltrans can continue funding construction of the project.

Therefore, **staff recommends the RTC approve the attached resolution (Attachment 1):**

1. **Authorizing the Executive Director to negotiate and execute Amendment 2 to the Cooperative Agreement with Caltrans (Exhibit A to Attachment 1) subject to final negotiations and approval by legal counsel as to form;**
2. **Amending the Measure D Highway Corridors 5-year program of projects to program an additional $6,600,000 in Measure D funds in FY2025-26; and**
3. **Amending the FY 2025-26 budget accordingly.**

Measure D Short Term Financing Needs

RTC is spending Measure D funds faster than revenues are being generated, therefore short-term borrowing is needed in order to fund the cost overrun. Staff and municipal advisor KNN Public Finance have discussed various financing strategies to address current and future cash flow needs that may be required depending on final project costs and final project scope. Given there may be more immediate needs to borrow in the near-term while the longer-term project scope and funding requirements are being refined, it may be advantageous to secure a "line of credit" with a lending bank that can be drawn on as needed to address near-term cash flow needs. When there is greater certainty around project cost and project scope, RTC could refinance balances under the "line of credit" with proceeds from a long-term bond issuance. At the April 2025 Commission meeting, KNN provided an overview of borrowing concepts, which included a discussion of the two primary borrowing tools:

1. Interim Borrowing: When there is less certainty about larger scale borrowing needs, but some initial project investment coverage is needed.
2. Long-Term Borrowing: When the timing and amount of larger scale projects is known and the complete funding package for the project is known.

A line of credit could allow RTC to draw down funds as needed until bonding is implemented, which is anticipated to be in 2027 when construction of the Highway 1 State Park to Freedom & Coastal Rail Trail Segment 12 project begins.

Considering the need for additional resources to cover project costs, **staff recommends that the Commission authorize the Executive Director to initiate the process for the financing needed to secure such additional resources.** At this point, it is anticipated that the financing will be a line of credit, which would require working with RTC's municipal advisor, KNN Public Finance, to secure bond counsel services and trustee services, solicit rates and terms from lending banks, and establish a financing plan for the Commission's consideration at a future meeting. The process is anticipated to take about 4 to 6 months. Bond counsel would prepare the documents necessary to ensure RTC is legally authorized to pledge the Measure D sales tax revenues to secure a borrowing, can borrow on a tax exempt basis, has in place the necessary agreements with the California Department of Tax and Fee Administration (CDTFA) that facilitate the mechanics of pledging Measure D sales tax revenues, and proposed agreements with a potential lending bank have legal review.

The financing plan to be considered and approved by the Commission at a future meeting would include a proposed bank with which to establish the line of credit, the rate and structure of the borrowing and required transaction documentation (including a financing resolution, legal borrowing and security indenture, and agreements with the bank and CDTFA). The ultimate size of the borrowing vehicle would be determined in combination with other Measure D program categories that may also require financing, such as Active Transportation.

FISCAL IMPACT

RTC as the project sponsor is responsible for funding cost overruns on the Project. The RTC will need to secure short term financing in order to meet all current funding commitments for the Measure D-Highway category. A line of credit is recommended over bonding at this time because it allows RTC to only pay interest on what is needed. Estimated fees to establish a line of

credit are expected to range from $100,000 to $150,000 inclusive of bond counsel, trustee services, and professional services for municipal advising by KNN Public Finance. Actual costs will be determined once the solicitation of various financing parties is complete. The RTC anticipated the potential need for financing in this fiscal year; therefore, the RTC budget includes the funds necessary to initiate the process for a potential line of credit. Should funds in addition to the $125,629 for professional and consultant services approved in the RTC FY 2025-26 budget be needed, staff will return to the Commission with the appropriate budget amendment for consideration.

SUMMARY

Staff recommends authorizing an amendment to the Measure D Five Year Program of Projects for the Highway category, an amendment to the Cooperative Agreement with Caltrans for the construction component to increase funding for the Highway 1 Auxiliary Lanes and Bus on Shoulder improvements between the State Park Drive and Bay Avenue/Porter Street interchanges, which includes the replacement of the Capitola Avenue Overcrossing and a new bicycle and pedestrian overcrossing at Mar Vista Drive project, a budget amendment, and authorizing the Executive Director to initiate the process for short term borrowing to cover anticipated construction costs.

ATTACHMENTS

1. Resolution
    a. Draft Coop Agreement Amendment 2
2. Letter from Caltrans for Additional Work

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of September 4, 2025
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENTS TO THE COOPERATIVE AGREEMENT WITH CALTRANS (CALTRANS COOP 05-0419) TO ADD $6.6 MILLION FOR THE CONSTRUCTION CAPITAL COMPONENT OF THE HIGHWAY 1 AUXILIARY LANES AND BUS ON SHOULDER PROJECT BETWEEN STATE PARK DRIVE AND BAY AVENUE/PORTER STREET AND PROGRAM ADDITIONAL MEASURE D FUNDS TO COVER THE COST OVERRUN.

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

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

WHEREAS, the Measure D expenditure plan approved by voters of Santa Cruz County in 2016 included auxiliary lanes between Soquel Avenue/Drive and State Park Drive;

WHEREAS, in December of 2020 the California Transportation Commission (CTC) awarded a grant of Senate Bill 1 funds to help fund the construction component of the project;

WHEREAS, in 2022 the RTC entered into a Cooperative Agreement with Caltrans for the construction component of the project, with Caltrans as the implementing agency;

WHEREAS, the construction contract was advertised by Caltrans and bids were opened in April of 2023 with a low bid by Granite Construction Company in the amount of $72,398,200;

WHEREAS, additional funds were needed to award the construction contract which the Commission approved Amendment No. 1 to the Cooperative Agreement in May, 2023;

WHEREAS, Caltrans has indicated additional funding need in order to

cover unforeseen issues encountered during construction in the amount of $6.6 million; and

WHEREAS, the RTC is spending Measure D funds faster than revenues are being generated, therefore short-term borrowing is needed in order to fund the cost overrun.

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

1. The Executive Director is authorized to negotiate and execute Amendment 2 to the Cooperative Agreement with Caltrans (Exhibit A) for the construction component of the Highway 1 Auxiliary Lanes and Bus on Shoulder Project between State Park Drive and Bay/Porter interchanges (Coop 05-0419), subject to final negotiations and approval by legal counsel as to form; and

2. The Measure D-Highway Corridors 5-Year Program of Projects is hereby amended to program an additional $6.6 million for contingency and amend the FY25-26 budget accordingly.

3. Authorize the Executive Director to initiate the process for financing needed to secure additional resources for the Measure D Highway category.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

_____
Eduardo Montesino, Chair

ATTEST:

_____
Sarah Christensen, Secretary

Exhibits: A. Amendment 2 to Cooperative Agreement (Coop 05-0419)

COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 03

Agreement Amendment No. 05-419 A2

Work Description

CONSTRUCT NORTHBOUND AND SOUTHBOUND AUXILIARY LANES BETWEEN THE BAY STREET/PORTER AVENUE AND STATE PARK DRIVE INTERCHANGES ON HIGHWAY 1, BUS-ON-SHOULDER ELEMENTS, DRAINAGE FACILITIES, CONSTRUCT RETAINING WALLS AND SOUND WALLS, INCLUDING THE REPLACEMENT OF THE CAPITOLA AVENUE OVERCROSSING AND CONSTRUCTION OF NEW BICYCLE AND PEDESTRIAN OVERCROSSING AT MAR VISTA DRIVE.

Contact Information

CALTRANS

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SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

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AMENDMENT NO. 05-0419 A2

FUNDING SUMMARY NO. 03

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 02 in its entirety with Funding Summary NO. 03.

2. Funding Summary No. 02 made the following changes,

   -increased STIP/RIP funds by $692,900.

   -increased LOCAL funds by $4,570,000.

3. Funding Summary No. 03 seeks to increase LOCAL funds by $6,600,000 for Construction Capital.

FUNDING TABLE

IMPLEMENTING AGENCY→			CALTRANS		SCCRTC		
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	SCCRTC	STIP/RIP	0	5,621,900[2]	0	0	5,621,900
STATE	SCCRTC	SB1-LPP	0	14,394,000	0	0	14,394,000
LOCAL	SCCRTC	SB1-SCCP	7,760,000	44,077,000	1,000,000	0	52,837,000
LOCAL	SCCRTC	Local	0	21,170,000[1]	0	0	21,170,000
Totals							94,022,900

[1]Includes $14,394,000 of match for SB1 LPP
[2]Includes $692,900 G-12 funds

v 21

SPENDING SUMMARY

Fund Type	CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	SCCRTC	CALTRANS	
STIP/RIP	0	0	5,621,900	5,621,900
SB1-LPP	0	0	14,394,000	14,394,000
SB1-SCCP	7,760,000	1,000,000**	44,077,000	52,837,000
LOCAL	0	0	21,170,000	21,170,000
Totals	7,760,000	1,000,000	85,262,900	94,022,900

**Amount to be paid for support work to be done by SCCRTC

Funding

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

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

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

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

5. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

7. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

Invoicing and Payment

8. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SCCRTC will pay invoices within five (5) calendar days of receipt of invoice.

9. If SCCRTC has received EFT certification from CALTRANS then SCCRTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

10. CALTRANS will draw from state and federal funds that are provided by SCCRTC without invoicing SCCRTC when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.

11. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION Support

12. SCCRTC will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

13. CALTRANS has invoiced and SCCRTC has paid the initial deposit of $1,863,900 after execution of this AGREEMENT. This deposit represented one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and SCCRTC will reimburse for actual costs incurred and paid.

Signatures

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

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

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

Scott Eades
District Director

Date:

Hannah Ferguson
Project Control Manager

Lai Saephan
HQ Accounting

SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION

Sarah Christensen
Executive Director

Date

Attest:

Amin AbuAmara
Director of Capital Projects

Approved as to form and procedure:

Steve Mattas
RTC Legal Council

California Department of Transportation

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August 18, 2025

Sarah Christensen
Executive Director
Santa Cruz County Regional Transportation Commission
1101 Pacific Ave. Suite 250
Santa Cruz, CA 95060

Dear Ms. Christensen:

Caltrans District 5 and the Santa Cruz County Regional Transportation Commission (RTC) have been collaborating on the development and implementation of the State Route 1 Bus on Shoulder and Auxiliary Lane projects for many years. With two segments of the corridor program currently in construction, the region is visually transforming to the public's eye. While progress is substantial, the construction team has faced multiple costly challenges administering these contracts including design changes, standards upgrades, and unforeseen differing site conditions. Through these challenges, the construction team has stayed focused on collaboratively keeping the project moving forward while proactively monitoring the schedule and cost impacts.

The **SR 1, from State Park Drive to Bay/Porter Interchanges, Auxiliary Lanes and Bus on Shoulder** segment (05-0C733), which includes the reconstruction of Capitola Avenue Overcrossing (OC) and the Mar Vista Drive Pedestrian Overcrossing (POC), has been particularly challenging due to major conflicts between the proposed POC and existing sewer main, re-sequencing of stage 1B work to avoid closing all (4) Bay Avenue/Porter Street ramps for approximately one year, and mitigating differing site conditions at multiple locations. The magnitude of this additional work has depleted the allocated project contingency funds and requires additional construction capital funding.

Below is a summary of these additional costs:

Additional work description	Approximate extra cost
Impact due to the revision of Stage Construction 1B (Change Orders 11, 11S1)	$1,899,990.00
Impact due to Modification of Mar Vista Dr POC Alignment (Change Orders 12, 12S1, 12S2, 12S3, 16, 16S1, 16S2, 25, TROs)	$2,852,919.52
Additional tree removal & Woodrat nest removal at various locations (Change Orders 7, 7S1, 21, 21S1, 21S2, 21S3, 21S4)	$679,658.51
Unforeseen (unsuitable materials, man-made buried objects, utility conflicts) (Change Orders 4, 4S1, 18, 22,43)	$1,072,000.00
Design Changes	$556,550.00
Safety Needs	$268,500.00
Other miscellaneous extra work (partnering, training, water pollution controls, utilities cost)	$445,970.21
Subtotal Cost of Additional Work due to Change Orders	**$7,775,588.24**

Recognizing the extensive potential additional costs, the construction team, in collaboration with the RTC's designer, has worked diligently to minimize the overall project cost without compromising the integrity of the work. One example of these mitigation efforts includes additional investigation of roadway excavation materials containing lead, which allowed more accurate identification of the materials within the work area, allowing more material to be incorporated into the new structural section and less off-haul to waste facilities. Another creative example of a cost-saving solution involved deleting a portion of a soundwall and revising the scope of work at South Bay/Park ramp. The sum of these extensive efforts resulted in a net cost savings of more than $1.5M.

Below is a summary of these cost savings:

Project savings / reduce cost exposure	Approximate cost savings
Reclassification of roadway excavation (Change Order 23)	($600,00.00)
SB Bay/Porter Ramp changes (Change Order 28)	($400,000.00)
Deletion of SW 125 and SW 129 (Change Order 38)	($425,000.00)
Miscellaneous savings (irrigation changes, smoothness adjustment)	($38,869.97)
Subtotal of cost savings to the projects	**($1,512,950.92)**

A detailed, comprehensive list of Change Orders is included in Exhibit A.

Current projections estimate the total cost of extra work resulting from change orders is $6.30 million. To complete the construction in alignment with the original project scope, additional funding is needed as shown in the table below:

TOTAL ESTIMATED EXTRA WORK TO DATE =	$6,262,637.32
(+) 10% CONTINGENCY OF REMAINING WORK AS OF AUGUST 2025 PROGRESS ESTIMATE	$4,428,127.03
(-) AVAILABLE CONTINGENCY FROM ORIGINAL CONTRACT (INCL SUP.)	$4,117,799.79
Balance needed including 10% contingency for remaining work =	$6,572,964.56
SAY	**$6,600,000.00**

This additional funding includes a 10% contingency of the remaining work (~$44.3M x 10% = $4.43M). This is intended to support additional unexpected project exposure. While this figure is greater than the typical 5% allocated for most projects, it is significantly less than the ~15% encountered on this project to date.

As of September 2024, the Department advised the RTC of this anticipated need and has been actively reviewing the contingency needs and projections with the RTC monthly.

We anticipate the remaining $520,000 of original contingency funds available will be depleted within the next couple months. **If additional funding is not acquired by that time, the construction work may need to be suspended until the funding is available**. Potential impacts from such a delay will likely include additional project costs including Time-Related Overhead (TRO), Right of Way delays, demobilization and remobilization of contractor resources, site maintenance (storm water, temporary traffic control devices, etc.) as well as additional impacts to the traveling public. Delays to the overall project completion date may also impact subsequent construction projects in the area.

The Department respectfully requests the RTC to authorize the additional construction capital funds identified above at their September 4th, 2025 Board Meeting to complete the project in accordance the original scope.

Please contact me if you need any additional information or clarification. Thank you for your continued partnership and support.

Sincerely,



Darron Hill
Deputy District Director
Program/Project Management and Asset Management
Caltrans District 5

EXHIBIT A

05-0C7334 FUNDING PROJECTION ANALYSIS

CO No.	Change Order Description	Design Related Change (Y/N)	CCO Amount
1	Maintain Traffic Control	N	$18,500.00
1S1	Additional Traffic Control	N	$80,000.00
1S2	Additional Traffic Control	N	$90,000.00
1S3	Additional Traffic Control	N	$80,000.00
2	Federal Training Program	N	$7,600.00
3	Partnering	N	$35,000.00
4	Buried Man Made Objects	N	$20,000.00
4S1	Remove buried Man Made Objects	N	$30,000.00
5	Additional Water Pollution Controls	Y	$11,400.00
5S1	Maintain BMPs	N	$40,000.00
6	Abutment Centerlines CT RFI 001	Y	$10,000.00
7	Woodrat Nest Removal	N	$10,000.00
7S1	Woodrat Nest Removal	N	$20,000.00
8	Sound Wall Changes	Y	$19,550.00
9	Drainage Changes	Y	$45,000.00
10	SWPPP template change	Y	$10,000.00
11	Stage Construction 1B Changes	Y	$653,163.00
11S1	Stage Construction Changes	Y	$746,827.00
12	Exist. Sewer Main Conflict with Mar Vista POC, EWF for Potholing Sewer Line, Revised shop drawings	Y	$49,000.00
12S1	Mar Vista POC Steel Bar Modification	Y	$50,000.00
12S2	Mar Vista POC-, bid items changes, inefficiency due space reduction	Y	$1,041,322.87
12S3	Exist. Sewer Main Conflict with Mar Vista POC	Y	$700,000.00
13	24-HOUR Lane Closure H-3 Chart	N	$0.00
14	Sound Blankets for Capitola Demo	Y	$10,000.00
14S1	Additional Funds for Sound Blanket at Capitola	N	$7,000.00
15	Overhead Sign Plan Revisions	Y	($49,080.95)
16	Additional Potholing for Unknown U. at McGregor	Y	$25,000.00
16S1	Additional Funds for Potholing at McGregor	Y	$30,000.00
16S2	Additional Funds for Potholing at McGregor	Y	$32,000.00
17	Additional Tree Removal at RW #1	Y	$80,000.00
18	Remove Organic Material / Backfill at RW #2	Y	$152,000.00
19	Soundwall 136 Grade/Storm drain Conflicts	Y	$45,000.00
20	McGregor Sidewalk Changes	Y	$30,000.00
21	Additional Tree Removal Stage 1A at Capitola	Y	$197,228.70
21S1	Additional tree removal at SW 120	Y	$24,801.21
21S2	Additional tree removal at SW 103	Y	$57,349.29
21S3	Additional tree removal at SW 125	Y	$140,413.66
21S4	Additional tree removal at SW 129	Y	$99,865.65
22	Unsuitable Material - Median	N	$600,000.00
23	Roadway Ex (Type COM) (ADL) Inc/Dec	N	($600,000.00)
24	Capitola Bridge Additional Potholing	Y	$49,000.00

25	Mar Vista POC Light Poles Change		$175,596.65
26	Retaining Wall No. 2 Return Wall Change	Y	$15,000.00
27	Drainage 31a Revisions to connect to exist. pipe	Y	$47,000.00
28	SB Bay/Porter Ramp Changes	Y	($400,000.00)
29	State Park to Bay Porter Irrigation Changes	Y	($24,890.50)
30	Underdrain Installation SB Hwy. 1 at Sta. 232+50 +/-	N	$90,000.00
31	Noise Mitigation Accommodations	N	$2,500.00
32	Bridge Mounted Over Head Sign Structure Anchors	Y	$45,000.00
33	Asbestos Containing Mat, Testing Park Ave. Br. Railing	Y	$55,491.37
34	Median Guardrail Retrofit to Match New Conc. Barrier	Y	$40,000.00
35	Eliminate Wingwall Haunch at Park Av UC	Y	$0.00
~~36~~	~~SB Park Ave Off-Ramp Revisions Voided- Part of CO 11~~	~~Y~~	~~$0.00~~
37	Smoothness Adjustment for HMA	N	($13,979.47)
38	Soundwall 129 and 125 (Deletion of walls outside CT R/W)	Y	($425,000.00)
39	Crude Oil Price Index Fluctuation	N	$30,000.00
~~40~~	~~Mar Vista POC Steel Bar Mod. Moved to 12S1~~	~~Y~~	~~$0~~
41	Park Ave. Rebar Interference	Y	$24,516.62
42	Mar Vista POC Electrical Pull Box Type Change	Y	$20,000.00
43	Capitola Voids Change- Bearing Pad Conflict	Y	$70,000.00
TBD	Change in Character for Soundwall No. 125 / 129 Changes (within CT R/W) to deal with organic material replacement as encounter at other locations.	Y	$200,000.00
TBD	CIDH Pile Length Quantity Error on the plans	Y	$300,000.00
TBD	Potential TRO delay days to date 71 days due to Mar Vista POC redesign.	Y	$700,000.00
TBD	Woodrat Nest Biological Restriction R/W at SW 125 and SW 129	Y	50,000.00
TBD	SB Bay Ave./Porter Street off-ramp inefficiencies	Y	500,000.00
TBD	Other Misc. Costs (Utilities)	N	$63,462.22
		TOTAL ESTIMATED EXTRA WORK TO DATE	**$6,262,637.32**
		(+) 10% CONTINGENCY OF REMAINING WORK	$4,428,127.03
		(-) AVAILABLE CONTINGENCY FROM ORIGINAL CONTRACT + SUPP.	$4,117,799.79
		Balance needed including 10% contingency for remaining work	$6,572,964.56
		SAY	**$6,600,000.00**

AGENDA: September 4, 2025

TO: Regional Transportation Commission

FROM: RTC Staff

RE: Measure D Active Transportation Expenditures and Financing Options

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RECOMMENDATION

Staff recommends that the Regional Transportation Commission:

1. Accept information on project cost estimates of Coastal Rail Trail Projects under development;

2. Direct staff to work with Coastal Rail Trail project sponsors and funding partners on strategies to reduce costs and deliver Coastal Rail Trail Segments 8-11 projects, which could include modifications to the scope of the project; and

3. Authorize the Executive Director to initiate the process for financing needed to secure additional resources for the Measure D Active Transportation category to cover approved project costs and programming, which includes securing and entering into an agreement for bond counsel services, and return to the Commission with a financing plan for consideration.

BACKGROUND

Measure D Expenditure Plan

In November 2016, over two-thirds of Santa Cruz County voters approved a ½-cent transaction and use tax (sales tax) for transportation projects and programs (Measure D-2016). The Santa Cruz County Regional Transportation Commission (RTC) is the designated administrator of Measure D. The voter-approved Expenditure Plan allocates revenues generated by formula for five categories of projects over 30 years: neighborhood project, transportation for seniors and people with disabilities, highway corridors, active transportation, and rail corridor. Seventeen percent of Measure D revenues are dedicated to the Measure D Active Transportation category and

applied towards development of the Monterey Bay Sanctuary Scenic Trail, also referred to as the Coastal Rail Trail. The RTC allocates, administers, and oversees the expenditure of Measure D revenue consistent with the Measure D Strategic Implementation Plan (SIP).

Measure D Cash Flow & Programming

Each year the RTC updates a 5-year plan showing which projects will be funded by Measure D funds in the near term, considering revenue forecasts and cash flow. RTC has been monitoring Measure D cash flow since voter approval of the measure and expanded the Cash Flow Model (CFM) with adoption of the longer-term Measure D-SIP in 2023. Although Measure D provides significant funding to deliver investments identified in the Expenditure Plan, it is insufficient to fully fund most projects.

Measure D Active Transportation

RTC, in coordination with local jurisdictions, are advancing or have completed approximately 18 miles of Coastal Rail Trail as part of the Measure D Active Transportation program. The Commission has programmed Measure D funding to advance preconstruction activities and to serve as a match to secure state and federal funds for development of the Coastal Rail Trail. The Commission will consider updates to the approved Measure D 5-Year Plan in November 2025 to program new funds through Fiscal Year (FY) 2029/30 and make other programming changes based on funds expended in FY 2024/25 and projected project and corridor maintenance needs.

Measure D Financing

In March 2025, the Commission received a presentation about strategies to accelerate the delivery of priority regional projects under the Measure D Expenditure Plan for the highway and active transportation investment categories. The commitment of a local match has been made for Coastal Rail Trails segments under development to secure state and federal funds. This funding commitment requires advancing future Measure D revenues.

DISCUSSION

RTC and partner agencies are advancing the delivery of Coastal Rail Trail projects at a faster pace than Measure D pay-as-you-go revenue allows. Several of these projects are scheduled to be constructed and opened to the public prior to the expiration of the 30-year measure. This will allow the

public to utilize these new transportation facilities and experience the benefits sooner. This progress necessitates that RTC finance against future Measure D revenues to pay for current project expenditures and deliver projects on their current schedules.

Anticipated Coastal Rail Trail expenditures that fall within the next Measure D 5-Year Plan update (FY 2025/26 through FY2029/30) and that could be considered by the RTC in November 2025 include final design and right-of-way costs in FY 2025/26, and environmental mitigations costs and construction costs in FY 2027/28. RTC, in coordination with project sponsors, continue to identify project delivery needs and update project cost estimates.

Coastal Rail Trail Cost Estimates - Updates

There are several Coastal Rail Trail projects under development, with an overview of the projects and current status included as Figure 1.



Segment 5 – Wilder Ranch State Park to Davenport

Segment 5 Phase 1 and Phase 2 are under construction with a scheduled completion date of Summer 2026. To date, the cost estimate for the construction project is within planned expenses with a few exceptions and minor additional requests by staff that have been incorporated into the project and paid for by the project's contingency fund.

The cost of environmental mitigation for this project is significantly higher than estimated (see RTC April 2025 Agenda Item #27). Up to $3 million in additional funds for environmental mitigation costs for Segment 5 may be needed. Staff is working with the implementing agency, Federal Highway Administration (FHWA), to reduce mitigation costs by clarifying required mitigation with the regulatory agencies and obtaining input from professionals specializing in the ecology of Santa Cruz County's north coast and local partnerships.

Segments 8-11 – Pacific Avenue to State Park Drive

At the April 2024 meeting, the Commission received a report on updated construction cost estimates for Coastal Rail Trail Segments 8-11, with a total cost of $111.7 million for the County of Santa Cruz's Coastal Rail Trail Segments 10 & 11 (17th Avenue to State Park Drive) and $59 million for the City of Santa Cruz's Coastal Rail Trail Segments 8 & 9 (Pacific Avenue to 17th Avenue). The report identified a funding gap of $43 million between the two projects. At the direction of the Commission, staff, in coordination with the County and City of Santa Cruz, analyzed cost reduction strategies including a value engineering analysis in 2024, and entered into a Memorandum of Understanding with Roaring Camp Railroads for relocation of track to accommodate the Ultimate Trail Configuration (RTC October 2024 Agenda Item #23). In addition, staff pursued additional funding and was awarded $19.5 million in federal funds through the RAISE (now BUILD) grant program.

Project costs were again updated in August 2025. The updated total costs for City's Segments 8 & 9 is $77.4 million ($35 million above available funding) and for County's Segments 10 & 11 is $137.6 million ($37 million above available funding). This translates into a total funding gap of $72 million for the two projects after taking into account the recent federal RAISE grant and cost reductions resulting from the value engineering analysis.

Updated cost estimates assume a construction start date of 2027 with a three year duration. Escalation is a significant driver in the construction cost increases. Construction cost estimates include the value engineering cost reduction strategies previously presented to the Commission, but those savings were offset by recent bid price increases and escalation. The potential cost savings associated with Roaring Camp conducting the track relocation are not reflected in the cost estimates due to continuing uncertainty about the sequencing and viability of this process. Should the track relocation by Roaring Camp prove feasible, that would save an estimated $9 million in construction cost between the two projects.

Of the $72 million in total project deficit, $65 million is for construction and environmental mitigation costs that would be needed starting in FY 2027/28. In addition to the funding gap for construction, the City and County are requesting a combined amount of $7 million in FY 2025/26 for additional preconstruction activities to complete final design and advance right-of-way work for these projects.

Segment 12 – State Park Drive to Rio del Mar Blvd

Segment 12 of the Coastal Rail Trail is combined with the third phase of Highway 1 Auxiliary Lanes and Bus on Shoulder project between State Park Drive and Freedom Boulevard. Current cost estimates for the Highway 1/Segment 12 Project are based on 95% design. The current cost estimates are within available funding. Actual construction bids on the project may be below, at, or above cost estimates. The Commission may consider future (FY 2027/28 through FY2029/30) Measure D programming should bids for the Highway 1 State Park to Freedom Auxiliary Lanes and Bus on Shoulder and Coastal Rail Trail Segment 12 Project exceed the latest cost estimate. This project is scheduled to be advertised for construction bids in 2027.

Segments 17-18 – Buena Vista Road to Walker Street

The Commission programmed $4.8 million in funding for preconstruction and environmental review for Segments 17-18. Staff will release a Request for Proposals to solicit professional services for environmental and design for Segments 17/18 in Fall 2025 based on the alignment developed as part of the Zero Emission Passenger Rail (ZEPRT) Project Concept Report. The Commission has not programmed funding for construction of this project.

Segments 13-16 (Rio del Mar to Buena Vista Road) and 19-20 (Walker Street to Salinas Road)

RTC advanced the design for Segments 13-16 and 19-20 as part of the Zero Emission Passenger Rail and Trail Project Concept Report. Staff is currently working with the RTC consultant, HDR, to develop cost estimates for these trail segments. Additional funding will be needed to advance these segments through preconstruction, final design and construction. No Measure D Active Transportation funding has been programmed to these segments.

Measure D Expenditures and Financing

Current Measure D 5-Year Programming (FY 2024/25-2028/29)

The Measure D Active Transportation category will require additional revenues in FY 2025/26 to meet current programmed obligations. The Measure D 5-Year Plan was most recently amended in August 2025 (Attachment 1). Advancing future projected Measure D revenues through financing could provide the revenues to address the anticipated Measure D Active Transportation category expenditure needs in FY 2025/26.

RTC's financial advisor, KNN Public Finance, LLC (KNN) estimates that an additional $12.5 million in resources by way of a sales tax revenue bond or line of credit financing will be required in the current fiscal year to meet previously programmed funds in the Measure D Active Transportation category ("Current Measure D Programming").

Anticipated Near-Term Needs Measure D 5-Year Programming (FY 2025/26-2029/30)

The financing or borrowing need in FY 2025/26 would need to be increased should the Commission program additional Measure D Active Transportation funding for anticipated near term funding needs for Coastal Rail Trail projects including Segment 5 environmental mitigation costs ($3 million) and Segment 8-11 final design and right of way ($7 million) ("Anticipated Near Term Funding Needs"). This would increase total near-term borrowing from $12.5 million to $23 million. The Commission could also consider programming other discretionary funds, including funds from the Consolidated Grant Program, instead of or in addition to programming additional Measure D Active Transportation funds.

Anticipated Longer-Term Measure D 5-Year Programming (FY 2025/26-2029/30)

In the longer-term, there would be an additional need to finance in FY 2027/28 when construction of Coastal Rail Segments 8-11 is underway, based on current trail cost estimates and project delivery schedules. It is estimated that RTC would need to finance, in total, $92 million between FY 2025/26 and FY 2028/29 to deliver these projects unless other local, state or federal funding sources are secured to reduce the funding gap for these projects. However, this is not feasible because **the Measure D Active Transportation program does not have sufficient capacity over the remaining life of the 30-year measure to cover the project costs**, considering debt service and ongoing corridor maintenance needs.

To continue to advance project delivery in the near term and commit funding to Segment 8-11 in the longer term, the Commission could consider partial funding of Segment 8-11 construction where Measure D Active

Transportation could still support debt financing needs and future corridor maintenance. The Measure D Active Transportation Category capacity over the remaining life of the measure considering debt service and ongoing corridor maintenance is capped at $55 million, which is far less than the $92 million required to fully fund the projects. The Commission could also consider programming other discretionary funds, including funds from the Consolidated Grant Program, instead of or in addition to programming additional Measure D Active Transportation funds. Table 1 provides a summary of feasible financing options described above.

Table 1: Feasible Financing Options for Active Transportation (in $Thousands)

	Current Programming - Measure D*	**Anticipated Near-Term Programming ****	**Anticipated Longer-Term Programming - Constrained *****
FY 24/25 - FY 29/30 Assumed Allocated Measure D Revenues	$29,098	$29,098	$29,098
FY 24/25 - FY 29/30 Assumed Capital Expenditures	$39,574	$49,574	$80,124
FY 25/26 Borrowing Need	$12,500	$23,000	$35,000
FY 28/29 Borrowing Need	$0	$0	$20,000
Total Borrowing Need	**$12,500**	**$23,000**	**55,000**
Minimum Program Cash Balance Over Measure	$2,292	$1,919	$835
Minimum DSCR Over Measure	5.10 x	2.77 x	1.21 x

**Current Measure D Programming: Programmed funds in the approved Measure D 5-Year Plan (August 2025)*
***Anticipated Near-Term Programming- Measure D: Additional programming needs in FY25/26 for Segment 5 environmental mitigation and Segments 8-11 project design*
****Anticipated Longer Term Programming: Additional programming needs in FY27/28 for Segments 8-11 construction based on current construction cost estimates and constrained by the capacity of estimated Measure D Active Transportation revenues*

Financing Tools: Interim and Longer Term Borrowing

Staff and municipal advisor KNN Public Finance have discussed various financing strategies to address current and future cash flow needs that may be required depending on final project costs and final project scope. Given

there may be more immediate needs to borrow in the near-term while the longer-term project scope and funding requirements are being refined, it may be advantageous to secure a "line of credit" with a lending bank that can be drawn on as needed to address near-term cash flow needs. When there is greater certainty around project cost and project scope, RTC could refinance balances under the "line of credit" with proceeds from a long-term bond issuance. At the April 2025 Commission meeting, KNN provided an overview of borrowing concepts, which included a discussion of the two primary borrowing tools:

1) Interim Borrowing: When there is less certainty about larger scale borrowing needs, but some initial project investment coverage is needed
2) Long-Term Borrowing: When the timing and amount of larger scale projects is known and the complete funding package for the project is known

Considering the need for additional resources to cover project costs already approved and programmed, **staff recommends that the Commission authorize the Executive Director to initiate the process for the financing needed to secure such additional resources** to cover near-term borrowing needs. At this point, it is anticipated that the financing will be a line of credit, which would require working with RTC's municipal advisor, KNN Public Finance, to secure bond counsel services and trustee services, solicit rates and terms from lending banks, and establish a financing plan for the Commission's consideration at a future meeting. The process is anticipated to take about 4 to 6 months. Bond counsel would prepare the documents necessary to ensure RTC is legally authorized to pledge the Measure D sales tax revenues to secure a borrowing, can borrow on a tax exempt basis, has in place the necessary agreements with the California Department of Tax and Fee Administration (CDTFA) that facilitate the mechanics of pledging Measure D sales tax revenues, and proposed agreements with a potential lending bank have legal review.

The financing plan recommended for approval by the Commission at a future meeting would include a proposed bank with which to establish the line of credit, the rate and structure of the borrowing and required transaction documentation (including a financing resolution, legal borrowing and security indenture, and agreements with the bank and CDTFA). The ultimate size of the borrowing vehicle would be determined in combination with other Measure D program categories that may also require financing, such as Highway.

Coastal Rail Trail Cost Reduction and Project Delivery Strategies

As described above, August 2025 cost estimates include cost reduction strategies from the value engineering analysis, but not the track relocation completed by Roaring Camp due to uncertainties with sequencing and project delivery, which could reduce project cost by approximately $9 million. Escalation costs are a significant contributor to cost increases.

Project cost estimates will continue to be updated throughout the project development and will reflect potential design changes and updated unit costs for bid items. However, Measure D Active Transportation Program does not have sufficient capacity in the remaining life of the measure to fill the projected funding gap for Coastal Rail Trail Segments 8-11 based on current cost estimates. Therefore, **staff recommends working with Coastal Rail Trail project sponsors and funding partners on strategies to deliver Coastal Rail Trail Segments 8-11 within available resources**, which likely involves modifications (reduction) to the scope of the projects.

Scope changes could include reducing the scope of trail delivered, phasing the project, or alignment changes while maintaining project benefits as practicable thus preserving the maximum amount of state and federal competitive funding awarded to the projects. There is a risk that a scope change could ultimately result in a proportional reduction in funding or loss of funding for the projects. Based on existing grant agreements, additional funding for Coastal Rail Trail projects through previously awarded grant programs is not feasible due to provisions in the existing funding agreements that cost increases are the responsibility of the project sponsor, not the funding agency.

To fill the projected funding gap for construction of Coastal Rail Trail projects Segments 8-11, staff and project sponsors will continue to seek additional funding for the projects, although there are few remaining opportunities available from now until the start of construction to secure additional competitive grant funds. The City of Santa Cruz recently submitted a Safe Streets and Roads for All federal grant application for Coastal Rail Trail Segments 8 & 9 request in the amount of $20.5 million dollars for construction. Announcement of Safe Streets for Roads for All grant awards are announced in December of 2025.

Next Steps

Staff will continue to work with project sponsors to update cost estimates as project needs are identified through the development of the final design of

the projects. Staff will also continue to work with project sponsors to reduce costs and seek additional grant funding.

Pending Commission direction, staff will initiate discussions with project sponsors regarding potential modifications to the scope of the project to reduce project costs while preserving the maximum amount of state and federal funds committed to Coastal Rail Trail projects.

Also, pending Commission direction, staff will work with municipal advisor, KNN Public Finance, to initiate the process for financing and return to the Commission with a financing plan for consideration to address previously programmed expenditures and anticipated future expenditures.

The Commission will have the opportunity to provide further direction through the upcoming Measure D 5-year Program of Projects programming process scheduled for November, and the adoption of the Consolidated Grant Program in November/December of this year.

FISCAL IMPACT

There is no fiscal impact associated with receiving information on updated project cost estimates. However, the Commission may consider updates to the Measure D 5-Year Plan as part of the upcoming programming cycle, program additional discretionary funds or seek additional grant funds in the future.

Estimated fees to establish a line of credit are expected to range from $100,000 to $150,000 inclusive of bond counsel, trustee services, and professional services for municipal advising by KNN Public Finance. Actual costs will be determined once the solicitation of various financing parties is complete. The RTC staff anticipate the potential need for financing in this fiscal year; therefore, the RTC budget includes the funds necessary to initiate the process for a potential line of credit. Should funds in addition to the $125,629 for professional and consultant services approved in the RTC FY 2025/26 budget be needed, staff will return to the Commission with the appropriate budget amendment for consideration.

SUMMARY

Additional funding is needed to advance Coastal Rail Trail projects is based on current cost estimates. Project costs for Coastal Rail Trail Segments 8-11 were recently updated, identifying a funding shortfall of $72 million including, design, right-of-way, environmental mitigation and construction components. The Measure D Active Transportation category will not generate

sufficient funds over the life of the measure to cover these cost estimates. Staff recommends working with project sponsors and funding partners to reduce costs and discuss options for delivering Coastal Rail Trail Segments 8-11, which could include changes to the scope of the projects. Based on previously approved programing in the Measure D 5-year plan, financing is required in the current fiscal year to meet programming commitments. Staff recommended that the Commission authorize the Executive Director to initiate the process for the financing that is needed in the short term (likely a line of credit) and return to the Commission with a financing plan for consideration.

Attachments:
Attachment 1- Measure D 5-year Plan (August 2025)

sharept/RTC Staff Reports/RTC2025/09/Regular/MeasD-Financing/MeasureD_Financing0925.docx

Measure D: 5-Year Program of Projects (FY24/25-28/29)

Active Transportation/MBSST-Coastal Rail Trail (17% of Measure D Revenues)

APPROVED: August 7, 2025

Previously updated 6/6/19, 12/5/19, 5/7/20, 6/29/20, 9/3/20, 5/6/21, 6/3/21, 8/5/21, 10/7/21, 5/5/22, 11/3/22, 1/12/23, 2/2/23, 3/3/22, 5/4/23, 11/2/23, 11/7/24, 4/3/25

						Planned[1]							
	Rail Trail Project/Program	**Description**	**Schedule**	**FY23/24 Actuals**	**Prior Years Spent***	**FY24/25**	**FY25/26**	**FY26/27**	**FY27/28**	**FY28/29**	**Total Measure D *through FY28/29***	**Future**	**Proposed Updates**
1	North Coast Segment 5	Trail development and construction, including EIR & design consultants, legal, Environmental Health Services & ROW; RTC project mgmt, oversight, outreach and technical assistance; $125k for Davenport Crosswalk and $1.4 million for Yellowbank Crossing	Under construction	$3,636,866	$7,002,258	$2,414,745	$731,000	$40,000	$0	$0	$10,188,003	$0	
2	North Coast Segment 5: trail maintenance and operations	Ongoing maintenance of sections of trail once constructed. Includes restriping, sweeping, vegetation management, mitigations, and periodic repaving.	Start after trail open in FY26/27.	$0	$0	$0	$55,000	$224,294	$232,144	$301,000	**$812,438**	est $270k/yr+ escalation	Add $18k in FY26 for maintenance
3	Segment 7: Natural Bridges to Bay/California (Phase 1), Bay/California to Wharf (Ph2), City of Santa Cruz (SC) lead	Allocation to City of Santa Cruz for Segment 7 rail trail	Phase I: 2020; Phase II: 2022-2024	$1,630,747	$2,730,747	$519,253	$0	$0	$0	$0	**$3,250,000**	$0	
4	Seg 8: San Lorenzo River trestle widening, City of Santa Cruz	Allocation to City of SC for widening of existing walkway on the existing railroad bridge over San Lorenzo River near Boardwalk	Completed June 2019	$0	$500,000	$0	$0	$0	$0	$0	**$500,000**	$0	
5	Seg 8/9: SC Wharf to 17th Ave., City of SC lead (partnership with County)	Allocation to City of SC: $2M set aside to serve as match for construction grants; $370k for additional analysis of interim trail. Joint project with County.	Est. 2026 start construction	$219,354	$219,354	$1,200,000	$950,646	$0	$0	$0	**$2,370,000**	$0	
6	RTC Oversight and technical assistance: Segments 7-9	RTC project management, oversight, outreach and technical assistance (consultants, legal, Environmental Health Services & ROW)	Through project completion	$81,938	$533,923	$99,484	$40,000	$40,000	$40,000	$0	**$753,407**	$0	
7	Trail maintenance and operations in Santa Cruz	Ongoing maintenance. Includes restriping, sweeping, vegetation management, mitigations, and periodic repaving.	ongoing	$11,871	$37,140	$25,000	$49,000	$51,000	$53,000	$54,000	**$269,140**	TBD	
9	Segment 10-11: Segment 10 (17th-47th/Jade St. park), Seg 11 (Monterey to St. Park Dr)	Allocation to County DPW for planning, environmental review, design, and right of way and construction. County led project.	PA/ED started 2020	$1,240,486	$3,366,878	$1,424,716	$2,229,000	$10,137,908	$0	$0	**$17,158,502**	$0	
10	Segment 10-11 Oversight and technical assistance	RTC project mgmt, oversight, outreach and technical assistance (consultants, legal, Environmental Health Services & ROW)	Duration of project delivery	$162,467	$308,909	$116,773	$40,000	$40,000	$40,000	$40,000	**$585,682**	$0	
11	Capitola Trestle Railroad Bridge Interim Trail analysis	Analysis of feasibility for building a trail on the bridge through Capitola Village and over Soquel Creek.	Completed FY21/22		$29,256						**$29,256**	$0	
12	Capitola Trail: City Hall to Monterey Ave	RTC project management, oversight, outreach and technical assistance (consultants, legal, Environmental Health Services & ROW)	Construction FY 24/25	$356	$2,761	$1,000	$0	$0	$0	$0	**$3,761**	$0	

	Rail Trail Project/Program	Description	Schedule	FY23/24 Actuals	Prior Years Spent*	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Total Measure D *through FY28/29*	Future	Proposed Updates
13	Segment 12: State Park Drive to Rio Del Mar Boulevard	Design, right-of-way, and matching funds for construction grants. Assumes work associated with bridges over Highway 1 to be implemented with the Hwy 1 Freedom-State Park project and paid out of Measure D-Highway.	Start construction FY25/26; dependent on grant funding	$1,995,270	$3,195,002	$1,032,800	$2,964,000	$1,410,100	$1,466,000	$1,466,000	**$11,533,902**	$1,249,500	
14	Segment 18 Phase 1: Ohlone to slough trail, City of Watsonville lead	Allocation to City of Watsonville for trail construction.	Completed 2021	$0	$150,000						**$150,000**	$0	
15	Segment 18 Phase 2: Lee Road to Ohlone, slough trail to Walker St	RTC pursuing as part of Zero Emission Passenger Rail & Trail Project. Delivery may advance prior to rest of project.	Environmental and preliminary design underway			$1,000,000	$1,000,000	$0	$2,800,000	$0	**$4,800,000**	TBD	
16	Watsonville Trail segments oversight and technical assistance	RTC project management, oversight, outreach and technical assistance (consultants, legal, Environmental Health Services & ROW)	Duration of project delivery	$980	$113,686	$40,000	$40,000	$40,000	$40,000	$0	**$273,686**	TBD	
17	Trail maintenance and operations in Watsonville	Ongoing maintenance. Includes restriping, sweeping, vegetation management, mitigations, and periodic repaving.	ongoing	$1,586	$1,586	$3,500	$3,600	$3,700	$3,800	$11,000	**$27,186**	TBD	
18	Zero Emission Rail Transit & Trail	Project concept report, preliminary engineering and environmental analysis of remaining sections of trail as part of the Electric Rail & Trail project. Includes consultant services, project management and public outreach; match for grants.	Concept report due Spring 2025	$0	$0	$350,000	$0	$0	$0	$0	**$350,000**	TBD	
19	Santa Cruz County Regional Conservation Investment Strategy - Grant match	Match to Wildlife Conservation Board grant for early mitigation planning for transportation projects.	2019-2022	$0	$17,622	$0	$0	$0	$0	$0	**$17,622**	$0	
20	Ongoing oversight, coordination, and assistance, including on development of future trail sections	RTC staff and consultants work related to overall trail planning, soil investigations, Environmental Health (EHS), legal, stakeholder coordination, response to public comments, and development of future projects and grant applications.	ongoing	$127,543	$1,369,310	$208,629	$140,115	$147,120	$154,476	$0	**$2,019,649**	Varies	
21	Corridor encroachments & maintenance	Ongoing corridor maintenance, including vegetation, tree work, trash, graffiti, drainage, encroachments, boundary surveys, storm damage repairs outside of what is required for railroad operations. Includes RTC staff time and contracts.	ongoing	$1,002,513	$4,124,410	$2,349,158	$2,115,218	$1,278,071	$1,294,589	$1,335,549	**$12,496,995**	Estimated $1.4M/yr + escalation	
		Estimated 5-Year Measure D Expenditures		**$10,111,979**	**$23,702,841**	**$10,785,058**	**$10,357,578**	**$13,412,193**	**$6,124,009**	**$3,207,549**	**$67,589,228**		

1- Programmed funds may be shifted between years based on actual expenditures/use rates when sufficient cash capacity exists.
**FY23/24 and future amounts will be adjusted based on audited financials*
Assumes financing will be required to cover expenditures starting in FY25/26.