COOPERATIVE AGREEMENT

This AGREEMENT is entered into by and between the CITY OF CAPITOLA, a California municipal corporation ("CITY"), and the Santa Cruz County Regional Transportation Commission ("RTC"). CITY and RTC may be referred to individually as a "PARTY" and collectively as the "PARTIES."

1. Purpose

The purpose of this COOPERATIVE AGREEMENT is to define roles and responsibilities for advancing planning support and feasibility work associated with the Capitola Trestle Planning and Feasibility Seismic Assessment ("WORK"). The WORK is intended to inform potential options, costs, constraints, risks, and next steps related to possible future rehabilitation, retrofit, repair, repurposing, or replacement of the existing freight rail facility, including the five bridges that make up the Capitola Trestle and cross Soquel Creek, for potential multi-use bicycle and pedestrian trail purposes. This AGREEMENT does not approve, direct, or commit either PARTY to any future conversion, final design, construction, funding, operation, or maintenance of the Capitola Trestle.

2. Background

A. In June 2026, RTC approved a request from CITY to reprogram previously awarded Regional Surface Transportation Program Exchange (RSTPX) funds to support planning and feasibility work associated with the Capitola Trestle, referred to in this AGREEMENT as the WORK.

B. A prior study related to repurposing the Capitola Trestle for a multi-use bicycle and pedestrian bridge was completed in 2021 and informed the scope of work for additional planning studies and feasibility work.

C. RTC maintains consultant on-call resources capable of supporting planning support and feasibility work, including technical and engineering studies.

D. CITY desires to use RTC's on-call engineering consultant contract to perform the WORK. The PARTIES intend that CITY will serve as the project sponsor and implementing agency for the WORK, and that RTC will administer the consultant contract and provide limited contract facilitation and supporting review as described in this AGREEMENT.

3. Scope of Work and Deliverables

A. The scope of work agreed to by both PARTIES to complete the planning support and feasibility work associated with the Capitola Trestle is described in Exhibit A, which is attached hereto and incorporated herein.

B. RTC shall cause Mark Thomas, or any successor consultant retained by RTC for the WORK, to perform Exhibit A, the Scope of Work.

C. RTC will issue and administer the consultant task order for the WORK under RTC's on-call engineering consultant contract, consistent with RTC procurement and contract administration requirements. RTC shall incorporate into its task order with Mark Thomas all requirements of this AGREEMENT applicable to the performance of the WORK, including, without limitation, the Scope of Work, schedule, record retention requirements, ownership and use of work product, confidentiality obligations, insurance requirements, audit requirements, and compliance with applicable laws.

D. Although the consultant task order will be administered through RTC's on-call contract, CITY is responsible for implementing the WORK and for managing the technical content, project direction, review, verification, and acceptance of deliverables, in coordination with RTC's designated contract administrator.

E. The WORK is planning and feasibility work only. The WORK does not include environmental clearance, final design, construction documents, right-of-way acquisition, construction, operations, maintenance, or any commitment to pursue future project phases unless separately approved by the PARTIES.

4. Funding

A. RTC agrees to expend up to $200,000 in reprogrammed RSTPX funds approved by RTC in June 2026 for the WORK, including consultant task order costs and actual RTC contract administration and project facilitation costs incurred under this AGREEMENT.

B. The PARTIES intend that up to ten percent (10%) of the total programmed amount be available for RTC contract administration and project facilitation. This amount is a budgetary allowance only. It is not an automatic fee, fixed charge, off-the-top allocation, or guaranteed payment to RTC. RTC may charge against this allowance only for actual and reasonable costs directly attributable to administration, facilitation, and limited supporting review of the WORK under this AGREEMENT. Eligible costs shall be limited to documented RTC staff labor at RTC’s established labor billing rates applicable to the employee performing the eligible activities and direct administrative expenses incurred for administration and facilitation of the consultant contract, processing and payment of consultant invoices, coordination and facilitation of consultant services, limited supporting review of deliverables, responding to project questions, limited support for City Council presentations and other CITY approval processes, and project-related communications. RTC’s established labor billing rates include employee salary, benefits, payroll taxes, and allocable indirect costs included in RTC’s approved labor billing rate methodology. RTC shall maintain contemporaneous records supporting all charges, including employee time records identifying the individual performing the work, date, hours worked, hourly rate, and description of services performed. Upon CITY’s reasonable request, RTC shall provide documentation supporting such charges. General

agency activities, legislative activities, and other activities not directly related to the WORK shall not be eligible for reimbursement under this AGREEMENT.

C. No transfer of cash funds between the PARTIES is contemplated under this AGREEMENT. RTC shall administer the programmed funds directly through RTC's on-call consultant agreement and through actual RTC labor charges incurred for contract administration and project facilitation under this AGREEMENT.

D. If RTC anticipates that the consultant task order costs and actual RTC contract administration and project facilitation costs will exceed the $200,000 programmed amount, RTC will promptly notify CITY. No PARTY is obligated to incur or reimburse costs above the programmed amount unless this AGREEMENT is amended in writing or additional funding is approved by the appropriate PARTY.

E. Any unexpended programmed funds remaining after completion of the WORK, payment of eligible consultant costs, and payment of documented and eligible RTC costs authorized under 4(B) may be available to CITY for other eligible purposes after approval by RTC.

F. The WORK does not use RTC-administered regional Measure D funds unless this AGREEMENT is amended to provide otherwise.

5. Roles and Responsibilities

Joint Responsibilities

A. PARTIES will coordinate to support timely completion of the WORK, timely review of deliverables, and prompt communication of schedule risks or changes as soon as they are identified.

B. PARTIES will cooperate in good faith to provide available records, background materials, and information reasonably needed to complete the WORK.

CITY Responsibilities

A. CITY is the PROJECT SPONSOR for the WORK, which is defined as the PARTY responsible for establishing the project description, approving the scope of work, securing funding for the WORK, and determining whether and how to use the results of the WORK for future CITY consideration.

B. CITY is the IMPLEMENTING AGENCY for the WORK, which is defined as the PARTY responsible for implementation, project management, technical direction, cost, schedule, quality, review, verification, and acceptance of the WORK and associated deliverables.

C. CITY shall lead day-to-day technical coordination with the consultant regarding the prosecution and development of the WORK, in coordination with RTC's designated contract administrator and RTC’s designated contract manager, and consistent with RTC's on-call consultant contract requirements.

D. CITY shall provide timely review, verification, and comments on consultant deliverables and shall be responsible for determining whether the deliverables are acceptable for CITY's purposes.

E. CITY shall review consultant invoices for consistency with the WORK performed and shall provide timely confirmation to RTC regarding whether invoiced work is consistent with progress and deliverables acceptable to CITY.

F. CITY shall provide available local data, background materials, access coordination, stakeholder coordination, and other CITY information reasonably needed to complete the WORK.

G. CITY shall lead City Council presentations and other CITY approval processes related to the WORK, with support from the RTC on-call consultant and limited support from RTC staff as described in this AGREEMENT.

H. CITY shall not rely on RTC staff to materially perform CITY's project management, technical direction, deliverable development, deliverable verification, public agency coordination, or project implementation responsibilities except for the limited RTC contract administration, supporting review, and facilitation expressly described in this AGREEMENT.

RTC Responsibilities

A. RTC will administer the consultant contract and consultant task order for the WORK, including issuing the task order, maintaining contract records, reviewing invoices for contract compliance, processing payments to the consultant, and charging actual eligible RTC labor costs for contract administration and project facilitation.

B. RTC will facilitate use of RTC's on-call consultant contract for the WORK and will coordinate with CITY and the consultant regarding task order administration, invoicing, and contract-related schedule or deliverable issues.

C. RTC may provide limited supporting review and facilitation, including providing available RTC background materials, answering project questions, attending coordination meetings as available, reviewing deliverables from RTC's perspective, and assisting CITY with interpretation of the study deliverables. RTC's review and facilitation are intended to support CITY's implementation of the WORK and do not transfer responsibility for project implementation or deliverable approval to RTC.

D. RTC will provide CITY with WORK-related products and supporting documentation received through the consultant task order.

E. When RTC performs contract administration, supporting review, or facilitation, it does so for its own benefit and to support the administration of RTC's on-call consultant contract. RTC's contract administration, supporting review, or facilitation shall not be construed as assuming CITY's project sponsor or

implementing agency responsibilities, approving the technical conclusions of the consultant for CITY purposes, or creating any duty to third parties.

F. RTC is not responsible for day-to-day project management, technical prosecution of the WORK, development or verification of deliverables, public outreach, environmental review, final design, construction, or future project delivery unless the PARTIES amend this AGREEMENT in writing to assign additional responsibilities to RTC.

6. Ownership and Use of Work Products

A. All studies, memoranda, estimates, graphics, plans, and other work products prepared using funds administered under this AGREEMENT may be used by both PARTIES for public purposes, including grant applications, project development, environmental review, public outreach, and governmental decision-making.

7. Disclosures

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

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

C. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify the other PARTY within five (5) working days of receipt and make the other PARTY aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK to the extent permitted by law.

8. No Commitment to Construction or Future Funding

This AGREEMENT addresses planning and feasibility activities only. Nothing herein obligates either PARTY to fund final design, right-of-way acquisition, construction, operations, maintenance, grant match commitments, or future project phases absent separate approvals. Nothing herein constitutes approval of the potential conversion or repurposing of the Capitola Trestle to a multi-use bicycle and pedestrian trail.

9. Term and Termination

A. This AGREEMENT shall become effective upon execution by both PARTIES.

B. Unless earlier terminated by mutual written agreement, this AGREEMENT shall remain in effect through June 30, 2027.

C. Either PARTY may terminate this AGREEMENT upon thirty (30) days written notice to the other PARTY. The PARTIES shall cooperate to wind down any active consultant work in an orderly manner consistent with existing obligations.

10. General Provisions

A. Each PARTY is an independent public entity and not an officer, employee, partner, or agent of the other.

B. Additional phases of work would require an amendment to this AGREEMENT.

C. This AGREEMENT may be amended only by written agreement executed by both PARTIES.

D. This AGREEMENT constitutes the entire understanding between the PARTIES regarding the subject matter herein.

11. Severability

If any provision of this AGREEMENT is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be deemed severed from this AGREEMENT, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

12. Responsibility for Acts and Omissions

Each PARTY shall be responsible for the acts and omissions of its own officers, officials, employees, agents, and contractors to the extent provided by law. Nothing in this AGREEMENT is intended to create any rights in favor of third parties or expand either PARTY's liability beyond that provided under applicable law.

13. Informal Dispute Resolution

In the event of a dispute arising under this AGREEMENT, the PARTIES shall first attempt in good faith to resolve the matter through informal discussions between designated management representatives prior to pursuing other remedies available by law.

14. Mutual Indemnification

Neither RTC nor any of its officers and employees are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless RTC and all of its officers and

employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY under this AGREEMENT.

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

16. Authorization

RTC and CITY represent and warrant that each is a duly organized and existing public agency under the laws of the State of California and has the authority to enter into and perform this AGREEMENT.

Each person executing this AGREEMENT represents and warrants that he or she is duly authorized to execute this AGREEMENT on behalf of the PARTY for whom he or she signs.

SIGNATURES

CITY OF CAPITOLA	**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION**
By: _____	By: _____
Jamie Goldstein, City Manager	Sarah Christensen, Executive Director
Date: _____	Date: _____
APPROVED AS TO FORM	**APPROVED AS TO FORM**
By: _____	By: _____
City Counsel	SCCRTC Counsel
Date: _____	Date: _____

EXHIBIT A

SCOPE OF WORK - CAPITOLA TRESTLE RAILWAY BRIDGE PLANNING AND FEASIBILITY SEISMIC ASSESSMENT

The existing Capitola Trestle Railway Bridge is located along the Santa Cruz Branch Rail Line (SBRL) at MP 15.89 over Wharf Road, Soquel Creek, Riverview Ave and Capitola Ave, between 47th Ave and Monterey Ave. The existing structure is comprised of 5 distinct frames, each consisting of a different superstructure type. It has a multi-span wooden trestle combined with a three span precast concrete box approach on the east end, a cast-in-place concrete tub girder combined with a multi-span wooden trestle approach on the west end, and a large wrought iron truss main span bridge over Soquel Creek. SCCRTC is studying the possible placement of a pedestrian pathway on the existing bridge and had a conceptual repurposing study performed by RailPros in 2021. The RailPros study considered direct conversion to trail use of the entire length of structure considering service and strength limit states as well as an initial condition assessment. The RailPros study did not consider seismic loading and noted that a seismic assessment still needed to be performed. SCCRTC would like to perform a preliminary repurposing seismic assessment to continue to develop the potential design and construction costs associated with potential future pedestrian and bicycle use, if such use is later directed by the SCCRTC. This seismic assessment will build upon the study conducted by RailPros and will not include a service and strength assessment. This seismic assessment will include an updated existing condition assessment, and a seismic assessment which has not previously been conducted. The seismic assessment shall be based upon Caltrans seismic retrofit requirements. This assessment will also include recommendations and probable construction costs for repair, retrofit and seismic isolation options for each portion of the structure.

TASK 1. PROJECT MANAGEMENT

Mark Thomas will provide general project management activities and coordination with the RTC throughout the project. This includes preparing contract paperwork, and emails, and participating in project meetings as necessary to manage the project. Management activities also include financial tracking and preparation of progress reports. The project is anticipated to last four months from NTP to submittal of final technical memorandum.

TASK 2. EXISTING BRIDGE DATA GATHERING

Task 2.1. Existing Bridge Data Gathering

Mark Thomas will review existing structure as-builts and UPRR standard plans. Mark Thomas will also review previous reports and inspection documents. Mark Thomas will also perform a site visit to review the existing bridge, confirming as-built span and frame types and configurations and attempt to determine probable foundation types where visible. The site visit will also look for potential seismic vulnerabilities.

Task 2.2. Existing Bridge Condition Assessment

Mark Thomas will inspect the bridge to confirm the condition of the existing bridge based upon the condition findings from the RailPros 2021 condition assessment. The site visit will review the existing bridge condition and note major

repair tasks observed. The existing condition assessment will be based upon the visual review of the accessible and/or viewable structure, supplemented with a sampling of tactile measurements where readily accessible. The overall structure condition assessment shall be made based upon the RailPros 2021 condition assessment, visual observations and a sampling of readings that will be extrapolated over the entire structure.

MP 15.89a PC/PS Concrete Box Girder: The precast prestressed box approach spans on the east approach will be inspected for any visibly noticeable deterioration. The inspection will consist of a visual inspection of the soffit of the bridge along with the steel and concrete bents and concrete abutment. This will be performed with the naked eye and binoculars. Some soundings of the accessible concrete will also be performed. The top of the bridge deck will also be visually inspected where visible. Any deterioration noted during this process will be included in the final report.

MP 15.89b and 15.89d Timber Trestle: The timber trestles through Capitola and to the west of Soquel Creek have been reviewed multiple times over the last couple of decades with each subsequent report stating wood rot is progressing. RailPros' 2021 review of these portions of the structure estimated that 30%-40% of the posts need replacement. The proposed review of this portion of the structure includes an inspection and non-destructive testing (soundings) of the bridge components that are accessible from the ground. Components that are above reach from the ground will be visually inspected with naked eye and binoculars. Component sizes will also be measured during the inspection to determine the costs of replacement. Upon completion of the ground inspection, the team will relocate to the top of the structure for further inspection, non-destructive testing, and measuring. The results of the inspection will be used to estimate the current level of deterioration and potential post replacement accounting for previously performed inspections.

MP 15.89c Wrought Iron Truss: The main span wrought iron truss will be visually inspected from the creek banks using both naked eye and binoculars. The bridge deck will be walked for a visual inspection. Any deterioration noted during this process will be included in the final report, however a detailed inspection of the wrought iron truss will not be performed, and a detailed inspection of fracture critical elements will not be conducted.

MP 15.89e CIP PT U-Girder: The cast-in-place concrete tub girder approach span on the west approach will be inspected for any visibly noticeable deterioration. The inspection will consist of a visual inspection of the soffit of the bridge along with the concrete bent and concrete abutment. This will be performed with the naked eye and binoculars. Some soundings of the accessible concrete will also be performed. The top of the bridge deck will also be visually inspected. Both ends of this span rest on concrete piers which too will be inspected where visible. Any deterioration noted during this process will be included in the final report.

The existing bridge inspection will be limited to a total of 2 days of inspection by a single inspection party consisting of a senior inspector and junior inspector and will be tailored accordingly during the inspection to fit within the confines that time frame. Inspection will also be conducted from accessible areas without the aid of any additional equipment with the exception of the use of binoculars. Inspection findings will be extrapolated to the entire structure with the aid of the inspection findings from the RailPros 2021 condition assessment.

Task 2.3. Preliminary Geotechnical Seismic Assessment

Crawford will perform a preliminary geotechnical seismic assessment of the existing structure with the primary objective to identify and assess the potential for seismic hazards. Crawford will review available existing boring data and laboratory test data presented in previously completed reports from nearby structures to evaluate and analyze the geotechnical project elements identified above. Crawford will use published correlations based on existing data to identify potentially liquefiable soil layers and associated secondary seismic effects.

Task 2.4. Geotechnical Field Investigation

Crawford will perform a limited field investigation at critical support locations using CPT explorations to collect continuous soil data for a preliminary liquefaction evaluation. This will include CPT coordination, obtaining permits and marking for USA, subsurface exploration of up to 4 CPT explorations to 100 ft max depth or refusal and engineering analysis to evaluate the liquefaction potential at the completed exploration locations.

TASK 3. EXISTING BRIDGE SEISMIC VULNERABILITY REVIEW

Mark Thomas will perform a seismic vulnerability review of the existing structure to build upon the Condition Assessment performed by RailPros in their 2021 report. The RailPros 2021 assessment reviewed the existing structure service and strength capacities, however it noted that no seismic considerations were performed as a part of that assessment and that an additional seismic assessment was required.

Task 3.1. Caltrans Seismic Vulnerability Review

Mark Thomas will perform a planning-level seismic vulnerability review of the existing structure using applicable Caltrans seismic criteria as a reference framework. The review will be based upon Caltrans seismic retrofit procedures and requirements specified in Memo To Designers 20-4 and Caltrans Seismic Design Criteria version 2.1, and the Caltrans Seismic Design Specification for Steel Bridges 2nd edition as applicable. The review will review as-builts, the existing structure in the field, and the preliminary geotechnical assessment performed by Crawford to look for potential seismic vulnerabilities. No analysis will be conducted as a part of this assessment.

Task 3.2. MP 15.89c Wrought Iron Truss Assessment

Mark Thomas will provide SCCRTC with alternatives for the potential seismic retrofit or seismic isolation of the existing main span wrought iron truss, MP 15.89c. Seismic retrofit or seismic isolation of the wrought iron truss is anticipated based upon the existing structure type and material type. Seismic retrofit or seismic isolation alternatives will be limited to 2 options including: retrofitting through member and connection strengthening or replacement, or seismic isolating through the use of a steel girder over the existing truss. In addition to reuse, one replacement alternative will be considered through the use of a prefabricated steel truss bridge. These alternatives will also be discussed for their ability to be returned to rail use or shifted to a new alignment at a future date. Alternatives will be presented through the use of figures, photos of similar structures, and exhibits. Construction costs will be based upon similar structure construction costs and square footage cost per structure type.

Alternatives to be considered:

- Seismic Retrofit of Existing Truss
- Seismic Isolation through use of Steel I Girder
- Replacement with Prefabricated Steel Truss Bridge

Task 3.3. MP 15.89b and 15.89d Timber Trestle Assessment

Mark Thomas will provide SCCRTC with alternatives for the potential repair or member replacement of the existing timber trestle spans both to the east and west of the existing main span over Soquel Creek, MP 15.89b and 15.89d. Complete replacement of the timber trestle in kind is anticipated to be a cost effective long term option based upon the high percentage of posts that are anticipated to be recommended for replacement as identified in the RailPros 2021 inspection reports. One alternative for a replacement structure will also be considered assuming the use of steel I girders. Alternatives will also be discussed for their ability to be returned to rail use or shifted to a new alignment at a future date. Alternatives will be presented through the use of figures, photos of similar structures, and exhibits.

Construction costs will be based upon similar structure construction costs and square footage cost per structure type. Mark Thomas will include a basic life cycle cost analysis for the different alternatives compared to the existing timber trestle repair alternative.

Alternatives to be considered:

- Member Repair & Replacement
- Trestle Complete Replacement in Kind (with timber)
- Trestle Complete Replacement with steel I girders

TASK 4. PLANNING AND FEASIBILITY MEMORANDUM

Task 4.1. Planning and Feasibility Memorandum

Mark Thomas will prepare a planning and feasibility study memorandum summarizing the existing condition assessment findings, existing bridge seismic vulnerability review, and existing structure repair and seismic retrofit alternatives. The memorandum will explain how the findings and recommendations build on, advance, modify or supersede the 2021 RailPros Capitola Railroad Bridge – Repurposing Conceptual Study, including its prior conclusions regarding pedestrian/bicycle feasibility, existing condition, and recommended additional work, and will provide guidance on potential next steps. The memorandum will also include potential design and construction costs, project scheduling and project requirements such as environmental, geotechnical and historical studies and investigations that may be required if the existing Capitola Trestle was repurposed for pedestrian use.

Task 4.2. Presentation

Mark Thomas will prepare a presentation summarizing the findings of the Seismic Assessment and present to the Capitola City Council the findings of the Seismic Assessment.

DELIVERABLES

- Evaluation Planning and Feasibility Memorandum
- Alternatives and Cost Summary Matrix
- Presentation Slides for Capitola City Council Presentation
- One Presentation to Capitola City Council

Overall Assumptions:

- *One round of review by SCCRTC and its representatives shall be addressed per task.*