

PARKS AND RECREATION COMMISSION

Regular Meeting (virtual)

June 7, 2021, 7:00 p.m.- 9:00 p.m.

Public Participation Guidelines

Based on guidance from the California Department of Public Health, the California Governor's Office, and Santa Cruz County Health Officer, in order to minimize the spread of the COVID-19 virus, please do the following:

- The public may conference into the meeting via Zoom using the info below:

Zoom Meeting link

<https://zoom.us/j/3689630872?pwd=aGR4eEFySDNtMkFnbkE0aUx5OXhEQT09>

Meeting information

Meeting ID: 368 963 0872

Passcode: 790501

Calling in – audio only

1 (669) 900 6833 US (San Jose)

- Once in the meeting, ensure your microphone is muted when you are not speaking.
- If disruptive sound is coming from your device/phone line, the moderator will mute your device and you will have to unmute yourself to participate.
- You will NOT be able to attend the meeting in person as per Governor Newsom's Executive Order N-29-20 and N-25-20.
- RELATED CORRESPONDENCE: Written comments may also be sent to the Parks & Recreation Commission in care of Jennifer Mead, County Parks Secretary, either by Email or U.S Mail. Please include the agenda item number.

Email: jennifer.mead@santacruzcounty.us

Call: (831) 454-7905

U.S. Mail:

Parks & Recreation Commission

c/o Jennifer Mead

979 17th Avenue

Santa Cruz, CA 95062

(AGENDA to follow)



County of Santa Cruz

DEPARTMENT OF PARKS, OPEN SPACE & CULTURAL SERVICES

979 17TH AVENUE, SANTA CRUZ, CA 95062

(831) 454-7901 FAX: (831) 454-7940 TDD/TTY: call 711

JEFF GAFFNEY
DIRECTOR

PARKS AND RECREATION COMMISSION AGENDA

Monday, June 7, 2021

7:00pm – 9:00pm

Regular Meeting (virtual)

Join Zoom Meeting – <https://zoom.us/j/3689630872?pwd=aGR4eEFySDNtMkFnbkE0aUx5OXhEQT09>

Zoom Meeting

Meeting ID: 368 963 0872

Passcode: 790501

I. CALL TO ORDER / ROLL CALL

II. AGENDA MODIFICATIONS

III. ORAL COMMUNICATIONS

Opportunity for persons to address the Commission on matters which are within the scope of responsibility of the Commission or on today's Agenda. Presentations must not exceed three (3) minutes in length, and individuals may speak only once during Oral Communications. Commissioners will not take actions or respond immediately to any public communications presented regarding topics not on the Agenda but may choose to follow up later, either later, or on a subsequent Commission Agenda.

IV. CONSENT AGENDA

- a. Approve minutes from April 5, 2021.....Page 3-4
- b. Consider Reports:
 - 1. Maintenance Section Report.....Page 5-6
 - 2. Planning Section Report.....Page 7-8
 - 3. Volunteer Section Report.....Page 9-12

V. COMMISSIONER REPORTS

VI. DIRECTOR'S REPORT

VII. REGULAR AGENDA – Information Items

- a. Presentation from Will Fourt on mitigation plantings at Anna Jean Cummings (Pages 13 – 51)
- b. Presentation from Sven Stafford on the County Operational Plan
- c. Updates from County Park Friends
- d. Presentation from Todd Marco about the Nisene Rio Gateway
- e. Update on outreach to the public about County Park rules

VIII. REGULAR AGENDA – Action Items (none)

IX. NEXT MEETING: Monday, August 2, 2021, 7:00-9:00 p.m.
Virtual Meeting via Zoom

X. WRITTEN CORRESPONDENCE LISTING (Page 52)

XI. ADJOURNMENT



County of Santa Cruz

DEPARTMENT OF PARKS, OPEN SPACE & CULTURAL SERVICES

979 17TH AVENUE, SANTA CRUZ, CA 95062

(831) 454-7901 FAX: (831) 454-7940

JEFF GAFFNEY
DIRECTOR

PARKS & RECREATION COMMISSION Minutes of April 5, 2021, 7:00 p.m. Regular Meeting Virtual via Zoom

I. ROLL CALL

Present: Jim Rapoza, Maggie Duncan-Merrell, Kate Minott, Steven Bennett
Staff: Jeff Gaffney, Rebecca Hurley, Jennifer Mead
Members of the public present: 5

II. AGENDA MODIFICATIONS (none)

III. ORAL COMMUNICATIONS

1. Becky Steinbruner Subject: Expressed concerned over drainage easement for Aptos Village project in Aptos Village Park.
2. Jean Brocklebank Subject: Suggestion to allow for more time for people to speak if there are only 1 or 2 people that have public comment.

IV. CONSENT AGENDA

Motion: Minutes & reports approved (Rapoza/Bennett 4/0)

V. COMMISSIONER REPORTS

Rapoza 5th District: Compliment staff on Felton Covered Bridge parks, it looks good and is getting a lot of use. The area down by the river has been cleaned up and is helping with homeless issues down there. I want to thank the SLV Rotary and Friends of the Felton Library for their work at the Felton Discovery park. I encourage everyone to visit the park, it's a short walk and it is very nice.

Minott 2nd District: People are very excited about the sports fields that are getting ready for organized sports again. Director Gaffney and Supervisor Friend had a great meeting with the Seacliff Improvement Association about Seacliff Village park, and informed the group about possible fundraising goals for the park. I wanted to check in about Jean Andersen at Seascape who's family built doggie bag kiosks. It would be nice for the department to send a thank you letter. Would like Aptos Village park discussion to be an agenda item in June.

Bennett 4th District: The fence was fixed at Mesa, thank you. The fence at Aldridge looks good, not in my district but close. The City is getting back to opening their programs.

Duncan-Merrell 3rd District: West Cliff Food Truck summer series has begun. The 3rd Friday at Steamer Lane, 2nd Friday in October. Also, West Cliff outdoor market at Steamers happening throughout the summer. Summer registration starts on May 1st and mailer will go as well. Many of the parks in the city limits are used by people in the entire county and I will continue to update on city parks to keep everyone informed.

VI. DIRECTOR'S REPORT

- We are in Orange Tier status – in person meetings will be allowed soon with restrictions.
- Digital Activity Guide will be ready by the end of April.
- Launched a social distanced St. Patrick's Day event and staff is planning a Spring Rock Scavenger hunt.
- Updating our website – please check it out.
- Bringing back Junior and Little Guards programs this summer.
- Staff & consultants started planning for Hidden Beach restroom construction.
- Prop 68 grant for Chanticleer was submitted.
- Park Impact fees changes we discussed in February will be heading to the Planning Commission, Board of Supervisors, and Coastal Commission.

VII. REGULAR AGENDA – Info Items

- a. Director Gaffney presented a Proclamation to Mariah Roberts thanking her for years of service on the Commission and in the community
- b. Presentation was given from County Park Friends
- c. Commissioners discussed changes in park etiquette and the need for rule enforcement and a public service announcement restating the rules in parks
 - i. Director Gaffney is meeting regularly with city park Directors to discuss issues within the park systems. Items to be addressed: Unpermitted encampment, trash on beaches, dogs, fire pits, sound violations, increased visitation beyond park capacity, homelessness, and natural resource damage.

VIII. REGULAR AGENDA – Action Items

- a. The Cabrillo Host Lions shared stories of Aptos Village Park and the inception of the community building at the park.

Motion: Direct Commission Chair to work with staff to issue a Certificate of Appreciation for the Cabrillo Host Lions in recognition of their 60 Years Of Service to the community (Bennett/Rapoza 4/0)
- b. Elect Chair and Vice Chair

Commissioner Rapoza nominated Commissioner Bennett for Chair (Rapoza/ Duncan-Merrell 3/0)

Commissioner Duncan-Merrell nominated Commissioner Rapoza for Vice Chair (Duncan-Merrell/Bennett 4/0)

IX. WRITTEN CORRESPONDENCE LISTING

- X. ADJOURNMENT** – Meeting adjourned at 8:44 p.m.



JEFF GAFFNEY
DIRECTOR

County of Santa Cruz

DEPARTMENT OF PARKS, OPEN SPACE & CULTURAL SERVICES

979 17TH AVENUE, SANTA CRUZ, CA 95062
(831) 454-7901 FAX: (831) 454-7940

Date: May 28, 2021
To: Parks and Recreation Commission
From: Rebecca Hurley, Parks Superintendent
Subject: Maintenance Section Report

North County

- Work to prevent illegal motorcycle/wood harvesting at the Miller Property.
- Repaired major water leaks at Highlands, Ben Lomond Dam, Michael Grey, and Anna Jean Cummings Parks.
- Repainted the parking lot at Greyhound Rock and performed some much needed tree maintenance.
- Installed fence along river at Ben Lomond Dam.
- High Weed mowing for fire protection at Moran Lake, Anna Jean Cummings Parks and Quail Hollow.
- Removed hazardous trees at Highlands, 701 Ocean Street campus and Felton Covered Bridge.
- Ongoing sports field maintenance.
- Worked with County Court staff and General Services Department to update the planter boxes and perform some clean up of the atrium located between the Government Building and the Courthouse.
- Repairs to some plumbing components at the restrooms and masonry repairs to the pergola at Anna Jean Cummings Park.

South County

- High weed mowing at Seascapes, Farm Park, Pinto Lake Disk Golf Course.
- Engineered wood fiber safety surfacing (EWF) refreshed at all playgrounds containing EWF.
- Vegetation management at Burt Scott Estate for fuel reduction.
- Polo Grounds Bike Park rebuilt by volunteers and Park maintenance staff enhanced interface of bike park by adding viewing area and perimeter split rail fence.

- Front Garden clean up at County offices at the Freedom Annex
- Worked with Disc Golf volunteers at Pinto Lake Park to install 18 new disc golf baskets on the course.
- Interior and exterior maintenance of the Valencia Hall facility in preparation of increased reservations throughout the summer.

Mid County / Swim Center

- High weed mowing at Brommer, Felt Street and Jose Avenue Parks.
- Repairs to the play structure at Jose Avenue Park.
- Repairs to Chlorine generator and replacement of the water softener at Simpkins Family Swim Center.
- Pool maintenance day conducted on Monday 5/24 to help dump water and fill with fresh water to help bring down the total dissolved solids (TDS) in the 50M pool at Simpkins Family Swim Center.



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JEFF GAFFNEY
DIRECTOR

Date: May 28, 2021
To: Parks and Recreation Commission
From: Will Fourt and Michael Hettenhausen, Park Planners
Subject: Planning Section Status Report

Chanticleer Park: Staff submitted supplemental information needed for the application for Prop 68 Statewide Park Program grant application for Chanticleer Park Expansion and development of Phase 2 at the park.

Heart of Soquel Phase 2 & 3

Construction of the new trail and restoration landscaping is complete and the trail is open. Staff has been working with the contractor on project close-out.

Hidden Beach

Parks Department Planning staff are working with County Procurement staff to facilitate purchasing a new play structure to replace the existing play structure. Also, the Parks Department's design consultant is continuing preparation of 30% design drawings for a new permanent restroom.

Greyhound Rock

Parks Department staff continues to work with staff from the state Coastal Conservancy, state Wildlife Conservation Board, and state Department of Fish and Wildlife on a grant application for planning and development of minimalist overnight accommodations and indoor programming facilities at the park.

Live Oak Library Annex

Parks Department staff is participating on the Technical Advisory Group with County Department of Public Works and Library staff as well as an architectural firm to produce interior and exterior design plans for the Live Oak Library Annex, proposed for construction along the north wall of the Simpkins Family Swim Center. The architectural firm is finalizing the County permit applications.

Farm Future Phase 2

Parks Department Planning staff and consultants are working on preparing a Master Plan Amendment Application to include a bike pump/jump track as an additional alternative feature and revise the development permit expiration date. The MPAA will be submitted to the County Planning for review and consideration. Planning staff submitted a grant application for the Statewide Park Program for funding to complete implementation of Phase 2.

Park Dedication In-Lieu Fees and Park Impact Fees Update

Staff presented proposed updates to the existing park dedication in-lieu fee program to the Parks Commission, and at a Planning Commission hearing. The proposed updates have undergone minor revisions based on input from County Planning and the California Coastal Commission, and staff has prepared materials for two hearings with the Board of Supervisors.

North Coast Multi-Agency Coordinating Committee

Parks staff is preparing a state Coastal Conservancy grant application to prepare a North Coast Facilities and Management Plan, which would consolidate all the various federal, state, and local government agencies' planning and capital improvement plan documents into one comprehensive document. The state grant would fund the hiring of a consultant to review existing documents, facilitate stakeholder meetings, and produce a regional planning document.



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JEFF GAFFNEY
DIRECTOR

Date: May 28, 2021
To: Parks and Recreation Commission
From: Margaret Ingraham, Volunteer Program Coordinator
Subject: Volunteer Program Report

Anna Jean Cummings Park

Meta Rhodes, one of our independent volunteers has now finished with painting the lower restrooms and is currently working on the picnic area pergola structure. AJ is going to look so fresh and clean!

The Hook

Supervisor Koenig, his Analyst's, Kristina Glavis and Amy Miyakusu and volunteer, Tyler Fox spent a morning at the Hook removing invasive Morning Glory's from a fence. They plan to continue the work in this area to make it more appealing and useable.



BEFORE



DURING



DURING



AFTER

Felton Discovery Park

The April 3rd and May 1st Community Volunteer days were a success with a total of 19 members showing up to help keep the park beautiful. The focus was weeding the pollinator garden and removing invasive blackberries from other areas of the park. The next community volunteer day is schedule for June 5th from 10:00 – 12:00.

Quail Hollow Ranch

The Bird Nest Box volunteers have volunteered over 90 hours so far since the start of their season.

The Broom Bash volunteer group (French Broom removal) volunteers lead by Linda Brodman meet every Thursday from 10:00 am – 1:00 pm to venture out into the park and remove the invasive French Broom.

The volunteer trail crew was recognized at the Board of Supervisor Volunteer Recognition event last month. The crew is dedicated to keeping the trails at Quail Hollow safe and accessible!

Volunteer Ralph Miljanich continues to work on the grounds at the front of the Quail Hollow ranch house. He created an additional brick walkway along the side of the house, has spread mulch in the front garden and cleaned up some debris piles.

Volunteers, Richard and Kathy James and Jim Bahn spend weekends and some weekday afternoons at the house. They set up their camp chairs outside and are available to the folks who visit the park to answer questions and are the welcoming committee to visitors. We appreciate their presence in the Park and look forward to when we can open the visitor center again to the public.

We are in the process of training 2 new docents for the park to help with hosting at the visitor center. They are Janet and Jared and we look forward to them being trained and then taking some shifts at the park.

Pinto Lake County Park

The disc golf course volunteers have been working very hard to keep the course playable. They have put in over 200 hours in the last 2 months.

AmeriCorps

Please welcome AmeriCorps Team Blue 1. They will arrive on Monday, May 31 and will be housed at our Pinto Lake County park house. They will spend the majority of their time doing habitat restoration and infrastructure improvements at the Pinto Lake County Park. Aniko Milan, Park and Program Specialist for County Parks Friends will be leading the team on the projects. The team will also be helping with the Labyrinth project at the Felt Street Park.

CONTACT US
 AmeriCorps NCCC
 Pacific Region
 3427 Laurel St.
 McClellan, CA 95652
www.AmeriCorps.gov



Team Leader
Katerina Trapp
"Kat"
 (she/her)
 24years old
 Born in Orel,
 Russia, but raised
 in Richmond, VA



BLUE 1
 THE MISSION OF AMERICORPS
 NCCC IS TO STRENGTHEN
 COMMUNITIES AND DEVELOP
 LEADERS THROUGH DIRECT,
 TEAM BASED DIRECT
 NATIONAL AND COMMUNITY
 SERVICE

Dietary Restrictions:
 2 Vegetarians
 1 pescatarian
 1 Allergic to strawberries
 1 Peanut allergy

Shirt Sizes:
 3 Mediums
 4 Larges
 1 2XL

Unit Leader Masa Sugie:
msugie@cns.gov
 (202)640-0322





Sabri Williams
 (she/her)
 22 years old from
 Lexington, KY
 LAA Rep



Taylor Pettey
 (she/her)
 19 years old from
 Fall River, MA
 VST





Evie Giles
 (they/them)
 22 years old from
 Charleston, SC
 ATL | HAWC



Marcus Sanchez
 (he/him)
 19 years old from
 Hobbs, NM
 Media Rep



Connor Ilgenfritz
 (he/him)
 23 Years old from
 Allentown, PA
 Recruiter



Zach Johnson
 (he/him)
 23 years old from
 San Jose, CA
 SLI

Interns

The Parks Department has several interns working with staff on projects.

We have:

2 Programming and Environmental Policy Interns

2 Community Engagement Interns

1 Fiscal/Admin Intern

1 Senior Engagement Intern

And 3 volunteer photographers out there taking pictures of our Parks for us!



County of Santa Cruz

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JEFF GAFFNEY
DIRECTOR

Parks and Recreation Commission
County of Santa Cruz
979 17th Avenue
Santa Cruz CA 95062

Subject: Agreement with Regional Transportation Commission for Off-Site Mitigation Plantings at Anna Jean Cummings County Park & Future Natural Resource Management Planning

Meeting Date: June 7, 2021

Dear Commissioners,

Please see the following agenda item approved by the Board of Supervisors on May 25, 2021. Staff will provide a brief presentation related to this item for your information at the Parks and Recreation Commission meeting on June 7, 2021.

Sincerely,

Jeff Gaffney
Parks Director

Attachments:

- a. Board agenda packet materials for May 25, 2021, item #30



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Parks, Open Space & Cultural Services
(831) 454-7901

Subject: RTC Agreement for Off-Site Mitigation Plantings at AJC park

Meeting Date: May 25, 2021

Recommended Action(s):

- 1) Approve the Agreement for Off-Site Mitigation Plantings at Anna Jean Cummings County Park between County of Santa Cruz and the Santa Cruz County Regional Transportation Commission; and
- 2) Authorize the Parks Director to sign the agreement; and
- 3) Authorize the Parks Director to approve amendments to the agreement that do not impose additional obligations on the County or increase cost payable to the County.

Executive Summary

The Santa Cruz County Regional Transportation Commission is preparing for construction of the Highway 1, 41st Avenue to Soquel Auxiliary Lanes project. The attached Agreement for completion of off-site mitigation plantings will enable the County Parks Department to support the project by implementing compensatory mitigation requirements for the Santa Cruz County Regional Transportation Commission.

Background

The Santa Cruz County Regional Transportation Commission's (SCCRTC) Highway 1, 41st Avenue to Soquel Auxiliary Lanes project requires compensatory mitigation measures including establishment of new riparian habitat and establishment of replacement trees to compensate for lost acreage of riparian habitat and trees removed.

The County Parks Department owns and manages Anna Jean Cummings Park, which is an ideal location to establish new riparian vegetation and to plant the necessary number of replacement trees.

Analysis

Under the agreement, the County Parks Department will perform the mitigation work, including planting 168 trees at Anna Jean Cummings Park, and providing maintenance and monitoring of the plantings for 5 years. This agreement for implementing mitigation requirements serves two primary goals. First, it allows the SCCRTC to move forward with the Highway 1, 41st Avenue to Soquel Auxiliary Lanes project by providing means to implement the mitigation requirements. Second, it furthers the County Parks

Department's goals of conducting stewardship and enhancing natural resources and open spaces in the County Parks system. The agreement achieves this second goal through a new partnership and funds that will allow protection and enhancement of one identified riparian corridor at Anna Jean Cummings Park, and through a five-year annual fixed fee from the SCCRTC to County Parks that will be used for natural resource management.

The County will be directly reimbursed by the RTC for all costs associated with the Agreement related to implementing mitigation requirements. The RTC will sign the Agreement following the approval by the County Board of Supervisors.

The project is in accordance with Parks Strategic Plan Objectives 2.5 (Partnerships), 4.1 (Resource Management), 4.5 (Natural Resources and Open Space Management).

Financial Impact

This revenue agreement for an amount not to exceed \$678,768 will reimburse the County Parks Department for all costs associated with implementing the mitigation requirements, as well as provide \$200,000 over five years for natural resource management.

Strategic Plan Element(s)

- 3.A (Reliable Transportation: Regional Mobility)
- 4.B (Sustainable Environment: Natural Resources)
- 6.C (Operational Excellence: County Infrastructure)

Submitted by:

Jeff Gaffney, Director of Parks, Open Spaces & Cultural Services

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a ADM29 Agreement 21R0297
- b Agreement 21R0297 RTC

Report SCZCM1000: County Form ADM-29

Contract No. 21R0297

Contractor V124240 SANTA CRUZ CO REGIONAL

Type	RV	Revenue Agreement		
Manager	W FOURT	Security Code	1349	POSCS-OVERSIGHT
Original Amount	Amendment Total	Current Maximum Total	Contingency Amt	Encumbrance Total
\$678,768.00	\$0.00	\$678,768.00	\$0.00	\$0.00
Administrator	CAL Sec REVENUE Revenue Agreement			

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the POSCS-OVERSIGHT and SANTA CRUZ CO REGIONAL TRANSPORTATION.

The agreement will provide AJC OFF-SITE PLANTING AND MITIGATION PROJECT

Period of agreement is from 5/25/2021 to 12/31/2027.

Anticipated Cost is \$678,768.00.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account/Description	Qnty	Units	Price	Extd Amt
1	2021	GL 134984 - 42372 / JL RP0015 - RJ6	1	EA	\$678,768.00	\$678,768.00
AJC OFF-SITE PLANTING AND MITIGATION PROJECT						

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
04/29/21 13:32:18	PRC035	Emilia Gamboa	Contract Initiator	Self-Approved	Accepted
04/29/21 16:41:42	AUD123	Brian Howard	Departmental Manager	Appropriations Are Available	Accepted
05/14/21 15:06:39	PRC035	Emilia Gamboa	Contract Initiator	Self-Approved	Accepted
05/18/21 9:16:32	AUD123	Brian Howard	Departmental Manager	Appropriations Are Available	Accepted
05/19/21 7:35:56	CAO062	Erich Friedrich	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
	CBD023	Christine Berge	Deputy Clerk	Certification of BOS Approval of Contract	Pending

 THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS
 CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM29 Agreement 21R0297 (10503 : RTC Agreement for Off-Site Mitigation Plantings at AJC park)

AGREEMENT BETWEEN THE COUNTY OF SANTA CRUZ DEPARTMENT OF PARKS, OPEN SPACE AND CULTURAL SERVICES AND THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (RTC) FOR MITIGATION FUNDING FOR THE OFF-SITE PLANTING AND MITIGATION AT ANNA JEAN CUMMINGS COUNTY PARK

This Agreement (“Agreement”) dated _____, 20____ (“Effective Date”), is by and between the County of Santa Cruz Parks, Open Space and Cultural Services Department (“COUNTY”) and the Santa Cruz County Regional Transportation Commission (“RTC”). COUNTY and RTC are sometimes referred to herein individually as “Party” or collectively as “Parties.”

RECITALS:

1. County of Santa Cruz (hereinafter “COUNTY”) is the owner of various properties, including Anna Jean Cummings County Park (“AJC”) (collectively, “Properties”), that have been identified as a suitable habitat for the off-site mitigation of planting 168 trees and to establish 0.79 acres of riparian habitat (the “AJC OFF-SITE PLANTING AND MITIGATION PROJECT”), described in more detail in the attached Exhibit “D,” which is incorporated herein by this reference.
2. COUNTY developed the conceptual planting plan depicted in Exhibit “A,” and related Riparian Revegetation Monitoring, Maintenance and Reporting Plan in Exhibit “D” (“Mitigation Plan”) for the benefit of RTC and for submission to California Department of Fish and Wildlife (CDFW) as part of Streambed Alteration Agreement 1600-2020-0241-R3.
3. The purpose of the AJC OFF-SITE PLANTING & MITIGATION PROJECT is to mitigate the possible environmental impacts of RTC’s Highway 1 41st Avenue to Soquel Auxiliary Lanes Project and to meet its permit and mitigation requirements as required by the California Department of Fish and Wildlife (CDFW). The areas of off-site mitigation and preliminary cost estimates are shown in Exhibits “A” and “B.”
4. The purpose of this Agreement is to delineate specific responsibilities of each Party hereto in regard to the AJC OFF-SITE PLANTING AND MITIGATION PROJECT, and to ensure adequate compensation for the COUNTY for services it has provided, or will provide, to RTC in relation to that project. This Agreement may be amended for any costs or tasks incurred as a result of, or related to, this mitigation project that are not currently included in the Agreement.

WHEREFORE, the Parties mutually agree as follows:

SECTION I – RTC Responsibilities

RTC will perform or undertake the following responsibilities in relation to the AJC OFF-SITE PLANTING AND MITIGATION PROJECT:

- A. Compensation of County.

RTC will compensate COUNTY for all activities performed or undertaken on behalf or for the benefit, or at the direction, of RTC as part of or in relation to the AJC OFF-SITE PLANTING AND MITIGATION PROJECT in the following manner:

1. Total RTC Contribution. RTC's compensation of COUNTY shall not exceed \$678,768 ("NTE Amount"). The NTE Amount is comprised of those costs, fees, and payments specified in Section 2 below.
2. RTC shall compensate the COUNTY for the purchase, design, installation, irrigation, watering, mulching, fertilizing, monitoring, and reporting and associated direct expenses incurred as part of, as well as staff time and contract management costs incurred in connection with, the portions of work comprising the AJC OFF-SITE PLANTING & MITIGATION PROJECT as described in Exhibit "D" provided, however, that COUNTY shall not be required to perform any activities related to the AJC OFF-SITE PLANTING AND MITIGATION PROJECT if doing so would result in incurring costs that, in the aggregate, would exceed the NTE Amount. In the event that the NTE Amount is expended prior to the expiration of the Term of this Agreement, the COUNTY shall be excused from further performance hereunder, unless the Parties mutually agree to amend this Agreement to provide for additional compensation.

a. Reimbursement for Project Related Costs. RTC shall reimburse COUNTY for project-related costs on the basis of actual costs-plus fixed fee. RTC will reimburse the County for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by County in performance of the work associated with the AJC OFF-SITE PLANTING & MITIGATION PROJECT. An estimate of the COUNTY's costs to perform the AJC OFF-SITE PLANTING & MITIGATION PROJECT is included as the attached Exhibit "B". The COUNTY shall be reimbursed for its actual costs regardless of whether said cost is reflected on Exhibit "B." RTC will also reimburse the COUNTY for COUNTY's actual costs related to any subcontractors and consultants used by the COUNTY to complete the work required under this Agreement.

In the event that RTC determines that a change to the work from that specified in the Scope of Work (Exhibit "D") and Cost Estimate (Exhibit "B") of this Agreement is necessary, the actual costs reimbursable by RTC to COUNTY shall be adjusted by a written amendment to this Agreement executed by the Parties prior to those costs being incurred by COUNTY. The maximum total cost as specified in Section I(A)(1) shall not be exceeded for the work generally described in Exhibits "D" and "B," unless authorized by written amendment to this Agreement.

- i. Initial deposit. RTC will provide 10% of Project Related Costs (Section I.A.3) in the Amount (\$44,654) to the COUNTY upon RTC's issuing a Notice to Proceed to begin the AJC OFF-SITE PLANTING & MITIGATION PROJECT.
- b. Annual Fixed Fee for Services. As part of the NTE Amount, RTC shall pay the COUNTY a fixed fee of \$40,000 per year, for five (5) years, with the first installment due upon RTC's issuing a Notice to Proceed to begin the AJC OFF-SITE PLANTING & MITIGATION PROJECT and each subsequent amount due on July first of each subsequent calendar year during the Term of this Agreement. The purpose of this fee is to fund COUNTY activities related to the management of natural resources, open space, trails, cultural resources, and interpretive features including but not limited to the open space area at Anna Jean Cummings Park. These activities may include monitoring, research, studies, planning, public outreach, design, environmental review,

permitting, implementation and maintenance, as may be generally described in the attached Exhibit "C." These payments are included in the NTE Amount outlined above. Funds provided to County as part of this fixed annual fee will be deposited in a separate account for the sole use as described in this agreement..

- c. Reimbursement for Preparation of Mitigation Plan. RTC shall reimburse the County for staff time and consultant costs related to preparing the Mitigation Plan underlying this Agreement. This reimbursement shall be in the form of a single payment of \$32,234. This amount is included in the NTE Amount outlined above.
 - d. Failure of Plantings. RTC shall compensate COUNTY for its actual costs incurred related to any replantings resulting from planting failure/mortality that are necessary to comply with AJC OFF-SITE PLANTING & MITIGATION PROJECT ("Replantings"). If such Replantings require a monetary expenditure beyond those allocated in Section I(A)(1) above, or a period of performance beyond five (5) years from the date of planting installation, RTC shall negotiate with COUNTY an amendment to this Agreement to ensure COUNTY is compensated for its additional performance and related expenses, or else COUNTY shall be excused from obligations related to Replantings under this Agreement.
- B. Notice to Proceed. RTC shall provide COUNTY with a Notice to Proceed ("NTP") in order to commence COUNTY's obligations under Section II(A) hereinbelow.
- C. Invoicing. After receiving the Initial Deposit, the County will invoice the RTC quarterly for costs associated with the AJC OFF-SITE PLANTING & MITIGATION PROJECT up to the NTE Amount; payment will be made to the County on a reimbursement basis within 30 calendar days of RTC's receipt of invoices. Invoices must include the following information:
- i. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period by task.
 - ii. Itemized expenses incurred during the billing period, including but not limited to consultant costs and materials costs.
 - iii. Total invoice/payment requested, specifically noting the amount of retention, if any.
- D. Lead Agency. RTC will coordinate mitigation actions with Caltrans and the Federal Highway Administration, in RTC's role as lead agency for CEQA and NEPA, in terms of consistency of all mitigation actions and the environmental review documents and coverage of all mitigation actions by the approved environmental review documents.
- 1. Mitigation actions may include but are not limited to improvements on parkland to complete mitigation projects, irrigation and water tank installation, establishment of riparian woodland on existing grassland, installation of fencing, and any other actions or implications related to the mitigation planting requirements.
 - 2. Any inquiries regarding environmental review for the mitigation actions on parkland will be directed to the RTC, and the RTC will coordinate with the lead agencies for environmental review, as necessary. The RTC will be responsible for preparing or requesting lead agencies to prepare any necessary responses to the public or other agencies.

3. If the site fails to meet the mitigation performance criteria, RTC will be solely responsible for preparing, submitting, and carrying out work on an adaptive management plan or any other remediation actions required by CDFW, Caltrans, or other regulatory agencies.
- E. Permittee. RTC will be applicant and permittee and be responsible for fulfilling requirements of CDFW Streambed Alteration Agreement 1600-2020-0241-R3 (“CDFW Streambed Agreement”), including correspondence with CDFW; future amendments to CDFW Streambed Agreement, if any; and any fines or remedial requirements of California Department of Fish & Wildlife related to the CDFW Streambed Agreement.
 - F. Notice of Audit. RTC will provide timely notice to COUNTY if an audit is to be conducted related to the AJC OFF-SITE PLANTING & MITIGATION PROJECT.
 - G. Inspections. RTC will inspect and approve the AJC OFF-SITE PLANTING & MITIGATION PROJECT as follows:
 1. Inspect and approve AJC OFF-SITE PLANTING & MITIGATION PROJECT after notice from COUNTY that plantings are complete in accordance with Paragraph A of Section II.
 2. Periodically inspect Project Site during Monitoring Period to ensure achievement of success criteria, planting implementation and maintenance performance for the AJC OFF-SITE PLANTING & MITIGATION PROJECT as outlined in the portions of the final Mitigation and Monitoring Plan and the following regulatory permits issued for the PROJECT: California Department of Fish and Wildlife Permit No. 1600-2020-0241-R3.
 3. Notify COUNTY in writing of any deficiencies identified during initial and periodic inspections within two weeks of the date of the inspection when those deficiencies were identified.
 4. Perform final Project Site inspection and approval after notice from COUNTY that project maintenance, monitoring and reporting described in Paragraph A of Section II is complete.

Section II – County Responsibilities

COUNTY will perform or undertake the following responsibilities in relation to the AJC OFF-SITE PLANTING AND MITIGATION PROJECT:

- A. AJC OFF SITE PLANTING AND MITIGATION PROJECT. COUNTY will perform all work necessary to fully implement the AJC OFF-SITE PLANTING AND MITIGATION PROJECT. This period of performance shall extend for a period of five (5) years from installation of Plantings as described below.
 1. In furtherance of this obligation, COUNTY shall undertake the specific following activities as may be better described in Exhibits “D” and “B”:
 - a. Propose and identify a suitable site (“Project Site”) for the planting of a minimum of 168 trees (“Plantings”) as generally described in Exhibit “D.”
 - b. Perform maintenance and monitoring of Project Site in order to maintain Plantings for a period of five (5) years after installation of Plantings, as calculated from the final date when all Plantings are completed (“Monitoring Period”).
 - c. Plantings will be installed in the Fall (Q3-Q4)of 2022, when conditions are optimal for planting the specified trees; provided, however, that the COUNTY may, with concurrence of RTC, extend the date of installation of Plantings to Fall (Q3-Q4) of 2023 if environmental conditions are suboptimal for survival of Plantings, if material

unavailability (e.g., supply constraints on mature trees in nurseries) prohibit timely installation of Plantings, or if other circumstances arise that would prohibit efficient and effective performance of the AJC OFF-SITE PLANTING & MITIGATION PROJECT.

- d. Provide notice to RTC when Plantings are complete. The five (5) year monitoring period will commence upon notice from County to RTC that Plantings are completed.
2. AJC OFF-SITE PLANTING & MITIGATION PROJECT Maintenance, Monitoring, and Reporting. COUNTY will perform the following work necessary to provide maintenance, monitoring, and reporting of Plantings during the Monitoring Period as generally described in the Mitigation Plan:
 - a. Maintain the Project Site, consistent with the Mitigation Plan, during the Monitoring Period.
 - b. Monitor Plantings establishment and provide annual reports during the Monitoring Period.
 - c. Make best efforts to meet the success criteria, planting implementation and maintenance for the AJC OFF-SITE PLANTING & MITIGATION PROJECT as outlined in the portions of the final Mitigation Plan and CDFW Permit No. 1600-2020-0241-R3.
 - d. Provide final report to RTC of completion of maintenance, monitoring and reporting activities for the AJC OFF-SITE PLANTING & MITIGATION PROJECT at end of Monitoring Period.
 3. Post-Monitoring Period Activities. The COUNTY will not be responsible for any actions or remediation after expiration of the Monitoring Period without an amendment to the Agreement mutually agreed upon by the Parties.
 4. Annual Work Plan. Within ninety (90) days of execution of this Agreement, the County shall provide RTC with a proposed schedule of work for the following year, including but not limited to estimated timeframe for installation of Plantings. COUNTY shall provide RTC with a proposed schedule of work for each year during the Term of this Agreement by December 1 of the preceding year.
- B. Project Site Rejection. The COUNTY will not be responsible to implement a different site if the specific proposed mitigation site, identified in Exhibit "A," is not approved by CDFW. In such an event, RTC will compensate COUNTY for COUNTY's actual incurred costs to that date, plus the amount of the COUNTY's administrative costs specified in Section I(A)(4) hereinabove, and thereafter both Parties shall be excused from further performance under this Agreement.
 - C. Use of Subcontractors and Consultants. The COUNTY may use any subcontractors and consultants that are necessary, in COUNTY's sole discretion, to perform work necessary to complete the AJC OFF-SITE PLANTING AND MITIGATION PROJECT, and shall invoice RTC directly for the costs of any subcontractors.
 - D. Planting Mortality; Responsibility for Correction. The COUNTY is not financially responsible for, or responsible for correcting, any Planting mortality or damage due to fire, explosion, accident, drought, storm, hail, earthquake, embargo, disease, natural disasters, acts of God or criminal or tortious actions of persons not party to this Agreement. The COUNTY is not responsible for any Planting mortality or damage due to soil conditions, including but not limited to pathogens

present in the soil and soil composition. This clause is intended to be given the broadest possible reading, shall extend to secondary consequences of the aforementioned occurrences that may result in Planting failure, including but not limited to pathogenic spread and weakened root stability.

- E. Financial Constraints. COUNTY shall not be required to perform any activities related to the AJC OFF-SITE PLANTING AND MITIGATION PROJECT if such activities would cause the total cost incurred to the COUNTY to be in excess of the NTE Amount. COUNTY shall reasonably advise RTC once 85% of NTE Amount has been, or is about to be, expended. This clause specifically contemplates increased expenditures due to increases in the costs of materials or labor.
- F. Quarterly Progress Reporting. COUNTY will provide progress reports to RTC at least every three (3) months from the date of COUNTY's receipt of the initial payment pursuant to Section I(A)(2)(a) until completion of the Monitoring Period. Each such report shall detail the status of project plans and specifications, and status of the AJC OFF-SITE PLANTING & MITIGATION PROJECT. Reports shall show the estimated or actual dates to start and complete each phase of work, expenditures to-date, and the amount of funding remaining.
- G. Final Accounting. COUNTY will submit a final accounting summary to RTC regarding the OFF-SITE PLANTING & MITIGATION PROJECT within 60-days of expiration of Monitoring Period.
- H. Records. COUNTY will allow RTC to audit all expenditures relating to the AJC OFF-SITE PLANTING & MITIGATION PROJECT, including for the Monitoring Period.
- I. Limitation of Responsibility. COUNTY's obligations under this Agreement are only as expressly set forth in this Agreement. COUNTY has no other responsibilities for implementing the AJC OFF-SITE PLANTING & MITIGATION PROJECT or for ensuring that the AJC OFF-SITE PLANTING & MITIGATION PROJECT satisfies any mitigation or other requirement imposed by any public agency in connection with the AJC OFF-SITE PLANTING & MITIGATION PROJECT.

SECTION III – General Provisions

1. Amendments to Agreement

This Agreement may only be amended by the mutual consent of the Parties hereto, memorialized in writing and executed by the Parties' respective duly-authorized officers.

2. Mutual Indemnification.

Each Party hereto (hereafter, "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its officers, agents, employees and volunteers against any loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, excluding, however, attorney fees, arising from or relating to any negligent or wrongful acts of the Indemnifying Party, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with, this Agreement, but only in proportion to and to the extent such loss, cost, damage, expense, claim, suit, demand, or liability of any

kind or character, excluding attorney fees, is caused by or results from the negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees.

3. Term

The Term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2027 or the actual end of the Monitoring Period and COUNTY's receipt of final payment pursuant to Section I(A) above, whichever date is later.

4. Termination

This Agreement can be terminated for cause or without cause by RTC or COUNTY provided that Parties give no less than ten (10) calendar days written notice of the intent to terminate and in the event of termination for cause, provide the reasons for termination in the notice. Upon provision of Notice of Termination of this Agreement to the non-terminating Party, RTC shall within sixty (60) days pay COUNTY all eligible outstanding invoice amounts and any other eligible costs incurred by COUNTY in performance under this Agreement that have not yet been reimbursed by RTC. For the purposes of this provision, "eligible costs" shall be all costs identified under Section I(A)(2) above.

5. Types of Insurance and Minimum Limits

COUNTY shall maintain, at a minimum, compliance with the following insurance coverages and requirements.

- A. Workers' Compensation Insurance in the minimum statutorily required coverage amounts.
- B. Automobile Liability Insurance for each of COUNTY's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by COUNTY's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
- C. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 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.

6. Compliance with Law.

Both Parties will comply with all applicable Federal, State, regional and local law, statutes, rules and regulations and ordinance relating to the AJC OFF-SITE PLANTING AND MITIGATION PROJECT.

7. Notice.

Unless otherwise requested by a Party, all notices, demands, requests, consents or other communications which may be or are required to be given by either Party to the other shall be in writing and shall be deemed effective upon service. Notices shall be deemed to have been properly given when served on the Party to whom the same is to be given by hand delivery, by facsimile, or by deposit in the United States Mail addressed to the Party as follows:

RTC: Guy Preston
Executive Director
Santa Cruz County Regional Transportation Commission
1523 Pacific Avenue
Santa Cruz, CA 95060

COUNTY: Jeff Gaffney
Parks Director
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

8. Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of a dispute between the Parties relating to or regarding any provision of this Agreement, or performance hereunder, the sole venue for any suit brought as a result of said dispute shall be the Superior Court of the County of Santa Cruz.

9. Not Effective Until Authorized.

The Parties agree and acknowledge that this Agreement shall not become effective until authorized by the Parties' respective governing legislative bodies and executed by each Party's duly authorized representatives.

10. Authority to Execute. Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of a Party represents that they are authorized to execute this Agreement on behalf of said Party.

11. Entire Agreement.

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.

12. Execution in Counterparts.

This Agreement may be executed in any number of counterparts and all the counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement, once executed

by a Party, may be delivered to the other Party hereto by electronic transmission of a copy of this Agreement bearing the signature of the Party so delivering this Agreement.

13. Mutual Drafting; Headings for Convenience Only.

The Parties mutually represent and warrant that they have each had the opportunity to be represented by counsel of their choice in negotiating this Agreement, and therefore this Agreement shall be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arm's length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms without favor to either Party, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. Headings are provided in this Agreement for the convenience of the Parties only and shall not be used to interpret the provisions of this Agreement.

14. Severability.

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted, unless it would be unreasonable, in light of the intent of this Agreement, taken as a whole, to do so.

15. Attorney's Fees.

In the event of a suit relating to, arising out of, or in order to enforce any provision of this Agreement, the Parties agree that each Party shall bear their own attorney's fees and costs.

16. Compliance with Laws. Both Parties shall at all times comply with all applicable laws and regulations of the United States, the State of California, the County, and other regulatory agencies when performing under this Agreement.

17. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, and except as otherwise specifically provided for in this Agreement, "force majeure" shall not include (a) financial distress or the inability of either Party to make a profit or avoid a financial loss, or (b) a party's financial inability to perform its obligations hereunder.

18. Exhibits Incorporated.

The following Exhibits are hereby attached and incorporated into this Agreement as though set forth in full:

- Exhibit "A" – Site Planting Map
- Exhibit "B" – Cost Estimate
- Exhibit "C" – Annual fee
- Exhibit "D" - Riparian Revegetation, Maintenance, Monitoring and Reporting Plan

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

5. COUNTY OF SANTA CRUZ

4. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: _____

By: _____

Date: _____

Date: _____

1. APPROVED AS TO FORM FOR COUNTY:

3. APPROVED AS TO FORM FOR RTC:

By: _____
County Counsel 5/5/2021 (AMS #10503)

By: _____
RTC Counsel

2. APPROVED AS TO INSURANCE FOR COUNTY:

By: _____
Risk Management 5/4/2021 (AMS #10503)

Attachment: Agreement 21R0297 RTC (10503 : RTC Agreement for Off-Site Mitigation Plantings at AJC park)

-  Unmapped Ephemeral Drainage (approximate)
-  County Park Property Line (approximate)
-  Existing Park Trails
-  Willow Planting Zone (~4,000 sq ft)
-  Riparian Tree Zone (~45,000 sq ft)

Total Planting Area Shown = 49,000 sq ft

Soquel High School

Salix lasiolepis, S. laevigata - 20

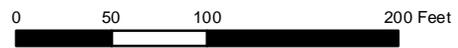
Quercus agrifolia - 35
Acer negundo - 4
Aesculus californica - 2
Frangula californica - 6
Rosa californica - 6

Anna Jean Cummings
County Park

Quercus agrifolia - 118
Acer negundo - 2
Aesculus californica - 4
Rosa californica - 6
Frangula californica - 6
Ribes sanguineum - 12

Attachment: Agreement 21R0297 RTC (10503 : RTC Agreement for Off-Site Mitigation Plantings at AJC park)

EXHIBIT A: CONCEPTUAL SITE PLANTING MAP



County of Santa Cr



Exhibit B:
Highway 1 Aux Lanes & BOS from 41st Ave to Soquel Project Cost Estimates for Off site Mitigation
Estimates Prepared By: Santa Cruz County Parks Department Updated 3/16/2021

Direct Project Expen	Pre-Project		Year 0 (installation)			Year 1			Year 2			Year 3			Year 4			Year 5			Total
	FY20-21		FY22-23			FY23-24			FY24-25			FY25-26			FY26-27			FY27-28			
	Pre-Project Costs	Deposit and Pre-Planting Costs	Annual Cost	# of Trees	Cost Per Tree	Annual Cost	# of Trees	Cost Per Tree	Annual Cost	# of Trees	Cost Per Tree	Annual Cost	# of Trees	Cost Per Tree	Annual Cost	# of Trees	Cost Per Tree	Annual Cost	# of Trees	Cost Per Tree	
1 gallon trees		-	\$37,000	185	\$200	\$0	0	\$200	\$0	0	\$200	\$0	0	\$200	\$0	0	\$200	\$0	0	\$200	\$37,000
Tree delivery and inspection		-	\$2,775	185	\$15	\$0	0	\$15	\$0	0	\$15	\$0	0	\$15	\$0	0	\$15	\$0	0	\$15	\$2,775
Materials, tree shelters, stakes, mulch)		-	\$8,325	185	\$45	\$0	0	\$45	\$0	0	\$45	\$0	0	\$45	\$0	0	\$45	\$0	0	\$45	\$8,325
Project Design		-	\$8,325	185	\$45	\$0	NA	NA	\$8,325												
Site Preparation		-	\$4,625	185	\$25	\$0	0	\$25	\$0	0	\$25	\$0	0	\$25	\$0	0	\$25	\$0	0	\$25	\$4,625
Installation and First Mulch		-	\$5,550	185	\$30	\$0	0	\$30	\$0	0	\$30	\$0	0	\$30	\$0	0	\$30	\$0	0	\$30	\$5,550
Annual Mulching		-	\$5,550	185	\$30	\$5,550	185	\$30	\$5,550	185	\$30	\$5,550	185	\$30	\$5,550	185	\$30	\$5,550	185	\$30	\$33,300
Watering & Irrigation		-	\$19,795	185	\$107	\$19,795	185	\$107	\$19,795	185	\$107	\$19,795	185	\$107	\$0	0	\$107	\$0	0	\$107	\$79,180
Fertilizing and Weeding		-	\$2,775	185	\$15	\$2,775	185	\$15	\$2,775	185	\$15	\$2,775	185	\$15	\$2,775	185	\$15	\$2,775	185	\$15	\$16,650
Monitoring and Reporting		-	\$5,000	NA	Fixed Cost	\$5,000	NA	Fixed Cost	\$5,000	NA	Fixed Cost	\$5,000	NA	Fixed Cost	\$5,000	NA	Fixed Cost	\$5,000	NA	Fixed Cost	\$30,000
Tools and Equipment		-	\$8,325	185	\$45	\$8,325	185	\$45	\$4,185	93	\$45	\$0	0	\$45	\$0	0	\$45	\$0	0	\$45	\$20,835
Vehicle Expenses		-	\$1,850	185	\$10	\$1,850	185	\$10	\$1,850	185	\$10	\$1,850	185	\$10	\$1,850	185	\$10	\$1,850	185	\$10	\$11,100
Maintenance Worker II		-	\$35,440	NA	1000 hours	\$26,580	NA	750 hours	\$26,580	NA	750 hours	\$17,720	NA	500 hours	\$10,632	NA	300 hours	\$10,632	NA	300 hours	\$127,584
Park Planner II		-	\$18,897	NA	350 hours	\$0	NA	NA	\$18,897												
Extra Help/Volunteer		-	\$11,736	NA	450 / 400 hours	\$4,694	NA	180/250 hours	\$4,694	NA	180/250 hours	\$0	NA	NA	\$0	NA	NA	\$0	NA	NA	\$21,124
Administrative Fee		-	\$8,798	BA	Total *.05	\$3,728		Total *.05	\$3,521			\$2,635			\$1,290			\$1,290			\$21,264
Total Project Expenses		\$92,383	\$92,383			\$78,297			\$73,950			\$55,325			\$27,097			\$27,097			\$446,534
Pre-Project Costs	\$32,234.00		\$0			\$0			\$0			\$0			\$0			\$0			\$32,234
Annual Fixed Fee		\$40,000.00	\$40,000			\$40,000			\$40,000			\$40,000			\$0			\$0			\$200,000
10% Advance																					
TOTAL	\$32,234	\$132,383	\$132,383			\$118,297			\$113,950			\$95,325			\$27,097			\$27,097			\$678,768

Attachment: Agreement 21R0297 RTC (10503 : RTC Agreement for Off-Site Mitigation Plantings at AJC park)

EXHIBIT C

The annual fee is based on the estimated cost of \$200,000 to prepare a natural resource management plan and the promotion of land stewardship for Anna Jean Cummings County Park open space area, over a five-year period.

Year 1: Natural Resources Inventory/ Biotic monitoring / Historical change analysis ~ \$40,000

Example of Potential Associated Costs

\$10,000 - Topography, Geology, and Soils Studies

\$5,000 - Hydrology and Water Resources Studies

\$20,000 - Biological Resources Study

\$5,000 - Paleontological & Cultural Resources Studies

Year 2: Biotic monitoring / Goal Setting / Community Outreach / Plan formation ~ \$40,000

Examples of Potential Associated Costs

\$25,000 - Community Meetings, Data Collection, & Analysis

\$5,000 - Recreation Trends Analysis

\$5,000 - Existing Trail System Analysis

\$5,000 - Existing Access and Site Safety Analysis

Year 3: Natural Resource Management Plan

~\$40,000 - Plan with Stewardship Objectives, Goals, Strategies, Implementation, Monitoring, Maintenance, biotic monitoring

Year 4: Plan formulation / Public Outreach / Adoption / Environmental Review ~ \$40,000 +

Year 5: Initiation of implementation including design, specifications for contracts, bidding: ~\$40,000 +

EXHIBIT D
HIGHWAY I AUXILIARY LANES IMPROVEMENT PROJECT

RIPARIAN MITIGATION

Anna Jean Cummings Park
County of Santa Cruz

Riparian Revegetation
Monitoring, Maintenance and Reporting Plan
CDFW SAA 1600-2020-0241-R3



March 17, 2021

Attachment: Agreement 21R0297 RTC (10503 : RTC Agreement for Off-Site Mitigation Plantings at AJC park)

Prepared By

Biotic Resources Group
Kathleen Lyons, Plant Ecologist
2551 S. Rodeo Gulch Road #12
Soquel, CA 95073
(831) 476-4803

for

Will Fourt
Santa Cruz County Parks Department

1.1. BASIS FOR MITIGATION

The Highway 1 Auxiliary Lanes Improvement Project is located from the 41st Avenue Interchange to the Soquel Drive Interchange, a distance of approximately 1.4 miles, in Santa Cruz County. The Santa Cruz Regional Transportation Commission (RTC) in cooperation with Santa Cruz County and Caltrans District 5 is implementing this project. The major elements of improvements are freeway widening, retaining walls, drainage features to accommodate the auxiliary lands, bus shoulder elements, and a bicycle/pedestrian overcrossing at Chanticleer Avenue. Referred by CalTrans as the Tier II project, the Tier II project limits are shown in Figure 1.

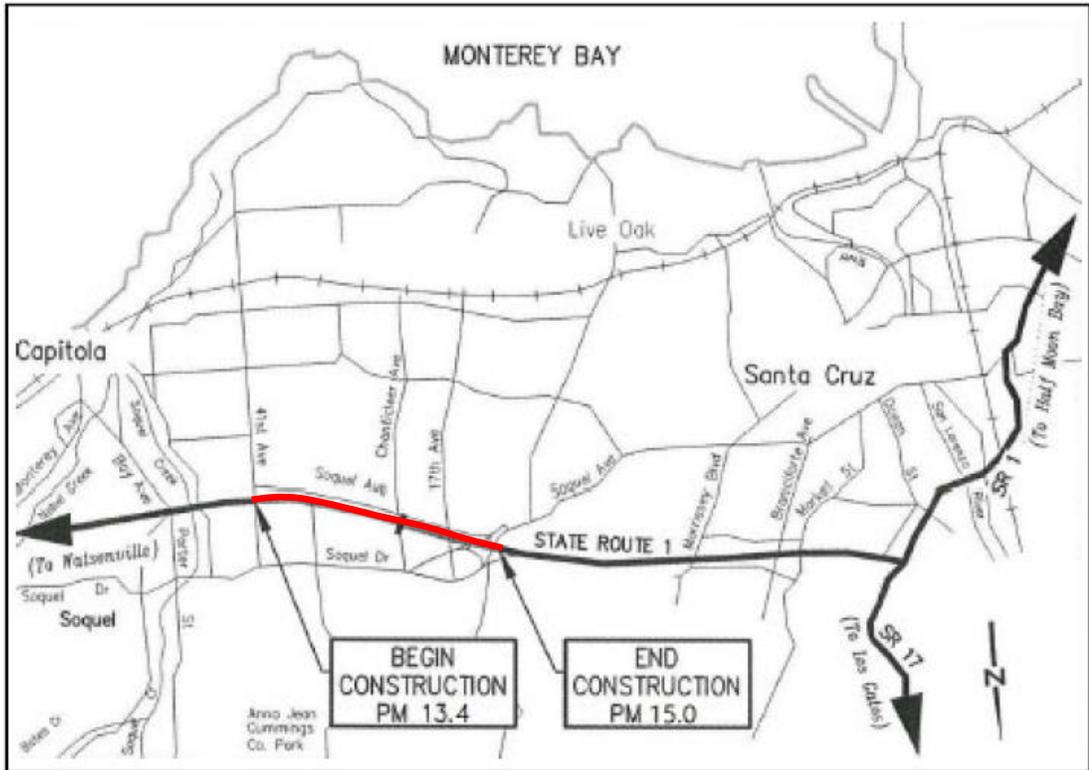


Figure 1. Location of Highway 1 Auxiliary Lanes Improvement Project (41st Avenue Interchange to the Soquel Drive Interchange) (Tier II Project)

1.1.2 Environmental Review

Potential impacts to Waters of the State were identified in the project’s environmental review document (*Tier I and Tier II Final Environmental Impact Report/ Environmental Assessment with a Finding of No Significant Impact, TIER I – Corridor Analysis Of High Occupancy Vehicle (HOV) Lanes And Transportation System Management Alternatives And Tier II – Build Project Analysis Of 41st Avenue To Soquel Avenue/Drive Auxiliary Lanes And Chanticleer Avenue Pedestrian-Bicycle Overcrossing*, Federal Highway Administration and State of California Department of Transportation, December 2018). The EIR documented impacts to natural communities from the proposed project. Permanent effects to the following natural communities

would occur: riverine/ freshwater marsh (0.02 acre), riparian forest (0.13 acre), coast live oak woodland (0.001 acre), ruderal/disturbed (0.19 acre) and landscaped or developed communities (5.55 acres). The project would permanently impact 0.02 acre of U.S. Army Corps of Engineers other waters at the ditch adjacent to the former Soquel Drive-In theater and 0.15 acre of California Department of Fish and Wildlife (CDFW) jurisdictional area at Rodeo Creek Gulch and a non-jurisdictional ditch adjacent to the Soquel Drive-In. Proposed permanent and temporary impact areas at the ditch adjacent to the Soquel Drive-In consist of roadway widening and retaining wall construction that would encroach into the active channel of this seasonal roadside ditch. Proposed permanent and temporary impact areas at Rodeo Creek Gulch consist of roadway widening and retaining wall construction on existing road berm areas directly above and draining into the channel of Rodeo Creek Gulch. No project work will occur in the active channel. A summary of these impacts is presented in Table 1. Within the CDFW-jurisdictional area 42 trees will be removed, as presented in Table 2.

Table 1. Summary of Permanent and Temporary Impacts of Highway 1 Auxiliary Lanes Improvement Project, CDFW Jurisdiction

Resource Type	Action	Permanent and Temporary Impacts
Stream Channel (below OHWM)	None	0
Riparian Zone (above OHWM)	Rodeo Creek Gulch	0.39 acre

Table 2. Rodeo Creek Gulch Trees Impacted, Replacement Ratio, and Number of Trees to be Planted, Highway 1 Auxiliary Lanes Improvement Project (¹ – denotes species not native to project region)

Tree Species	Number of Trees Removed	Replacement Ratio	Number of Native Riparian Trees to be Planted
Coast live oak (>24")	6	10:1	60
Coast live oak (< 24")	31	3:1	93
Pine ¹	2	3:1	6
Monterey pine ¹	1	3:1	3
Oregon ash	1	3:1	3
Bay laurel	1	3:1	3
TOTAL	42		168

1.1.3 Compensatory Mitigation

Measures in the FEIR specify the proposed requirements for compensatory riparian mitigation. At a minimum, the restoration and/or enhancement efforts shall achieve a 75 percent success rate at the end of a 5-year period and require no further maintenance for survival. All mitigation activities will be conducted within the affected watershed. The compensatory mitigation will be implemented immediately following project completion, such that the initial physical and biological improvements specified in the approved

mitigation plan shall be completed within the first full growing season following the impacts from project construction. The compensatory mitigation plantings shall be monitored and maintained as required by regulatory permits. Maintenance activities include weeding, debris removal, replanting (if necessary), repair of any vandalism, fertilizing, and/or pest control. Maintenance activities will be dictated by the results of the monitoring effort. Monitoring reports shall be submitted to the Regional Transportation Commission (RTC) and the RTC shall submit to CalTrans, CDFW and others, as appropriate. The annual monitoring report submitted at Year 5 shall serve as a final completion report if the mitigation is successful. If mitigation is not successful, RTC will be responsible for developing an adaptive management strategy for approval by Caltrans and the affected regulatory agencies (i.e., CDFW). The approved adaptive management strategy shall be implemented and additional annual monitoring reports shall be submitted as specified in the approved adaptive management strategy.

1.1.4 CDFW Streambed Alteration Agreement

CDFW issued a draft Streambed Alteration Agreement (SAA) in January 2021 for the project. Measure 3 addresses compensatory measures wherein the permittee shall either: a) Submit an off-site mitigation plan that preserves existing oak woodland at a ratio of at least 2:1 per acre OR b) Revise and submit an off-site mitigation planting plan for riparian establishment. The plan shall include project goals, final plant palette, number of trees to be planted, detailed description on success criteria, detailed description of monitoring, identification of remediation activities, and submittal of annual monitoring reports for 5 years after planting. CDFW exerted its jurisdiction over activities in Rodeo Gulch Creek, covering 0.39 acre and 42 trees (Table 2).

1.1.5 Proposed Compensation

As compensation for impacts to CDFW jurisdictional area, the project requires 0.79 acre of riparian establishment, with 168 tree replacements. As on-site mitigation is not available, the RTC has elected to mitigate the riparian impacts through off-site riparian revegetation. RTC in cooperation with Santa Cruz County Parks and Recreation Department (Parks) identified an area of 0.79 acre within the County Park that is suitable for the riparian mitigation at the Anna Jean Cummings (AJC) County Park. This action is intended to meet CDFW Condition 3.b of CDFW Streambed Alteration Agreement 1600-2020-0241-R3. The location of AJC County Park is presented in Figure 2. Figure 3 shows the location of the mitigation area within AJC County Park.

1.1.6 Riparian Mitigation Monitoring, Maintenance, and Reporting Plan

This plan describes the actions required for implementation, monitoring, maintenance, and reporting pertaining to the required riparian mitigation. The plan incorporates measures required in the FEIR as well as measures required by CDFW, pursuant to conditions in the draft SAA.

The riparian mitigation area will occur in the southeastern portion of AJC County Park, in an area adjacent to an unnamed tributary to Soquel Creek. The riparian mitigation plantings will occur on slopes adjacent to the creek as well as within low-lying areas outward of the existing riparian corridor. A description of this area is provided in Section 1.2 of this plan. As specified by FEIR measures, the compensatory mitigation will be implemented immediately following project completion, such that the initial physical and biological improvements specified in the approved mitigation plan are completed within the first full growing season following the impacts from project construction. It is Parks understanding that the RTC expects tree removal to occur in fall/winter of 2021, and that Parks plans to collect seed in fall 2021 and plant in fall 2022.

Section 1.3 describes the plant palette and plant installation requirements. The plantings will include dormant pole cuttings (willow) and container stock plantings (other trees and shrubs). A minimum of 168 trees are specified for installation.

Section 1.4 outlines the maintenance requirements for the riparian mitigation area. The FEIR specifies the mitigation plantings be monitored quarterly and any required maintenance occur quarterly. Maintenance activities will include weeding, debris removal, replanting (if necessary), repair of any vandalism, fertilizing, and/or pest control. Maintenance activities will be dictated by the results of the quarterly monitoring effort. The plan specifies a minimum of two years of supplemental irrigation, after which the installed plants will rely on natural soil moisture and/or seasonal inundation for sustenance.

Section 1.5 outlines the project success criteria (e.g., percent survival of installed plants) and monitoring requirements. The monitoring will include plant survival, health and vigor, cover of invasive plant species, and photo-documentation. As per FEIR required measures, quarterly reports and annual monitoring reports and a final completion report will be submitted to the RTC for their submittal to Caltrans, CDFW, and others, as necessary. The annual monitoring report submitted at Year 5 shall serve as a final completion report if the mitigation is successful. If mitigation is not successful, RTC will be responsible for developing an adaptive management strategy for approval by Caltrans and the affected regulatory agencies (i.e., CDFW). The approved adaptive management strategy shall be implemented and additional annual monitoring reports shall be submitted as specified in the approved adaptive management strategy.

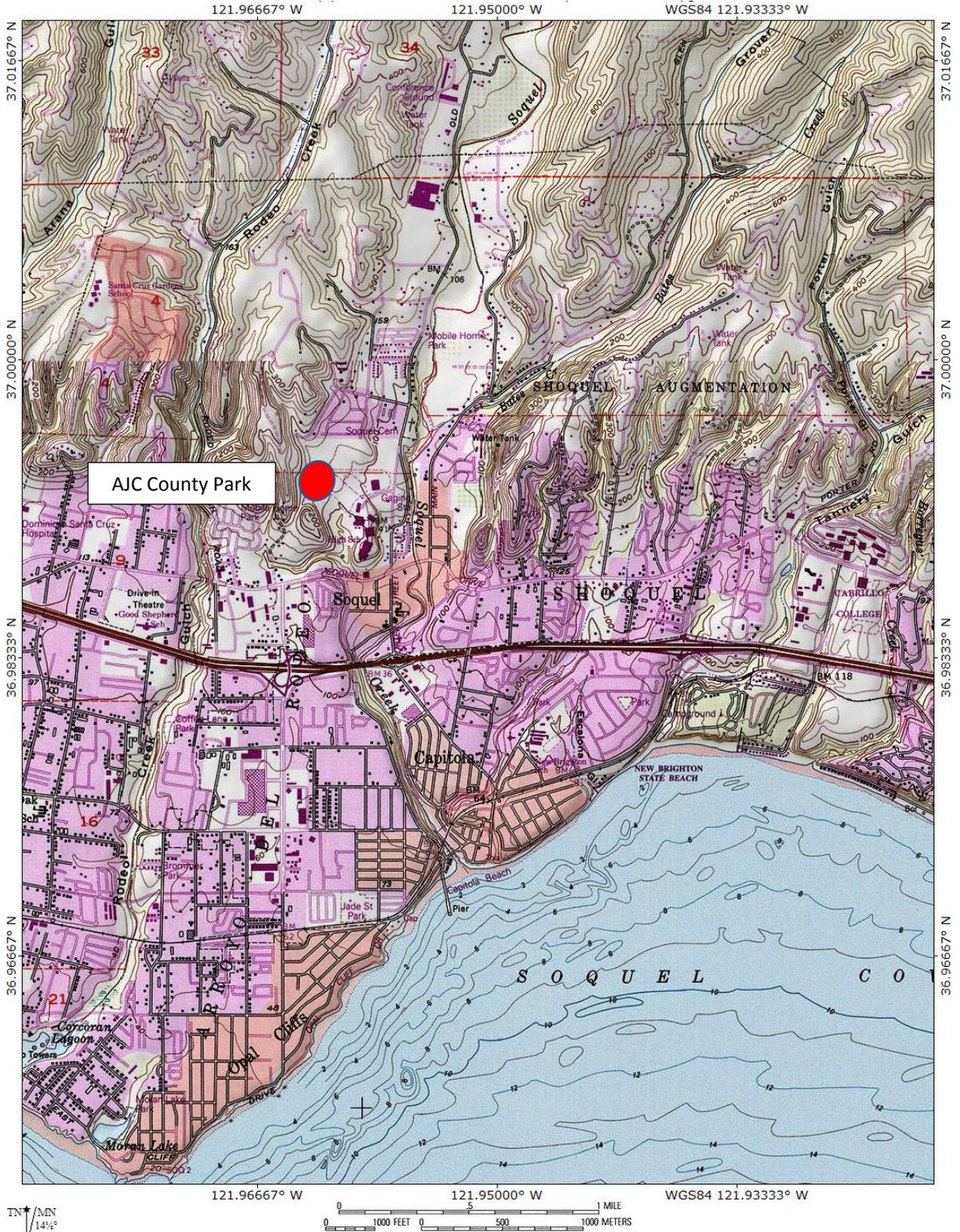
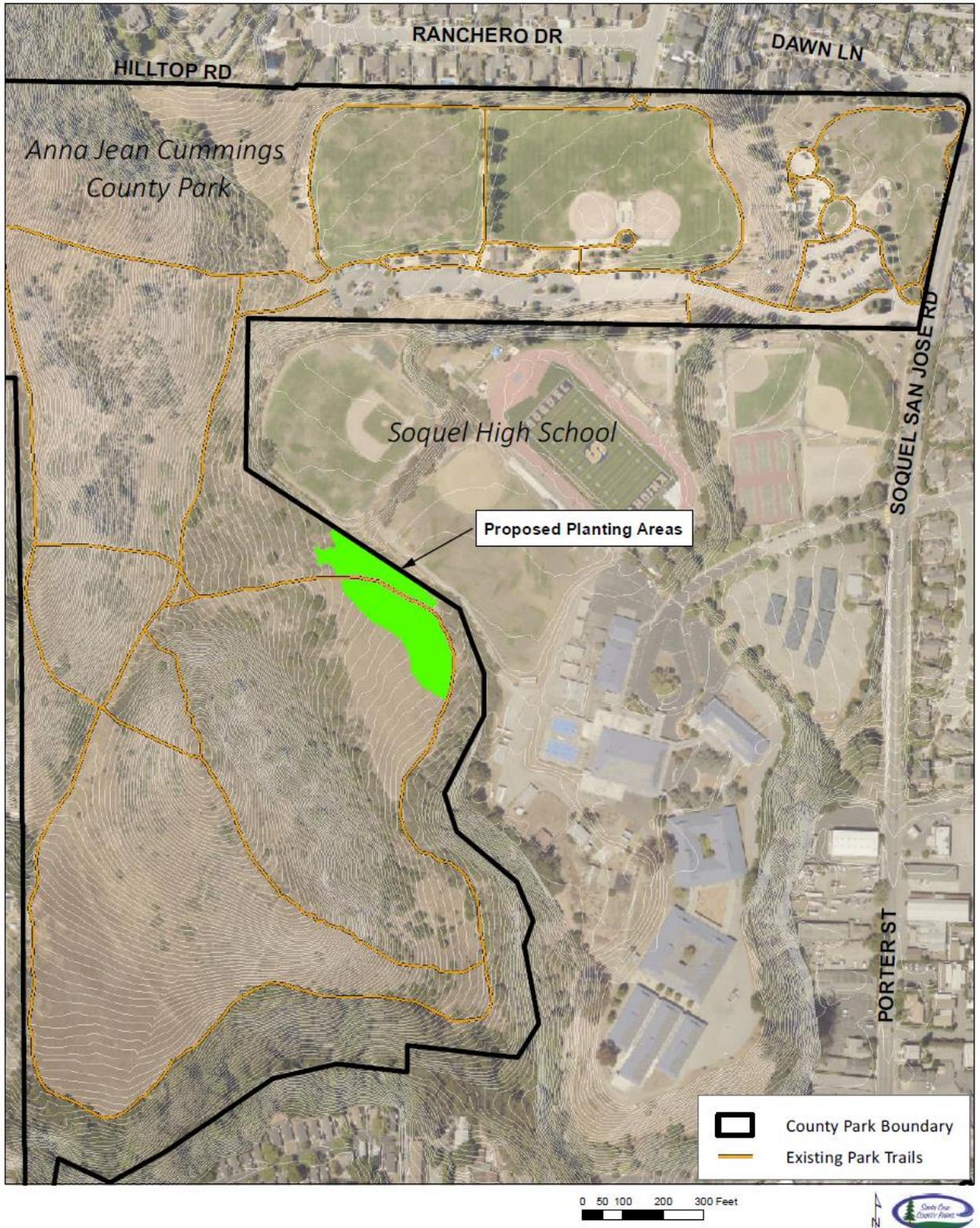


Figure 2. Location of AJC County Park (off-Site Mitigation Area) on USGS Topographic Map (Soquel)



Attachment: Agreement 21R0297 RTC (10503 : RTC Agreement for Off-Site Mitigation Plantings at AJC park)

Figure 3. Location of Riparian Mitigation Area at AJC County Park

1.2. ANALYSIS OF RIPARIAN MITIGATION AREA

The riparian mitigation area (0.79 acre) is located adjacent to an ephemeral creek that traverses the south/southeasterly portion of AJC County Park. The upper reach of the creek supports a narrow, disjunct willow-dominated riparian corridor that offers opportunities for revegetation. The middle reach of the creek supports a densely vegetated oak riparian woodland. Outward of this area is a gently sloping, seasonally moist grassland which provides opportunities for riparian establishment. As shown on Figure 4, two plantings zones have been identified: a willow planting zone and a riparian tree zone.

1.2.1. Soil/Substrate

The native soil at the riparian mitigation area is Soquel loam, 2-9% slopes (171). This soil type is conducive to riparian revegetation, as evidenced by the presence of riparian woodland plant species growing in this soil type along the existing creek corridor.

1.2.2. Hydrology and Topography

Hydrologic features within the riparian mitigation area include direct precipitation, flow within the creek channel, a high seasonal water table, and hillside runoff. The unnamed creek has surface flow after significant rains events during the winter-season. The water table is expected to be close to the creek baseflow in the winter months.

The willow revegetation zone is located on the edge of the creek channel. These close-to-the-creek areas are suitable for willow plantings, as evidenced by the existing disjunct band of willow trees. The riparian tree zone is located on gently-sloping areas (less than 5%) outward of the existing riparian woodland. The mitigation area has a predominately southwestern exposure and is seasonally moist, suggesting establishment of riparian vegetation will be suitable.

1.2.3. Existing Vegetation

The majority of the mitigation area supports grassland. Plant species include non-native grasses, such as wild oat (*Avena sp.*), Italian ryegrass (*Festuca perenne*) and canary grass (*Phalaris sp.*); however, native grasses, such as purple needlegrass (*Stipa pulchra*) and California oatgrass (*Danthonia californica*) also occur. Forbs include vetch (*Vicia sp.*), clover (*Trifolium sp.*), English plantain (*Plantago lanceolata*), sun cups (*Taraxia ovata*), and California poppy (*Eschscholzia californica*). Seasonally moist areas support stands of iris-leaved rush (*Juncus xiphioides*) and spreading rush (*Juncus patens*). This grassland is routinely mowed by County Parks personnel.

Adjacent to the mitigation area is a willow-oak riparian woodland. This woodland is co-dominated by willow (*Salix spp.*) and coast live oak (*Quercus agrifolia*), and an occasional California bay (*Umbellularia californica*). The understory includes poison oak (*Toxicodendron diversilobum*), mugwort (*Artemisia douglasiana*), coyote brush (*Baccharis pilularis*), and California blackberry (*Rubus ursinus*).

All plant species in the mitigation area are common to the region and no special status plant species have been observed, or have been recorded, from the immediate project area. Santa Cruz tarplant (*Holocarpha macradenia*), a special status species, has historically occurred in the northwest corner of the park; however, the species has not been documented from the proposed mitigation area. The aquatic resources (i.e., creek bed) do not represent areas of unusual or regionally restricted habitat. The presence of weedy, non-native species, such as English ivy and poison hemlock, moderate the value of the area as these non-native species often have deleterious effects on native vegetation and/or have the ability to spread into un-infested natural areas, including the mitigation area.

1.2.4 Habitat Connectivity Value

The present use of the mitigation area is public open space. A foot trail is located along the edge of the existing riparian vegetation. The site is located west of fenced ballfields of Soquel High School and an informal path allows for pedestrian access between the school and the park. Park uses are limited to passive activities, such as dog-walking, hiking, and trail running. There is no vehicular access to the mitigation area, except for periodic park maintenance and security (sheriff) access. Public use of the mitigation area is low to moderate, depending upon the season; the passive public activities likely have a minor effect on wildlife movement. Wildlife species observed and/or expected to utilize the mitigation area as a movement corridor are small mammals, such as skunks and raccoons, as well as larger species, such as coyote, black-tailed deer, and mountain lion. Mitigation plantings will not hinder this movement and, over time as the trees mature, the plantings are expected to enhance wildlife utilization of the area.

1.3. RIPARIAN MITIGATION

1.3.1 Project Goals

The project has the following goals:

1. Establish native riparian woodland vegetation on the slopes adjacent to the creek, encompassing the required acreage for project compensation (0.79 acre). Provide the following riparian functions: cover and forage for native wildlife and native riparian woodland plant diversity.
2. Install native riparian vegetation that can persist in winter-wet and summer-dry site conditions. Provide supplemental irrigation in Years 1-3, or longer if there is an unseasonable drought or other unforeseen circumstance that requires a longer irrigation period.
3. Utilize plant propagules collected from the greater Soquel Creek watershed and/or Santa Cruz County in the revegetation efforts. Obtain plants from native plant nurseries that employ Best Management Practices (BMP's) that control or eliminate the diseases caused by *Phytophthora ramorum*, as outlined by the California Oak Mortality Task Force.
4. Maintain a minimum of 75% survival of required trees in Years 1-5. Install replacement plants as needed to meet yearly tree survival rates. If substantial replanting is necessary, the maintenance and monitoring period may need to be extended so that each plant is maintained and monitored for 5 years.

5. Control cover of target invasive weeds (e.g., English ivy, poison hemlock, thistles, and others) to less than 5% by the end of Year 5.
6. Maintain and monitor the site annually for 5 years. Submit annual reports to RTC, with RTC to submit reports to CalTrans, CDFW, and others as appropriate by December 31 of each monitoring year.

1.3.2. Planting Zones

The revegetation area has two planting zones: willow zone and riparian tree zone. The willow planting zone, encompassing approximately 4,000 square feet, is located near the ephemeral creek. Willow trees will be installed in this zone. The riparian tree zone is located outward of the creek and its existing riparian woodland. This zone encompasses approximately 45,000 square feet. In this zone, riparian trees and shrub thickets will be installed. The location of the planting zones is shown in Figure 4.

1.3.3. Planting List

The revegetation plan identifies installation of dormant pole cuttings (willow) and container stock plants. No erosion control actions are needed as the site currently supports herbaceous plant cover.

Plant species to be used are native species common to the nearby riparian woodland and the larger Soquel Creek watershed. As per requirements, a minimum of 168 trees are required to be installed; however, the RRMP identifies an initial planting of 185 trees (increase of 10%), to ensure the Year 1 plant survival rate is achieved. The plan also includes installation of thickets of understory shrubs to increase habitat diversity. All plantings will be installed within the first full growing season following the impacts from the Highway 1 Auxiliary Lanes Improvement Project, which is anticipated to be fall/winter 2021/2022.

Table 2 lists the plant species to be installed. All container stock trees will have below-ground gopher baskets and above-ground foliage protectors (to reduce deer browse damage). Each container stock plant will also have a mulched planting basin. Willows will not have below or above-ground cages. The conceptual layout of the revegetation area is presented in Figure 4.

Table 2. Plant Species for Revegetation

Common Name and Botanical Name		% Composition	On-Center Spacing (feet)	Quantity to be Installed	Propagule Size
Willow Planting Zone					
Willow	<i>Salix lasiolepis</i> <i>Salix laevigata</i>	100%	10'	20	Dormant Pole Cutting
Subtotal				20	
Riparian Tree Zone					
Trees					
Coast Live Oak	<i>Quercus agrifolia</i>	93%	16'	153	1 gallon
Box Elder	<i>Acer negundo</i>	3.5%	16'	6	1 gallon
California Buckeye	<i>Aesculus californica</i>	3.5%	16'	6	1 gallon
TOTAL TREES				185	
Shrub Thickets (6 thickets of 6 plants each)					
California Rose	<i>Rosa californica</i>	33%	3'	12	1 gallon
Coffee Berry	<i>Frangula californica</i>	33%	3'	12	1 gallon
Flowering Currant	<i>Ribes sanguineum</i>	33%	3'	12	1 gallon
TOTAL SHRUBS				36	

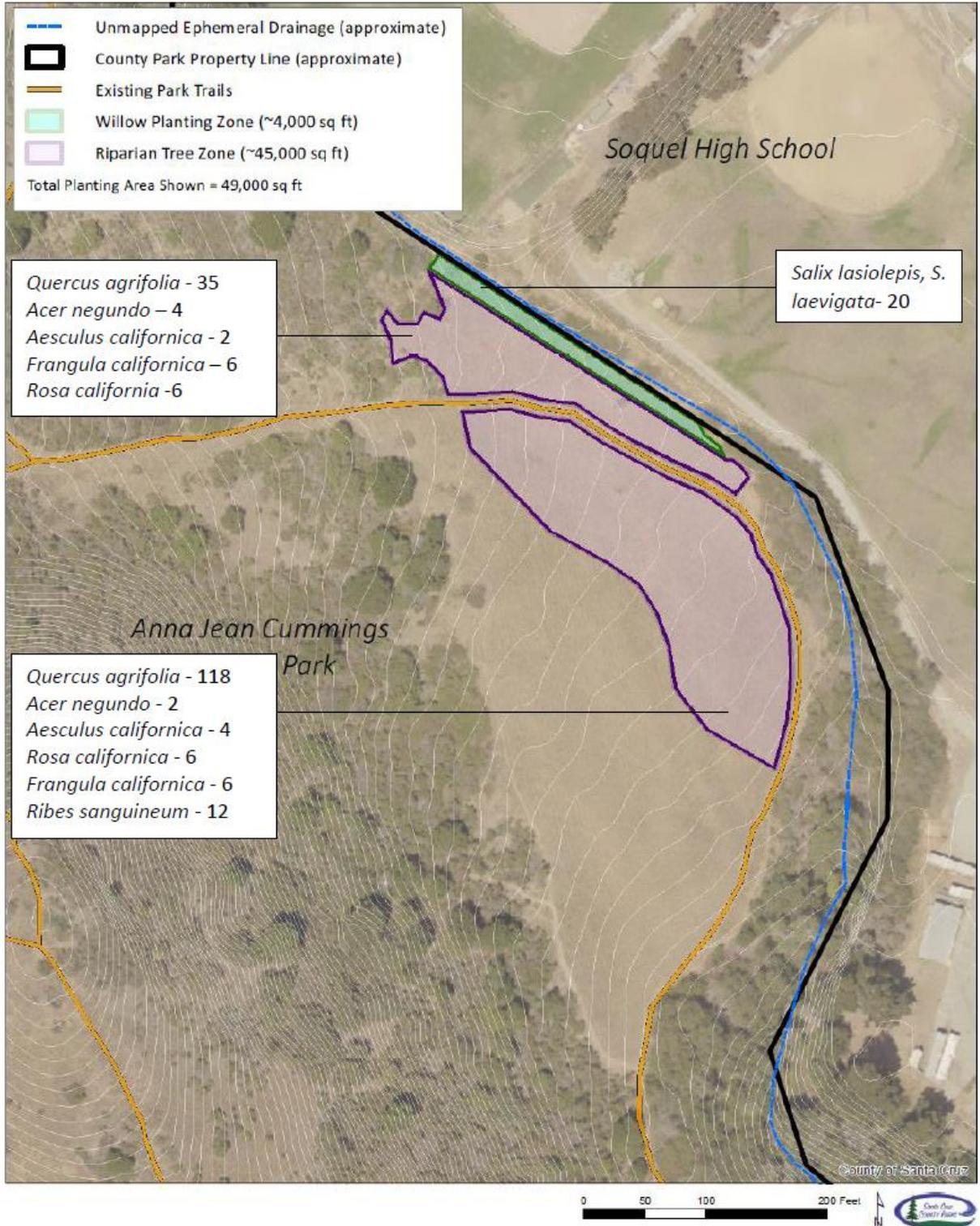


Figure 4. Conceptual Layout of Riparian Mitigation Plantings at AJC County Park

Attachment: Agreement 21R0297 RTC (10503 : RTC Agreement for Off-Site Mitigation Plantings at AJC park)

1.3.4. Plant Installation

Revegetation will occur in natural soil areas adjacent to the ephemeral creek and its riparian woodland. Plant installation will include dormant pole cuttings (willow) and container stock plants.

Dormant Pole Cuttings: Dormant pole cuttings (stakes) of willow (*Salix lasiolepis* and/or *S. laevigata*) will be obtained from nearby areas (Soquel Creek watershed) between December 15 and January 15. Each stake shall be taken from the previous year's growth (older wood) and shall measure 4-5 feet in length and 2-4 inches in diameter. Stakes shall be held (submerged) in water between cutting and planting. During installation, each stake shall be installed with 2/3 of its length into the soil. A rock bar or other tool will be used to create a hole to receive the stake. Stakes will follow the detail on Figure 5.

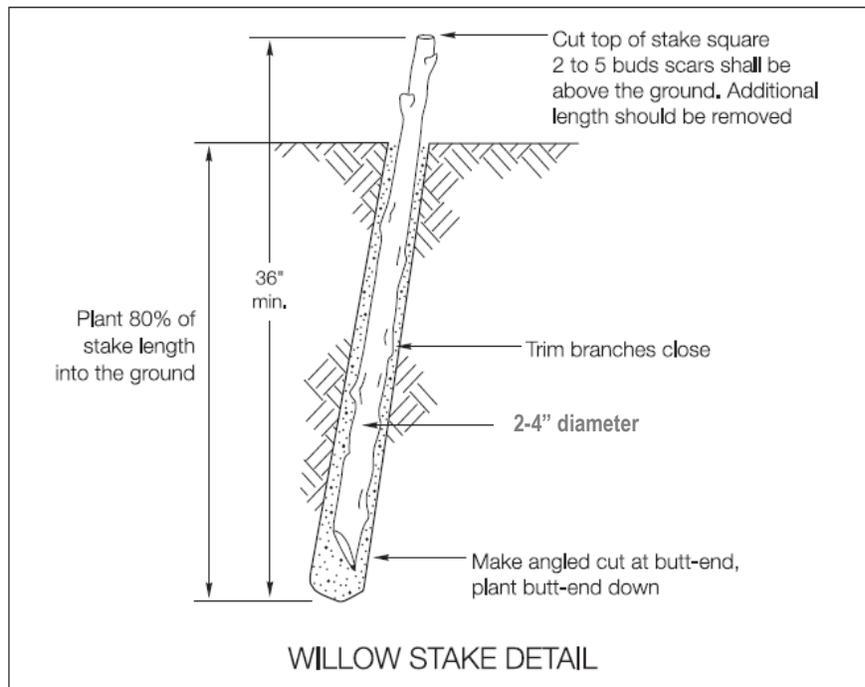


Figure 5. Willow Stake Detail

Container Stock Plantings: Container stock plants will be obtained from local native plant nurseries. The nurseries will employ measures to control *Phytophthora*, as per current guidelines.

At planting locations, holes will be hand-dug or created with a power auger. Planting holes will be a minimum 16 inches deep and wide to accommodate a 1-gallon size gopher basket and the 1-gallon container stock plantings. If larger container stock plants are obtained, larger gopher baskets and planting holes will be created. The gopher cages and container stock plantings will be installed and deep irrigated. A 3-inch high watering basin will be constructed around each plant and a 3-inch layer of organic mulch will be placed in the basin.

An above-ground browse protection (deer cage) will be installed around all trees. Above ground cages will be made of 14- or 16-gauge welded wire (or equivalent), to form a 2-foot diameter circle and secured with two rebar stakes (or equivalent). Figure 6 depicts a typical container stock planting detail.

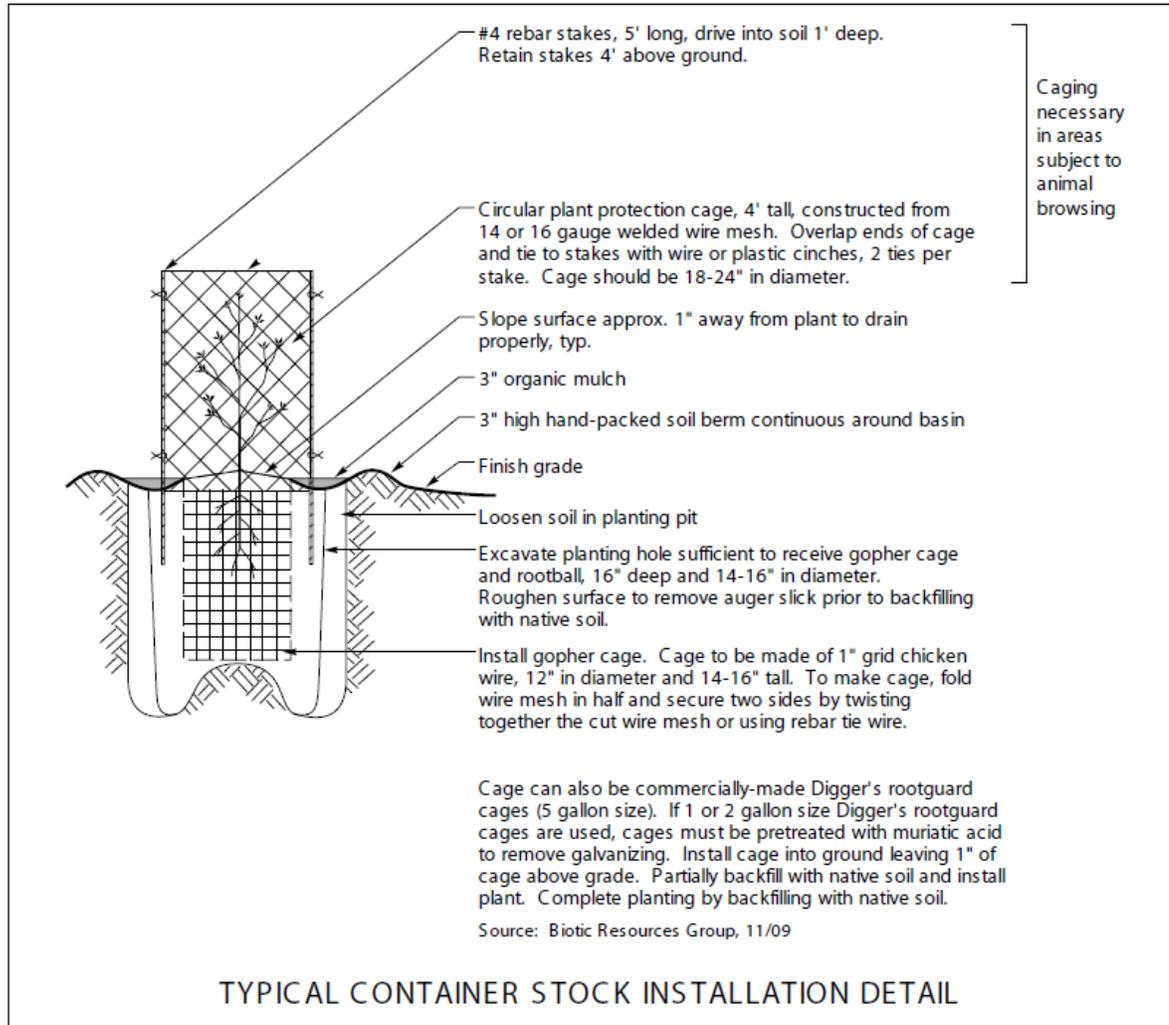


Figure 6. Container Stock Detail

1.4 REVEGETATION AREA MAINTENANCE

The goal for the mitigation is to establish riparian woodland within AJC County Park that will provide suitable and sustainable habitat for wildlife that will require limited maintenance in the long term. During the establishment period (Years 1-5) proper maintenance is especially important. When the habitat has established, maintenance efforts should be reduced.

The mitigation area will be maintained in perpetuity. A specific establishment period maintenance program will be implemented for the first five years following plant installation, as outlined in this document. After these five years, the site will be periodically maintained by the County Parks Department as part of their ongoing duties in maintaining the Park.

Maintenance efforts during Years 1-5 will consist primarily of invasive plant/weed removal, site upkeep and operation of a temporary irrigation system. Some plant replacement may be necessary during the first five years. Plant replacement may be required at any time if plants are subject to vandalism or injury from park users or other events. When plants are well established, maintenance efforts will consist of weed control and continued removal/control of invasive, non-native plant species. After Year 5, maintenance will likely be reduced to the periodic control/removal of invasive non-native plants.

1.4.1 Maintenance Actions

County Parks is responsible for the following tasks during the 5-year establishment period:

1. Conduct quarterly inspections of the mitigation area to document and implement maintenance needs.
2. Provide temporary irrigation for all plantings in Year 1-3. Provide supplemental irrigation to each planting May through October, or at other times if an unseasonable drought occurs during Years 1-3. Provide supplemental irrigation beyond Year 3 if plants become drought-stressed and plant survival is compromised.
3. In Years 1-3, remove weeds from the container stock planting basins at a minimum of once month March to October. In Years 1-3, replenish organic mulch within each planting basin to retain 3-inch cover.
4. In Years 1-5, weed-whip herbaceous growth between container stock plantings twice a year (spring and summer).
5. In Years 1-5, remove/control invasive, non-native plant species (as identified by Cal-IPC) that may establish within the revegetation area, including poison hemlock (*Conium maculatum*), Italian thistle (*Carduus pycnocephalus*), bull thistle (*Cirsium vulgare*), French broom (*Genista monspessulana*), and any others detected during monitoring. Hand removal shall be utilized to remove and control the occurrence of these species. Individuals of invasive plant species shall be removed, with all plants bagged and removed from the site.
6. If determined necessary, install and maintain temporary perimeter fencing around the mitigation area(s) to identify and protect the mitigation areas during the 5-year establishment period.

Perimeter Fencing. A temporary post and wire fence may be installed around the mitigation areas, if determined necessary. The fence will delineate the extent of the mitigation area and provide protection to the plantings from park users. Signs will be installed on the fence informing park users on the purpose of the mitigation and project status. The fencing will be in place throughout the 5-year establishment period. Once all success criteria are met, the fence will be removed.

Weed Control and Mulching within Watering Basins. The watering basins around each container stock planting will be periodically weeded to remove unwanted plants. The basins will be routinely inspected and all weeds removed. The basins will be repaired expeditiously so irrigation water is directed to plant roots and does not runoff. Organic mulch will be replenished within each basin to suppress weeds and to retain soil moisture.

Irrigation System Installation, Inspection and Maintenance. The plantings will be irrigated with either an above-ground drip system or by hand. The irrigation will connect to a water source near the AJC County Park parking lot and a line run approximately 1,800 feet southward to the mitigation area. If drip is used, above-ground lateral lines and drip emitters will service each plant. If drip is not used, each plant will be hand-watered. Supplemental irrigation will be required in Years 1-3 and may cease after Year 3 if the following conditions are met: 1) the tree composition meets the criteria of the performance standards; and 2) the plants are deemed to be established and no longer in need of irrigation. When the irrigation system is no longer needed, the materials will be removed. County Parks or a landscape contractor will periodically inspect and repair the irrigation system to ensure it is in an operable condition at all times.

Pruning, Herbivore Protection, Insect Pest Control and Debris Removal. Pruning will not be required. Much more irregular and random plant growth is desirable in natural habitats than is typical for park landscaping. Pruning will not be permitted for grooming plants. Most especially, pruning to clean the understory shrubs and low branches of trees will not be conducted unless required for site security or as noted.

If pruning is necessary, under the direction of a qualified arborist or landscape architect, pruning will be limited to the barest minimum required to accomplish the following goals: Promote healthy initial plant growth. Extremely unbalanced plant growth will be pruned only during the first five years after planting, and just enough to promote initial strong growth of trees and shrubs.

Repair storm damage or remove hazard. Storm damage, such as broken branches or fallen trees, will be cleaned up if they are deemed to compromise channel stability or capacity.

Ladder Fuel Management. If necessary for fire resiliency, limbs from trees and shrubs may be pruned to reduce fuel laddering.

For container stock plantings, above ground browse protection cages will need maintenance if they are knocked over by animals or park users or if they are vandalized. Above-ground cages will be removed once plants reach the top of the cage, the plant is not expected to be severely impacted by animal browse, and it is determined no additional plant protection is needed.

Insect infestations, with the exception of California oakworm, will not be treated unless more than 5 to 10 percent of the trees or shrubs show significant damage. Insects are a primary food source for riparian birds, and once the habitats are functioning, the birds themselves will keep insects in balance. If this level of tolerance is exceeded and insects must be controlled,

the County's Parks Department will develop an Integrated Pest Management (IPM), which will be implemented and the use of biological controls will be maximized. The California oakworm (*Phryganidia californica*) is one of many species of caterpillars that feeds on oaks. It is the most important oak-feeding caterpillar throughout its range, which extends along the coast and through the coastal mountains of California. Damage is most common on coast live oak. Trees under stress from drought or other factors may decline if defoliated; however, healthy trees can tolerate oakworm damage. Because defoliating outbreaks last usually only 1 or 2 years, oakworms rarely cause repeated defoliations that can severely harm or kill otherwise healthy trees. Good cultural care of oaks is an essential component of integrated pest management and will enable trees to tolerate moderate levels of defoliation without harm. It is important to prevent physical injury to trunks and roots and avoid soil changes such as compaction or changes in the grade. As oakworm populations vary unpredictably year to year from very high to undetectably low, healthy oaks generally tolerate extensive loss of leaves (defoliation) without serious harm, so treatment to control oakworms usually is not recommended (University of California IPM).

All non-organic debris will be removed and properly disposed of off-site during the entire 5-year establishment period. All organic debris such as leaves, dead branches, plants, and snags will be left in the mitigation area to increase wildlife habitat and add organic matter to the soil.

Plant Replacement/Replanting. Supplemental planting may be needed due to unforeseen events or factors, such as soil compaction, vandalism or other damage, or poor nursery stock. Supplemental planting needs will be assessed during the annual monitoring. The need for supplemental planting will be determined by monitoring field performance and comparing it to the performance standards. The number of replacement plants, the species, and the propagule/ container size, will be determined by the monitor and stated in the annual monitoring report. Substitute species may be used if the original species consistently performs poorly and suitable alternative species perform well. However, substitute species should be consistent with the goals and objectives and be compatible with the criteria for success. The County Parks Department or their designated contractor will be responsible for contracting with a native plant nursery for the production of the required plants.

1.4.2 Maintenance Schedule

After plant installation, maintenance activities will be selected and timed to maximize their effectiveness, such as weeding prior to flowering and seed set. Maintenance activities will occur only in areas designated for those activities.

During the five-year establishment period, the County Parks Department landscape contractor or other designated maintenance personnel will check and, if necessary, tend to each plant at least once a month. Irrigation emitters will also be checked at least once every other week during periods of irrigation system operation. If necessary, animal protection devices, such as browse screen, will be adjusted, weeds removed, or mulch adjusted. Soil around the plant will be examined to ensure that adequate moisture is available and the emitter or irrigation

system will be adjusted, if necessary. All plants will receive water at the rate that promotes proper plant health and growth. If appropriate, each irrigation circuit or valve zone will be checked during each irrigation session for proper operation.

Table 3. Maintenance Schedule for Installed Plants, Years 1-5

Task	Winter	Spring	Summer	Fall
Yearly, conduct field inspections to monitor plant growth and progress of flowering stalks on invasive weed species. Monitor project area for changes in distribution of existing invasive weeds.				
Yearly, prior to the spring flowering season conduct first-of-season removal of invasive weeds.				
Monthly, check planting basins and remove weeds, repair browse protection cages, if needed (Years 1-3)				
Yearly, in early spring check irrigation system and program system for spring and summer irrigation (Years 1-3)				
In spring and summer, every two weeks check irrigation system to ensure each plant is receiving adequate water; repair leaks or other problems with irrigation system (Years 1-3)				
Weep-whip herbaceous growth between container stock plantings, twice a year (spring and summer) (Years 1-5)				

1.5. MONITORING AND REPORTING

Monitoring is used to evaluate the effectiveness of plan activities and as a tool in determining if management actions should be revised to better reach Plan goals. The ability to alter management activities based on monitoring results is the primary tenet of the adaptive management process. Implementation of the Plan will utilize adaptive management strategies. This approach is particularly important as new data/research is gathered on-site and elsewhere on the native plant revegetation and management.

1.5.1. Monitoring Goals

Goals have been identified for the mitigation site:

- 1) Establish native riparian woodland vegetation in areas adjacent to the ephemeral creek, including a minimum of 153 coast live oak trees.
- 2) Provide the following riparian functions: cover and forage for native wildlife and native riparian woodland plant diversity.
- 3) Maintain 75% survival of installed trees in Years 1-5. Install replacement plants if needed to meet yearly survival rates. If substantial replanting is necessary, RTC may be responsible for an extended maintenance and monitoring period through an amendment to its contract with the County or other means so that each tree is maintained and monitored for 5 years. Shrub plantings are not subject to plant survival monitoring.
- 4) Control cover of target invasive weeds (e.g., thistles, French broom, and others) to less than 5% by the end of Year 5.

- 5) Maintain and monitor the site annually for 5 years. Submit annual reports to CalTrans, RTC and CDFW by December 31 of each monitoring year.

1.5.2. Monitoring Methods

In Years 1-5, the mitigation areas will be monitored quarterly to identify problems and identify remedial actions. In the summer of Years 1-5, detailed monitoring will be conducted to document individual plant survival, plant height, and health/ vigor of all tree plantings.

Quarterly Reconnaissance Surveys. A qualified botanist, ecologist, or revegetation specialist will review the mitigation area each quarter during Years 1-5. The reconnaissance survey will assess how the revegetation is proceeding, and to identify problems or potential problems that may exist. During these surveys, the inspector will look for plant damage, document significant damage, and will make recommendations to correct any significant problems or potential problems. These visits will also be used to document the need to change or adjust revegetation plan activities (i.e., altering the maintenance schedule, adding extra weed control visits, increasing or reducing the frequency or amount of irrigation water, or remove inorganic debris). The presence of invasive non-native plant species will be ascertained during winter and spring reconnaissance surveys. The assessments will be used to evaluate the maintenance practices within the restoration area(s) and to identify any remedial actions necessary to properly maintain the site. The inspector will confer with the County Parks on maintenance practices within the restoration area(s) and other issues that may arise. An email progress memo will be prepared after each of these inspections and submitted to County Parks.

Detailed Monitoring of Shrubs and Trees for Plant Survival and Growth. In the summer of each monitoring year, pole cuttings and container stock trees will be assessed for plant survival, health, and vigor. The survivorship of plantings will be determined by field counts of all plants within the restoration area. The survival rate for each species will be documented and compared to performance standards. Data on plant survival, health and vigor will be compared to previous year data, such that trends in plant growth can be detected. The plant survival data will be used to determine if the project is meeting the required survival rates and to determine if remedial planting is required.

Table 4 presents the health and vigor rating scale. As part of the health and vigor monitoring, field evidence of *Phytophthora ramorum* (water mold responsible for Sudden Oak Death [SOD]), infecting planting stock will be noted and the County (and its contractors) will take precautions to prevent spreading the pathogen within the site and to other areas. Precautions will include cleaning and disinfecting pruning or other work tools after use, sanitizing tools before pruning healthy trees or working in pathogen-free areas.

Table 4. Plant Health and Vigor Rating Scale

Code	Rating	Health Characteristics	Vigor Characteristics
0	Dead	No healthy foliage	None
1	Low	0-25% healthy foliage	Stem dieback observed; no new growth evident
2	Moderate	>25-75% healthy foliage	Vigorous new growth observed only at terminal bud
3	High	>75% healthy foliage	Vigorous new growth observed throughout plant

The development of the revegetation plantings and site conditions will also be recorded at a minimum of four permanent photo points. The monitoring will include an evaluation on whether any remedial actions are needed, such as additional planting, seeding, irrigation, or other actions needed for the site to meet its success criteria.

Photo-Documentation. Photos will be taken of the mitigation area at least once a year in Years 1-5. Photos will be taken from the same vantage point and in the same direction every year, and shall reflect the findings discussed in the monitoring report. A minimum of 4 photo stations will be established. The location and photo direction of each photo stations will be established in Year 0 and the location depicted on the as-built planting plan.

1.5.3. Success Criteria

The success criteria for the compensatory mitigation are outlined in Table 5. When these criteria are fulfilled, the compensatory mitigation will be determined to be progressing toward the habitat type and values that constitute the long-term goals of this project. The final success criteria will be monitored for compliance at the end of the 5-year monitoring period. Final success criteria will be documented by monitoring by a qualified botanist, ecologist or revegetation specialist.

As depicted on Table 5, container stock plant survival for trees (per species), plant health/vigor plant, and cover by invasive, non-native plant species will be monitored. The shrubs do not have a plant survival requirement.

The County will implement remedial measures if these standards are not achieved in any of the monitoring years. Examples of remedial actions include re-planting failed plants, plant species substitutions, increasing weeding sessions, and/or modifying the irrigation system. The final success criteria shall evaluate plants that have been growing for a minimum of two calendar years after irrigation was terminated.

1.5.4. Reporting

An annual monitoring report with 1) required monitoring data, 2) a discussion of restoration success criteria, 3) a discussion of any impacts to vegetation that were not described in the EIR or permit conditions, and 4) recommendations, if applicable, will be provided to the RTC

by the end of each calendar year in which monitoring occurs. The final monitoring report will provide documentation sufficient to confirm restoration success criteria have been met.

Table 5. Performance Standards for Years 1-4 and Final Success Criteria for Year 5

	Year 1	Year 2	Year 3	Year 4	Year 5
Plant Survival (%), all Trees	75%	75%	75%	75%	75%
Invasive Plant Species Plant Cover (%)	<25%	<25%	<25%	<15%	<5%
Plant Survival by Tree Species					
Coast Live Oak	115	115	115	115	115
Willow	15	15	15	15	15
Box Elder	5	5	5	5	5
California Buckeye	5	5	5	5	5
Total Trees	140	140	140	140	140

When the required monitoring period is complete and County Parks believes that the final performance standards have been met, County Parks will notify CalTrans, RTC and CDFW when submitting the proposed final report (Year 5). Final performance standards will be considered met a minimum of two years after all irrigation has ceased. Maintenance actions, such as control and/or removal of invasive non-native plant species can occur throughout (and beyond) the five-year monitoring period. Weed-whipping of herbaceous vegetation between the plantings will not be conducted after Year 5.

WRITTEN CORRESPONDENCE LISTING:

The Written Correspondence Listing is established to act as a report of materials received by the Commission as a whole, but may also include items requested for inclusion by individual Commissioners.

The Parks and Recreation Commission has received the following items of correspondence which require no official action by the Commission at this time:

1. Email from Becky Steinbruner, dated April 12, 2021 concerned about tree survey being conducted at Aptos Village Park and requesting public discussion
2. Email from Becky Steinbruner, dated May 25, 2021 with questions about Regional Transportation Commission off-site mitigation plantings